

SOCKS AND A COMPLETED WAIVER ARE REQUIRED TO PARTICIPATE AT MOJOBAS FUN FACTORY.

Once you leave the premises, you must pay the admission(s) to re-enter.

I acknowledge that my or my child's participation in Activities at MFF is strictly voluntary. By signing this form, I, for myself and my child or ward, I understand and agree to follow the safety rules of MoJoBaS Fun Factory (MFF). I hereby certify that I am over 18 years of age. As parental/legal guardians: 1. I am responsible for the safety of my child. The employees are in place to assist me, and my child, while we are at MFF. 2. I must supervise the child at all times. 3. I will not leave my child unattended. 4. Socks must be worn at all times. 5. No food, gum, or drinks in the play areas. 6. No smoking, cussing, or use of abusive language. 7. My child is not to run, fight, wrestle, or endanger any other child. . If I am in violation, I may be asked to leave without a refund; per management's discretion. I understand and agree that the failure of me, my child or my ward to do so may result in injury, damage, or expulsion from MFF. I certify that I have adequate health, disability and life insurance for myself and my family and do not presume that MFF has secured insurance for my benefit. MFF assumes no responsibility for providing medical care during the Activity, and I will have to pay for any medical care and/or evacuation that I incur.

The "Activities", including the inflatables, mechanical rides, climbing structures, batting cage equipment, and other attractions can be hazardous and dangerous. Activities may require strenuous exercise and various degrees of skill and expertise. By execution of this agreement, I assume both foreseeable and unforeseeable risks, hazards, damage or personal injury while on the MFF premises including, without limitations, scrapes, bruises, cuts, burns, falls, crashing into the climbing wall, floor, crash pads, or other objects, rope abrasion, entanglement, falling participants or equipment, hit or run-over by mobile attractions, fractures, concussions, overexertion, overheating, injuries from my lack of fitness or conditioning, death, equipment failures or injuries or property damage resulting from hair or loose clothing getting caught in equipment, and negligence of other participants and even more serious injuries, such as paralysis, disability and/or death. In consideration for the admission of my child, I hereby release, waive and forever discharge and covenant not to sue MoJoBaS Fun Factory, LLC and its owners, agents, employees, officers, directors, trustees, heirs, successors, assigns and all other persons or entities acting on its behalf, for any and all claims, actions, damages, liability, cost or expense including attorney's fees which are related to or arise out of or in any way connected to my own, my child's, or my guests' participation or use of the facility.

I hereby RELEASE, waive and forever discharge MoJoBaS Fun Factory, LLC, its employees, agents, officers, trustees, heirs, successors, assigns, all other persons or entities acting on its behalf, contractors, the providers of any equipment used in the Activity, land owners, municipal or governmental providers of use permits, and their respective employees, officers, and directors ("the Released Parties") FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS, AND DEMANDS that arise in any way from any injury, death, loss, or harm that occur to me or to any other person or to any property during the Activity or in any way related to the Activity, including during transportation to or from the Activity. This RELEASE includes claims for the negligence of the Released Parties and claims for strict liability for abnormally dangerous activities. This RELEASE does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that Georgia law does not permit to be excluded by agreement. I also agree NOT TO SUE or make a claim against the Released Parties for death, injuries, loss, or harm that occurs during the Activity or are related in any way to the Activity.

I promise to INDEMNIFY, HOLD HARMLESS, AND DEFEND the Released Parties (defined in the text above) against any and all claims to which this agreement applies, including claims for their own negligence. I also promise to INDEMNIFY, HOLD HARMLESS, AND DEFEND the Released Parties against any and all claims for my own negligence, and any other claim arising from my conduct during the Activity. In accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlements, and defense costs, including attorney's fees, that they incur because of any such claims made against them. I agree that in the event of my death or disability, the terms of this agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them. I agree that the purpose of this agreement is that it shall be an enforceable RELEASE OF LIABILITY AND INDEMNITY as broad and inclusive as is permitted by Georgia law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.

Prior to signing this agreement, I have had an opportunity to ask any and all questions. I approve the use of any photographs taken by MFF photographers in which the undersigned is part of to be used on the MFF website, social or print media. I acknowledge that my or my child's participation in Activities at MFF is strictly voluntary.

Participants Name(s)	Date of Birth	Circle Play Area				
1. _____	_____	Inflatables	Climbing Walls	Cyborbots	Batting Cages	Party
2. _____	_____	Inflatables	Climbing Walls	Cyborbots	Batting Cages	Party
3. _____	_____	Inflatables	Climbing Walls	Cyborbots	Batting Cages	Party
4. _____	_____	Inflatables	Climbing Walls	Cyborbots	Batting Cages	Party
5. _____	_____	Inflatables	Climbing Walls	Cyborbots	Batting Cages	Party
6. _____	_____	Inflatables	Climbing Walls	Cyborbots	Batting Cages	Party

Mailing Address (optional)

Email Address (optional)

Printed Name of Parent/Legal Guardian

Signature of Parent or Legal Guardian

Date