



Assumption of Risk, Waiver, & Release of Liability Agreement

As a parent or legal guardian (who is herein referred to as "guardian") of the child or children named below, grant said child or children (who is herein referred to as "guest" or "guests") to participate in the activities, programs, parties and/or other functions at Shenanigans.

In consideration of being allowed entry and/or to participate in any use of the facility, equipment, activities or programs offered at Shenanigans, the undersigned agree to the following terms and conditions:

- I represent that I am the age of 18 years or older and the legal parent or guardian of the guest(s) named below, OR I am the age 18 years or older and have obtained permission from the legal parent or guardian of the guest(s) named below to execute this agreement on their behalf.
- I represent that myself, others in my party, and any guest(s) attending Shenanigans are healthy and able to physically participate in all the activities undertaken.
- I, on behalf of myself, and the guest(s) named below agree that using the equipment and participating in the activities offered at Shenanigans is completely voluntary. I understand the inherent risks associated with any of the activities and equipment I choose to undertake while at Shenanigans.
- I agree that, upon entering the facilities, guests named below as well as any adults attending in conjunction with said guest(s) will comply with all stated terms, posted safety signage, rules, and any verbal instructions. Furthermore, I agree to pay for all damages to the facility caused by myself, my party or my guest(s), whether the actions were willful, through negligence or recklessness.
- I agree to refrain from any unsafe, inappropriate, or aggressive behavior or play at all times. Additionally, I agree to inspect the facility and all equipment prior to use and, if I observe any hazardous or unsafe conditions, will immediately contact Shenanigans staff member as well as report the incident pursuant to the Safety Log instructions located on the Safety Information Board located within the facility.
- I, on behalf of myself, and the guest(s) named below, fully comprehend and assume the risk, both known and unknown, that may arise which can include, but is not limited to, negligence on behalf of another guest(s) or guardian(s).
- I, for myself and the guest(s) named below, hereby release and hold harmless Shenanigans and its officers, members, agents, employees, 3rd party contractors, and its sponsoring agencies from and against any and all claims, accidents, injuries, liabilities, or damages arising out of or related to our participation in any and all of the Facility or its activities, equipment, or other programs.
- I understand and agree that my use of the Facility may be revoked at any time without a refund by Shenanigans owners, agents, employees, officers, directors, or representatives for misconduct, reckless or dangerous activity, or violation of any provision of this agreement by myself, any member of my party or by the guest(s) attending on my behalf. Additionally, I agree that all activity may be monitored through surveillance.
- I give my consent to and waive any and all rights of compensation or claim, both present and future, in regard to the use of media coverage (video footage, photos, news articles, etc.) of my guest(s) and my participation in the activities, programs, parties, and other functions at the Facility. Including but not limited to, any use for marketing purposes.

I have carefully read the aforementioned Assumption of Risk, Waiver, & Release of Liability Agreement, understand its contents, and am aware that I am releasing certain legal rights that I otherwise may have including the right to maintain a lawsuit against Shenanigans on the basis of any claim from which I have released it herein. I have had sufficient time to read this Agreement in its entirety and consent to being fully bonded in its terms and conditions. This agreement shall be governed in the State of Minnesota. If any of its provisions, terms, or conditions are held to be invalid or unenforceable by a court of competent jurisdiction, such holding will not invalidate, reduce or otherwise alter any of the other provisions of this Agreement, as the provisions of this Agreement are severable.