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 Superior FunLand, LLC.

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

- I represent that I am the age 18 years, or older & the legal parent or guardian of the guest(s) named below or am the age 18 years or older & have obtained permission from the legal parent or guardian of the guest(s) named below to execute this agreement on their behalf.
- I understand that Superior Funland is consider a 'staff-less' facility, meaning that Superior Funland is an unsupervised play space in which staff may not be always present at the facility. Furthermore, I acknowledge the requirement for every guest(s) entering Superior Funland to have to be always accompanied by an adult. An adult defined herein as a person over the age of 18 that will be responsible for said guest(s). Adults must be in close proximity and able to keep visual contact with the guest(s) to ensure property safety & care at all times.
- I represent that myself, others in my party, & any guest(s) attending Superior Funland are healthy and able to physically participate in all the activities undertaken.
- I, on behalf of myself, & the guest(s) named below agree that using the equipment & participating the activities offered at Superior Funland is completely voluntary. I understand the inherent risks associated with any of the activities & equipment I choose to undertake while at Superior Funland.
- I agree that, upon entering the facilities, guest(s) named below as well as any adults attending in
 conjunction with said guest(s) will comply with all stated terms, posted safety signage, rules, &
 any verbal instructions. Furthermore, I agree to pay for all damages to the facility of Superior
 Funland 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 & all equipment prior to use and, if I observe any hazardous or unsafe conditions, will immediately contact Superior Funland staff member.
- I, on behalf of myself, and the guest(s) named below, fully comprehend & 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 & the guests(s) named below, herby release and hold harmless Superior Funland and its officers, members, agents, employees, 3rd party contractors, and it's sponsoring agencies from and against any and all claims, accident, injuries, liabilities, or damages arising our of or to

- our participation in any and all of the facility or its activities, equipment, or other programs. Any and all claims, both present and future, against Superior Funland will be resolved through arbitration conducted by qualified 3rd party of Superior Funland choosing.
- I understand and agree that my use of the facility may be revoked at any time without a refund by Superior Funland LLC's 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.

	Child/Children's First & Last Name	Child/Children's Date of Birth
1.		<u>.</u>
2.		<u>.</u>
3.		<u>.</u>
4.		<u>.</u>
5.		
6.		<u>.</u>
7.		<u>.</u>
8.		
9.		
10.		

I have carefully read the aforementioned assumption of Risk, Wavier, & release of Risk, Wavier, & Release of Liability Agreement, understand its contents, and am aware that I am releasing certain legal rights that I otherwise may have included the right to maintain a lawsuit against Superior Funland 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 Wisconsin. If any of its provisions, terms, or conditions are held to be invalid or alter any of the other provisions of this Agreement, as the provisions of this Agreement are severable.