

WAIVER, RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

This Agreement is being executed by the undersigned (the "Adult"), who represents and warrants (i) that Adult is the parent or legal guardian of the minor(s) named below (Adult and the minors hereinafter collectively the "Participants") (ii) that the Participants are physically able to use the play area and inflatable devices at KANGAROO PALACE (hereinafter "KANGAROO PALACE"); and (iii) Adult has had a full opportunity to thoroughly investigate the risks associated with the use of KANGAROO PALACE and to ask any questions of KANGAROO PALACE concerning such risks. In consideration of being allowed to enter KANGAROO PALACE, Adult, individually and on behalf of all Participants, acknowledges, understands and agrees to the following:

1. There are inherent risks, both known and unknown, associated with use of KANGAROO PALACE, including but not limited to: physical injury, emotional injury, distress, paralysis or even death.
2. The risk of serious injury, although minimal, does exist from the use of KANGAROO PALACE, as it does in all play and amusement activities.
3. Adult, for him/herself and all Participants, willingly assumes the risks associated with the use of KANGAROO PALACE.
4. Adult, for him/herself and all Participants, hereby releases, waives, discharges and covenants not to sue J. Franklin Interests, LLC, a Michigan limited liability company, d/b/a KANGAROO PALACE, its officers, employees, members, agents, successors and assigns (hereinafter the "Released Parties") from all liability to Adult or any of the Participants, their respective personal representatives, successors, assigns and next of kin for any and all loss or damage, and any and all claims or demands therefor on account of injury to the person or property or resulting in the death of any of the Participants, whether caused by the negligence of the Released Parties or otherwise, while the Participants are on the premises of KANGAROO PALACE.
5. All Participants shall, at all times, comply with all safety signs and rules, as well as any verbal instructions given by KANGAROO PALACE staff as a condition to the use of KANGAROO PALACE. Failure to do so may result in expulsion from KANGAROO PALACE.
6. Adult, individually and on behalf of all Participants, their respective heirs, representatives, successors and assigns, agrees to indemnify the Released Parties from any and all costs, expenses and attorneys' fees incurred in prosecuting or defending any claim arising from the use of KANGAROO PALACE by any of the Participants.
7. Individual and group photos may be taken of the Participants, and Adult consents to the use of such photos by in written and electronic marketing materials, including but not limited to online marketing.
8. This document is intended to be as broad and inclusive as is permitted by the laws of the United States of America and the State of Michigan. If any portion of this document is held to be invalid, the balance of this document shall continue in full force and effect.

THE UNDERSIGNED HAS READ THIS WAIVER, RELEASE, HOLD HARMELSS AND INDEMNIFICATION AGREEMENT IN ITS ENTIRETY, FULLY UNDERSTANDS ITS TERMS AND FULLY UNDERSTANDS THAT, BY SIGNING THIS DOCUMENT, THE UNDERSIGNED IS GIVING UP SUBSTANTIAL RIGHTS FOR THE UNDERSIGNED AND THE PARTICIPANT(S) NAMED BELOW. BY SIGNING THIS DOCUMENT, THE UNDERSIGNED FREELY AND VOLUNTARILY AGREES TO THE TERMS SET FORTH IN THIS DOCUMENT.

Print Name of All Participants

Adult's Signature

Date

Printed Name of Adult

Emergency Contact Name

Phone No.