

Date _____/_____/_____
Waiver expires 2 years after the date above



WAIVER, RELEASE, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Child's name	Birthdate	Child's name	Birthdate	Child's name	Birthdate

Policies

- All children must be SUPERVISED by a responsible adult AT ALL TIMES, **No child may be left unattended** at any time for any reason.
- We are a shoeless environment, SOCKS are required for adults and children.
- All children must have a signed WAIVER on file
- No sick children allowed at Amaya Papaya

DEFINITIONS

AMAYA PAPAYA, LLC means AMAYA PAPAYA, L.L.C. and AMAYA PAPAYA and their managers, employees, principals and any other person or company associated with them.
AMAYA PAPAYA is a fictitious business name of Amaya Papaya, L.L.C. and means the premises of the business operating and doing business as Amaya Papaya.

ACKNOWLEDGEMENT AND ASSUMPTION OF RISK

I understand and acknowledge that there are risks and dangers inherent in and associated with the activities, equipment, facilities, and games available at Amaya Papaya, L.L.C. Notwithstanding all such acknowledged risks and damages, whether or not enumerated herein, I voluntarily choose to allow the above-named minor(s) (“child (ren)”) to participate in all activities and to make use of all equipment, games, and facilities at Amaya Papaya solely at risk to the child and myself and without risk to Amaya Papaya, L.L.C.

INDEMNITY AND HOLD HARMLESS AGREEMENT

In further consideration for permission to utilize all equipment, facilities, and games available at Amaya Papaya and with the understanding that Amaya Papaya, L.L.C gives such permission in reliance upon the representations that I have made herein, I agree as follows:

a. To hold harmless and indemnify Amaya Papaya, L.L.C. from any and all liability for the injuries and damages to any third party resulting from the Child’s actions, behavior, participation in any activity or game, or use of any equipment or facility while at Amaya Papaya. This waiver and release of liability and indemnification agreement (collectively referred to as “Acknowledgement, Waiver, and Release” or “Agreement”) shall be effective and binding upon myself, and upon the Child, and his/her heirs, next of kin, family, survivors, relatives, guardians, conservators, executors, administrators, trustees, and assigns in the event of the Participant’s injury, disability or death. If any provision of this Waiver is deemed unlawful or unenforceable, such provision shall be fully separable, and the remainder of this waiver shall be in full force and affect.

GOVERNING LAW

This Waiver, Release, Express Assumption of Risk and Indemnity Agreement is governed and shall be construed in accordance with the Law of the State of Florida. The parties agree to waive a trial by jury in any action arising out of or in any way connected with this Waiver, Release Express Assumption of Risk and Indemnity Agreement. In any lawsuit brought to enforce this contract or brought due to a breach of this Agreement or under applicable law, the prevailing party may recover its reasonable court costs and attorney's fee. All questions concerning the meaning execution, construction, effect, validity, and enforcement of the Lease shall be determined pursuant to the laws of Florida.

I have read, understand, and agree to be bound by all the terms, rules, and conditions for participation in activities at Amaya Papaya. I have explained these rules to Child and will ensure Child's strict adherence to them.

Parent name _____ Parent Signature _____

Address _____ City _____ St _____ zip code _____

Yes, I would like to receive coupons, updates and monthly newsletter via my email

Email Address: _____ Phone #: _____

How did you hear about us? _____