



Admission Waiver of Liability/Assumption of Risk

With the consideration of the allowance of playing in any area an/or participate in any party. Program/event at JollyRogerLand-San Jose, the undersigned, or an adult signing on his or her behalf, and all participant(s) identified below acknowledges, understands, and fully agrees to each of subsequent conditions:

- 1) I am represent that I am the parent or legal guardian of the participant(s) named below or I have obtained permission from the parent/legal guardian of the complete this agreement. I hereby execute this agreement without concern.
- 2) I understand that entry, by myself and the participant(s) named, constitutes consent for JollyRogerLand-San Jose to use any film, video, or likeness of participant for any purpose whatsoever, without payment to the participants.
- 3) The undersigned knowingly and fully assumes all risks. Known and unknown, associated with participation in activities at JollyRogerLand-San Jose, and hereby forever waives, releases and discharges any and all claims, liabilities, actions and causes of actions for damage to personal property or injury to person arising from such participation, including without limitation, death, disability, personal injury, property damage, or theft. This release and waiver covers risks of death, serious injury, and property loss whether arising from (a) negligence or carelessness in the part of the persons or entitles being released and other participants, or (b) tort, contract, strict liability or otherwise. To the fullest extent allowed by law.
- 4) The undersigned certified that he or she is physically fit and may participate in the activities available at JollyRogerLand-San Jose facility and has not been advised to the contrary by a qualified medical professional.
- 5) The undersigned consents to the participant(s) receiving medical treatment which may be deemed advisable in the event of injury, accident, and /or illness during this activity or event.
- 6) The undersigned on his/her behalf and on behalf of any executors, heirs, successors and assigns, hereby agrees to defend, indemnify and hold harmless JollyRogerLand-San Jose, its directors, officer, members, employees, agents, and

representatives from or any authorized entity doing as JollyRogerLand-San Jose, including its officers, agents, employees, representative, and all affiliates (collectively referred to as "Releasees"), from any and all claims, damages, costs, expense, or liability, including without limitation, reasonable attorney's fees and costs, arising from death, disability, personal injury, property damage, or theft, negligent rescue operation or any kind of action.

7) The undersigned agrees to abide with the rules and conditions of participation posted at or explained by an employee at JollyRogerLand-San Jose. If the undersigned experience any significant hazard or injury during such participation, the undersigned shall promptly inform any employee of JollyRogerLand-San Jose facility which they are currently attending

8) The undersigned acknowledges that this release and waiver of liability form will be used and relied upon by JollyRogerLand-San Jose in granting admission to said participants and that it will govern the undersigned's action and rights.

9) The undersigned also understands that any violation of the rules set within JollyRogerLand-San Jose may result in being expulsee from JollyRogerLand-San Jose's activities or facility as a whole, with absolutely no monetary compensation or reimbursement.

10) The invalidity or unenforceability of any provision of the agreement shall not affect the validity or enforceability of any other provision of this agreement, which shall remain in full force and effect.

READ BEFORE SIGNING