



5029 US-130  
Delran, NJ 08075

### Liability Waiver

PLEASE ONLY VISIT THE PARK IF THE FOLLOWING APPLY:

1) You are willing to practice social distancing and maintaining at least six feet between individuals in all areas of the park; (2) You are healthy enough to participate, and do not have symptoms of COVID 19 such as feeling sick, coughing, sneezing, shortness of breath, fever or are not feeling well; (3) You do not live with or visited a person or family member that has been diagnosed with or suspected of having COVID-19; (4) you consent to having you (or your minor child's) temperature checked upon entering the park.

#### ADDENDUM TO PARTICIPATION AND ARBITRATION AGREEMENT ADDING WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19 ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate in any or all of the services and activities, including, but not limited to, those set forth in the Participation and Arbitration Agreement and any related events and activities, the undersigned acknowledges, appreciates, and agrees that: (1) Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and, (2) Participant for myself, and/or on behalf of my spouse, and minor child(ren)/ward(s) KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and, (3) agree to comply with the stated and customary terms and conditions for participation with respect to protection against infectious diseases and if I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest management employee immediately; and (4) that I, as parent/guardian, with legal responsibility for any minor participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against infectious diseases; and, (5) I, for myself and/or on behalf of my spouse, and minor child(ren)/ward(s) as well as on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Delran Fun Inc/Funzilla, its officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, owners, parent companies, affiliated entities and lessors of premises ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

I have voluntarily elected to use and, if applicable, to allow the minor child(ren) identified above and all minor children under my supervision and referred to individually and collectively herein as "Child", to use the Funzilla/Delran Fun Inc facilities and equipment located at 5029 US-130 Suite 300, Delran, NJ 08075. In consideration for being allowed to use said facilities and equipment, and any other services provided by Delran Fun Inc/Funzilla, or its employees or agents at said location, or any other location. I represent, acknowledge and agree as follows:

PARTICIPATION AND USE IN FUNZILLA FACILITIES AND ACTIVITIES, WHICH INCLUDES THE TRAMPOLINE COURT IN ADDITION TO ALL OTHER FUNZILLA ACTIVITIES ENTAILS KNOWN AND UNANTICIPATED RISKS THAT COULD RESULT IN PHYSICAL AND/OR EMOTIONAL INJURY, PARALYSIS, DEATH OR DAMAGE TO YOURSELF AND/OR TO OTHERS. RISKS MAY INCLUDE, BUT ARE NOT LIMITED TO, SLIPPING AND FALLING, COLLISIONS WITH FIXED OBJECTS AND/OR OTHER PEOPLE WHICH MAY RESULT IN SPRAINS, FRACTURES, BREAKS, SCRAPES, BRUISES, DISLOCATIONS AND INJURIES TO HEAD, BACK AND NECK.

In consideration of the services provided by Delran Fun Inc D/B/A FUNZILLA, a New Jersey corporation, who is the owner and operator of FUNZILLA (the "Center") and my desire to spectate and/or participate in the activities and services provided by Delran Fun Inc D/B/A Funzilla, at the Park today and in the future (Delran Fun Inc D/B/A Funzilla, and its individual members, managers, directors, officers, agents, employees, volunteers, representatives, servants, predecessors, successors, assigns, affiliated entities, heirs, personal representatives and all other persons, firms, or entities claiming by or through them are hereinafter known as "Center Owner"):

I, on behalf of myself, my spouse, my child(ren), minor child for whom I am appointed guardian, my parent(s), my heirs, assigns, personal representatives and estate hereby:

(a) agree to use the Center and its facilities in a safe and responsible manner;

(b) agree to abide by the Center rules and instructions and the directions of Center employees and representatives, whereby I acknowledge that (i) those rules, instructions and directions are intended to promote the safety of both myself and others; (ii) my failure or refusal to abide by those rules, instructions and directions can lead to the immediate revocation of my right to use the Center and its facilities, without any right to refund of any payments made; and (iii) in the event of sickness, accident or injury, I authorize the Center employees and representatives to obtain, on my behalf, emergency medical treatment and to secure such medical treatment at my expense;

(c) agree to fully and forever waive, release and discharge Center Owner from any and all claims, actions, causes of action, demands, judgments, damages (including compensatory, general, special, consequential, exemplary and punitive), liability or obligations of any nature or kind, whether known at the time I leave the Center or which may arise or become known later, which accrue on account of, or in any way arise out of or in connection with: (a) my activities within the Center; (b) the activities within the Center by others; (c) the operation of the Center by Center Owner regardless of whether such claims are founded in whole or in part upon alleged negligence, or the actual negligence of Center Owner; (d) my use of any and all of the Center facilities; and (e) my use of any and all equipment within the Center, whether owned by me, Center Owner or a third party. The undersigned, on behalf of himself/herself (individually and collectively referred to as the "Releaser") acknowledges that Releaser will participate in activities that involve **risk of serious personal injury, illness, permanent disability, dismemberment, and death, and may also involve the risk of severe economic property loss and damage. I understand these risks may result from the actions, negligence and failure to act of myself and others, and that I assume full responsibility for**

**all such risk during this visit and all future visits.**

(d) agree to indemnify and hold Center Owner harmless from and against any and all losses, liabilities, claims, obligations, costs, damages, and/or expenses whatsoever, including, but not limited to, any and all attorneys' fees, costs, damages and/or judgments directly or indirectly arising out of, or relating to my acts or omissions while participating in any activities at the Center;

(e) agree to accept and assume all of the risks which accompany the Center's activities and represent that my participation in the activities is purely voluntary and I elect to participate in the activities notwithstanding the risks;

(f) fully understand that participating in the activities within the Center involves physical exertion; and accordingly represent that I (i) am in sufficient good health to participate in activities within the Center; (ii) I do not have any pre-existing physical or medical condition, including without limitation pregnancy, orthopedic problems, including back problems; heart problems; and/or breathing problems, that might be impacted or worsened by my use of the Center; and (iii) will not use the Center and its facilities while under the use of any drugs, alcohol or medications that may impair my physical abilities or judgment; (g) certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the activities within the Center, or if not, I agree to bear the costs of such injury or damage to myself and others; and,

(h) authorize Center Owner, and its successors to capture my image, likeness and sounds in photographs, videotapes, recordings or other forms of media ("Images"). I acknowledge that Center Owner will own such Images and I grant permission, without compensation, for Center Owner, or any affiliated party of the Fonzilla brand, to copyright, display, publish, distribute, use, modify and print such Images in any lawful manner, including without limitation, in publications, advertisements, brochures, web sites, social media and other electronic displays and transmissions thereof. The foregoing authorization shall not include using my name with any Image, unless I agree otherwise in writing.

I agree that any legal proceeding shall be filed solely in Burlington County, New Jersey and I further agree that the substantive law of New Jersey shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Center Owner on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

I understand and agree that: (i) that this Waiver, Release and Assumption of Risk gives up important legal rights; (ii) I am giving up these important legal rights voluntarily, freely, under no threat of duress, without inducement, promise or guarantee being communicated to me; and (iii) the signature below is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law.

PARTICIPANTS: 1. Child's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
2. Child's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
3. Child's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
4. Child's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
5. Child's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

If the Participant is not 18 years of age or older, then the following Parent or Guardian Consent must be read and signed before the Participant is allowed to use the Center and its facilities.

**PARENT OR GUARDIAN CONSENT**

I have read and understand the terms of this WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT and unconditionally agree to its full terms, statements, warranties, notices, representations, waivers and releases on behalf of both myself and marital community, if any, and my child or ward, whose name is:

All such terms, statements, warranties, notices, representations, waivers and releases fully apply to my child or ward as if I was the participant. I understand that, by signing this Consent, I am giving up important legal rights both on behalf of myself and my child or ward regarding potential rights and claims against Center Owner. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

**PARTICIPANT/GUARDIAN :**

**Full Name:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_