



WELCOME TO THE JUNGLE

Adult Name: _____

Child Name: _____ (Nickname : _____) Age: _____

Additional Children's Names & Ages:

1. _____ 2. _____ 3. _____

Adult Contact Number: _____

Other Emergency Contact Number: _____

SOME JUNGLE RULES

1. Shoes are not allowed in the play area. Socks are available for purchase.
2. No food and drinks are allowed in the play area, unless provided for a workshop, activity or event.
3. All guests must sanitize their hands before entering the play area.
4. Inspired Kids is not responsible for any lost, damaged or stolen items. Please keep track of your belongings.
5. Only children 10 years of age or younger are allowed to play on the playground equipment, unless express permission is given in the case of events, workshops or other activities.
6. Maximum of 6 children allowed in the play area at any given time, please use the booking link to ensure your kiddies spot.
7. Inspired Kids has a ZERO Bullying policy. Any child or adult seen bullying or harassing others will be asked to leave.
8. Children should not climb up slides, or onto any tables or chairs.
9. Children with any injuries, severe allergies, illnesses or pre-existing conditions that limit their physical ability may not be able to play on play equipment, unless permission is granted for specific workshops or events

**ERO LOGISTICS PTY (LTD) TA/ INSPIRED KIDS
AGREEMENT, RELEASE, AND WAIVER OF LIABILITY**

In Consideration of being allowed to enter the play area and/or participate in any workshop, event and/or program at Inspired Kids, the undersigned, on his or her behalf, and on the behalf of the participant(s) identified below, acknowledges, appreciates and agrees to the following conditions:

Please Read Carefully

In consideration of me and child/children for whom I am the guardian ("Children"), identified below, being able to use the facilities at Inspired Kids Play Cafe, located at Shop 27, Rosehill Mall, Port Alfred (the "Facility"), owned and operated by Ero Logistics TA Inspired Kids ("Inspired Kids"), I, on behalf of myself, and the child/children for whom I am the guardian, and our personal representatives, spouses, assigns, heirs, and next of kin ("Releasing Parties") do hereby acknowledge and agree to the following:

1. Acknowledgement and Voluntary Assumption of the Risk.

I acknowledge and agree that I and the Children are participating voluntarily in activities at the Facility. I acknowledge that participation in these activities may be dangerous and that the risks of such activities cannot be completely eliminated. I am aware that there are inherent risks associated with participation in Inspired Kids programs, play area, workshops and events and I, on behalf of myself and the participant(s) named above, knowingly and freely assume all such risk, both known and unknown, including those that may arise from the negligence of employees, representatives, volunteers, managers, owners, stakeholders or any other participants. I acknowledge that by my participation and/or the Children's participation in activities at the Facility, I and the Children are assuming the risk of property damage and serious injury up to and including death. Such damage, injuries, or death may occur from the actions or inactions of other customers or Inspired Kids representatives or employees.

I hereby state, that I and/or the children/participants listed above have no known health conditions, allergies or injuries or pre-existing conditions which would limit, impede or exacerbate or cause additional risks when using the facility.

My participation and/or the Children's participation in activities at the Facility is voluntary and is not time sensitive, and I have had the opportunity to consider and negotiate the terms and conditions of my participation on behalf of myself and the Children. I acknowledge that attendance at the Facility includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While adherence to Inspired Kids sanitation policies and personal discipline may reduce this risk, the risk of serious illness and death does exist. I willingly agree to comply with the stated and customary terms and conditions for attendance and participation in regard to protection against infectious diseases. I knowingly and voluntarily assume the risks inherent to me or the Children for participating in activities at the Facility, including the risk of exposure to COVID-19.

2. Release.

In consideration of my participation and/or the Children's participation in activities at the Facility, I hereby expressly, voluntarily, and knowingly waive and release any and all claims of the Releasing Parties for personal property damage, injury, or death to myself or the

Children arising from the negligence of Inspired Kids, its members, shareholders, directors, trustees, officers, insurers, employees, and agents (collectively, the "Inspired Kids Releasees"), from any and all claims, demands, rights, actions, suits, causes of action, obligations, debts, costs, losses, charges, expenses, attorneys' fees, damages, judgments and liabilities, of whatever kind or nature, in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden (collectively, the "Claims"), related to or arising, directly or indirectly, from my or the Children's access to and/or use of Inspired Kids, premises and/or its equipment. In the event that any Claim released herein is brought by, or asserted on behalf of, the Releasing Parties, I shall immediately defend, indemnify and hold harmless the Inspired Kids Releasees, both collectively and individually, from any Claims associated therewith or arising therefrom. I have carefully read the "Acknowledgement and Voluntary Assumption of the Risk" section of this Agreement. I agree to assume all risk of, release, and waive all claims and causes of action for any injury, illness, death, or damage to property that may occur while I and/or the Children are participating in activities at the Facility, including but not limited to any such injury, illness, death or damage related to COVID-19.

3. Full Understanding.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS TO ME AND THE CHILDREN BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

I FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

4. Photo/Video/Social Media Waiver.

In connection with my and the Children's use of Inspired Kids, I consent to the recording or photographing of me and/or the Children's physical likeness and/or voice through mechanical, photographic, technical, digital, electronic or other means ("Recordings"). I hereby consent to and authorize Inspired Kids and its agents, representatives, employees, successors and assigns to use, in perpetuity, such Recordings, as well as the Children's name and my name, for any purpose, including advertising, promoting, exploiting and/or publicizing Inspired Kids. I further agree that the foregoing includes the consent to use the Children's and/or my physical likeness in any form. In addition, I waive any and all claims I may have in connection with the Recordings.

If your minor child or children are under the age of 18, you represent and warrant that you are the parent or legal guardian of the minor child or children and have the legal authority to sign this Release and Waiver of Liability on their behalf. You agree that by signing as a parent or legal guardian, the terms of this Release and Waiver of Liability apply equally to you and your minor child or children.

*****Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19*****

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, local governments and government health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Inspired Kids has put in place preventative measures to reduce the spread of COVID-19; however, Inspired Kids cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending Inspired Kids could increase your risk and your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending Inspired Kids and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Inspired Kids may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Inspired Kids employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance or participation in Inspired Kids programming. On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless Inspired Kids, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Inspired Kids, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Inspired Kids program.

Date: _____

Place: _____

Parent / Legal Gardian Signature: _____

Witness Signature: _____