

King's Kids PARTICIPANT AGREEMENT, INDEMNIFICATION, WAIVER AND LIABILITY  
RELEASE, AND ASSUMPTION OF RISK

- 1) I acknowledge and agree that this Agreement covers and is intended to release Beach Family Worship Center DBA King's Kids Summer Camp, After-School Care, Children's Ministry, Darts Out and its respective and collective agents, owners, officers, managers, parent, volunteers, participants, employees, and all other persons or entities acting in any capacity on their respective or collective behalf (collectively referred to as "King's Kids")
- 2) In consideration of being allowed to use and participate on the King's Kids premises, equipment, services and activities, including, but not limited to, INFLATABLES, INDOOR PLAY AREA, OUTDOORS, FIELD GAMES, FIELD ACTIVITIES, and CAFÉ ACCESS, and any other amusement or recreation activities (collectively "ACTIVITIES"), I, on behalf of myself, and/or on behalf of my minor child(ren)/ward(s), hereby agree as follows.
- 3) ASSUMPTION OF RISK: I acknowledge that I and/or my child(ren)/ward(s), for whom I represent that I have full authority as parent or legal guardian to bind the minor participant to this agreement, am voluntarily participating in the ACTIVITIES, which I agree are dangerous and entail both known and unknown inherent risks, including the risk of injury, permanent disability, or even death, deriving from, but not limited to, equipment malfunctions; building malfunctions; lack of supervision and/or trained monitors; lack of proper equipment or padding, netting, or other safety measures; slipping; falling; landing; or colliding with fixed objects or other people, as well as the negligence and/or omissions committed by me, my child(ren)/ward(s), KING'S KIDS, and/or any other person and/or entity. I hereby voluntarily assume all such risks. I further understand and acknowledge that KING'S KIDS does not manufacture the INFLATABLES, NERF GUNS, or other equipment in its facilities, but purchases equipment and therefore KING'S KIDS may not be held liable for defective products. I and/or my child(ren)/ward(s) are physically fit and know of no medical or health reason whereby I and or my child(ren)/ward(s) should not participate in the ACTIVITIES provided by their facilities.
- 4) RELEASE OF LIABILITY. I hereby irrevocably and unconditionally release, waive, relinquish, discharge from liability and covenant not to sue KING'S KIDS from any and all claims, demands, rights, actions, suits, causes of action, obligations, debts, costs, losses, charges, expenses, 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, related to or arising, directly or indirectly, from my or my child(ren)/ward(s) use of KING'S KIDS premises, equipment, services and activities, including without limitation any claim for negligence, arising from property damage, personal or bodily injury, emotional injury, illness, or death to the maximum extent allowed by law.
- 5) LIABILITY FOR PROPERTY: KING'S KIDS is not liable to you or your guests, child(ren)/ward(s) for any personal property that is damaged, lost, or stolen while on or about the KING'S KIDS premises including, but not limited to, a vehicle or its content or any property, whether or not KING'S KIDS was negligent.
- 6) INDEMNIFICATION: I hereby agree to indemnify and hold harmless KING'S KIDS from and against any and all losses, liabilities, claims, obligations, costs, damages, and/or expenses whatsoever paid, incurred, and/or suffered by KING'S KIDS, including, but not limited to, any and all attorneys' fees, costs, damages, and/or judgments KING'S KIDS incurs in the event that I, my minor child(ren)/ward(s) or anyone for which I signed this agreement causes any injury, damage and/or harm to KING'S KIDS and/or any and all other persons and entities acting in any capacity on behalf of KING'S KIDS, or to others while at KING'S KIDS premises.
- 7) ATTORNEYS' FEES: I promise to indemnify KING'S KIDS for any attorneys' fees and/or costs incurred to enforce this agreement, including all costs associated with any collection efforts. Further,

should any debt and/or judgment accrue in favor of, KING'S KIDS pre-judgment and post--judgment interest shall accrue thereon at the legal rate.

8) PHOTO RELEASE: By entering KING'S KIDS and participating in the ACTIVITIES, I hereby grant KING'S KIDS on behalf of myself, and on behalf of my child(ren)/ward(s), the irrevocable right and permission to photograph and/or record me or my child(ren)/ward(s) in connection KING'S KIDS and to use the photograph and/or recording and the name, likeness, voice and appearance of myself or my child(ren)/ward(s) captured therein for promotional purposes. I waive any right to inspect or approve the use of the photograph and/or recording and acknowledge and agree that the rights granted to this release are without compensation of any kind.

9) TERM OF AGREEMENT: I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I or my child(ren)/ward(s) visit KING'S KIDS, whether at the current location or any other location or facility.

10) VENUE/MEDIATION: In the event a lawsuit is filed against KING'S KIDS, I agree to the sole and exclusive venue of the Horry County, South Carolina. I further agree that the substantive law of South Carolina shall apply without regard to any conflict of law rules. I also agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect. Prior to any lawsuit I agree to participate in mediation, in person, with KING'S KIDS to attempt to resolve the dispute without litigation.

By physically signing this document, I understand that I may be found by a court of law to have forever waived any right I and/or my child(ren)/ward(s) may have to maintain any action against KING'S KIDS on the basis of any claim from which I have released KING'S KIDS and any released party herein. I have had a reasonable and sufficient opportunity to read and understand this entire document and consult with legal counsel or have voluntarily waived my right to do so. I knowingly and voluntarily agree to be bound by all terms and conditions set forth herein.

By signing below, I also agree that all releases, waivers, and promises herein are binding on the minor participant(s) listed below, and I further agree that I have full authority as Parent/Guardian to bind the minor participant to this agreement. I understand and agree that I may be asked to update this waiver on a seasonal basis.

\_\_\_\_\_  
Parent/Guardian Name Printed

\_\_\_\_\_  
Parent/Guardian Signature:

Date: \_\_\_\_\_

Student Name: \_\_\_\_\_ DOB \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_