

## **KIDS PLAY SPORTS PTE LTD**

## Waiver Form

# PARTICIPANT AGREEMENT, INDEMNIFICATION, ASSUMPTION OF RISK, AND RELEASE OF LIABILITY

In consideration of the services of KIDS PLAY SPORTS PTE LTD, together with all agents, owners, managers, successors, affiliates, sponsors, landlord, partners, investors, participants, volunteers, employees, and all other persons or entities acting in any capability on behalf of the named company, collectively to be referred as 'KIDS PLAY SPORTS PTE LTD'.

I hereby agree to release, indemnify, and discharge KIDS PLAY SPORTS PTE LTD, on behalf of myself, my spouse, my children, my parents, my heirs, my wards, assigns, personal representative, and estate as follows:

#### ASSUMPTION AND ACKNOWLEDGEMENT OF ANY AND ALL RISK

I, the undersigned adult engaging KIDS PLAY SPORTS PTE LTD for their camps/session/event/activity that KIDS PLAY SPORTS PTE LTD organises, am at least the age of 18 years of age, on my own behalf, and on the behalf of the any participants under the age of 18 ("minors"), as their parent, legal guardian, or custodian, knowingly, voluntarily, and freely accept and assume all risks, both known and unknown, of injuries or other loss or damage that may be suffered while on KIDS PLAY SPORTS PTE LTD camps/session/event/activity, however caused, even if caused in whole or in part by the action, inaction, or negligence of KIDS PLAY SPORTS PTE LTD.

I represent that I have full authority as parent, legal guardian or custodian of the mentioned minor associated with me, binding by the details provided upon engagement of KIDS PLAY SPORTS PTE LTD for camps/session/event/activity.



I understand that risk simply cannot be eliminated without jeopardising the essential qualities of the activities and I expressly agree and promise to accept and assume all the risks voluntarily existing in these activities. Such risk includes, but not limited to the following:

- cuts and bruises
- Falls
- broken bones
- injuries to wrists, arms, legs, ankles, backs, heads, necks, spine
- injuries from contact with other participants
- injuries from contact with equipment
- Death

which may occur because of use or misuse of the facility in any way by anyone, use of equipment that malfunction or breaks, and/or improper maintenance of the facility, grounds, or equipment.

Furthermore, I have explained these risks to the listed minors. I certify that I and/or the listed minors are in good physical condition for the activities in which I and/or they will be participating and certify that I and/or they do not have any medical condition that may preclude me and/or them from safely participating.

#### WAIVER OF ALL CLAIMS

I, on my own behalf, and on the behalf of the listed minors, expressly waive all claims, suits, or demands for personal injury, property damage or other loss against KIDS PLAY SPORTS PTE LTD, including but not limited to all negligence, negligent supervision and/or negligent instruction, faulty equipment, or the activities of others.

To the fullest extent permitted by law, this waiver is intended to be a complete release of KIDS PLAY SPORTS PTE LTD for any and all responsibility for personal injuries, property damage or loss, or death sustained by me or any of the listed minors during any KIDS PLAY SPORTS PTE LTD camps/session/event/activity, weather arising out of or resulting from my or their participation in activities., use of equipment, premises, parking lot and facilities.

This release applies only in the duration of the service that is provided by KIDS PLAY SPORTS PTE LTD and/or engaged by the undersigned adult below and/or the legal representative of the minors listed below.



I, expressly and voluntarily agree to waive, release, acquit and forever discharge KIDS PLAY SPORTS PTE LTD and agree to defend, indemnify, and hold harmless towards KIDS PLAY SPORTS PTE LTD from and against all claims, damages, injuries, expenses, or death arising out of or resulting from administering of or failing to administer medical assistance to me or any of the listed minors. I certify that I have adequate insurance to cover any injury or damage that I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I grant KIDS PLAY SPORTS PTE LTD the right to request emergency medical service for me and/or the listed minors in the event KIDS PLAY SPORTS PTE LTD deem a situation medically necessary and I agree to cover all associated expenses.

### AUTHORIZATION TO USE IMAGES AND PERSONAL INFORMATION

KIDS PLAY SPORTS PTE LTD is hereby granted the right to photograph, video tape, and/or record me and/or the listed minors and allowed to use my or their face, likeness, voice, and appearance in connection with exhibitions, publicity, advertising, social media, and promotional materials without reservation or limitation.

I acknowledge and agree that the rights granted to this release are without compensation of any kind. All photographs, video and/or recordings are exclusively owned by KIDS PLAY SPORTS PTE LTD.

I, for myself and for the listed minors as their parents, legal guardian or legally authorised custodian, have carefully read this agreement, fully understand its terms, and agree to it freely and voluntarily upon engaging KIDS PLAY SPORTS PTE LTD for any camps/session/event/activity.

I understand that I have given up substantial rights by signing it, and agree to be bound by its terms for myself and on behalf of the listed minors. If any portion of this agreement is found to be void or unenforceable by Singapore law, the remaining portion shall remain in full force and effect.