



KEIKI CLIMBERS, LLC  
SOFT PLAY EQUIPMENT RENTAL

**LIABILITY WAIVER AND HOLD HARMLESS AGREEMENT**

PLEASE READ THE FOLLOWING carefully before signing.

On behalf of all children and adults in my care (who are referred to herein as the "Participant") and in consideration of the Participant being permitted to participate in the Activities (as defined below) conducted by KEIKI CLIMBERS,LLC, the Participant and I agree as follows:

1. Activities-The Participant will participate in various activities offered by Keiki Climbers (the "Activities"), including but not limited to, the following:
2. Assumption Of Risk- I understand that the Activities entail the risk of severe bodily injury to the Participant. Injuries that could result will vary, but may include (a) minor injuries such as scratches, bruises, and sprains; (b) major injuries such as eye injury or loss of sight, joint or back injuries and concussions; and catastrophic injuries, including paralysis and even death. Notwithstanding these risks and other hazards that may be foreseeable but not specifically identified herein, I, for myself and the Participant and our respective heirs, personal representatives and assigns, understand, acknowledge, and expressly and voluntarily assume all risks and full responsibility for any injury arising out of or related to the Activities.
3. Release, Discharge and Agreement Not To Sue- I, for myself and the Participant and our respective heirs, personal representatives and assigns, do hereby release, discharge and agree not to sue Keiki Climbers and its managers, members, employees and/or other agents, for any injury to or death of the Participant arising, directly or indirectly, from participation in the Activities. This release, discharge and covenant not to sue shall relate to any and all claims or legal rights now existing or arising in the future, including claims and legal rights arising out of any negligence of Keiki Climbers and/or its managers, members, employees and/or other agents and any other breach of a legal duty arising out of common law, statute, contract or otherwise.
4. Indemnification And Hold Harmless- I agree to indemnify Keiki Climbers and hold Keiki Climbers harmless from, without limitation, any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees and costs, incurred due to claims brought by any third party as a result of or arising out of the Participant's involvement in the Activities and to reimburse Keiki Climbers for any such costs, expenses and fees as they are incurred.
5. Severability- This document is intended to be as broad and inclusive as is permitted by the laws of the State of Hawaii and if any provision (or part of any provision) contained herein is deemed to be invalid, the balance of the provisions shall continue in full legal force and effect, notwithstanding such invalidity.

I HAVE READ THIS LIABILTY WAIVER AND HOLD HARMLESS AGREEMENT, FULLY UNDERSTAND ITS TERMS AND THAT I HAVE GIVEN UP SUBSTATIAL RIGHTS FOR MYSELF AND FOR THOSE WHOM I HAVE ASSUMED RESPONSIBILTY. BY MY SIGNATURE, I FREELY AND VOLUNTARILY AGREE TO THESE TERMS.

Clearly PRINT and SIGN your NAME for acceptance of responsibility.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Contact Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date