



Birthday Party
Attendant Information and
Waiver

Party Host: _____
Date of Birth: _____

Name of Party Attendant: _____

Address: _____

City, State, Zip Code: _____

Name of Parent or Legal Guardian: _____ Home #: _____

Email Address: _____
(Please provide your email address for contact on Upcoming Events and Offers)

Does Party Attendee have any known health related problems or issues?
No [] Yes []
If Yes, please explain:



Name of Physician: _____ Physician Phone: _____

WAIVER AND RELEASE OF LIABILITY

In consideration of _____, a minor, being allowed to be a Member of Knuckleheads, I agree, on my own behalf and on behalf of said minor (hereinafter I refer to myself and the minor as "MEMBER") to WAIVE AND RELEASE, indemnify, hold harmless and forever discharge KNUCKLEHEADS, Inc. ("KNUCKLEHEADS"), and its agents, employees, officers, directors, affiliates, insurers, representatives, successors and assigns (the "Released Persons") of and from any and all claims, demands, causes of action, lawsuits, damages and liabilities, of every kind and nature (including but not limited to claims for attorneys' fees and costs), whether known or unknown, in law or equity, that MEMBER may have (now or in the future) arising from, or in any way related to (directly or indirectly), MEMBER'S membership at KNUCKLEHEADS, Member's use of KNUCKLEHEADS's facilities, or MEMBER's participation in KNUCKLEHEADS's activities, provided that this waiver of liability does not apply to any acts of the Released Persons that constitute gross negligence, or intentional, willful or fraudulent misconduct.
MEMBER understands that the activities in which said minor may participate as a member of KNUCKLEHEADS are inherently dangerous and could cause serious injuries, including bodily injury, damage to personal property, and/or death. MEMBER ASSUMES THOSE RISKS and any and all risks associated with being a member of KNUCKLEHEADS, the use of KNUCKLEHEADS's facilities, or participation in KNUCKLEHEADS's activities. MEMBER understands that the activities that are inherently dangerous include, but are not limited to, cardiovascular activities at the facility, using the facility and its equipment in any manner form or fashion, and practicing and/or engaging in weightlifting activities, and other related activities on and off the premises. Use of the facility and its equipment includes but is not limited to the use of: Espresso Sparks Cycles, Cybex Trazer, Sportwall, Fitinteractive, Dance Dance Revolution™ (DDR), Exer-Station, Hoggan Training Equipment, Strength Equipment, Player Lounge, and any other equipment KNUCKLEHEADS may provide for use in the facility from time to time.
MEMBER agrees that it is MEMBER's responsibility to consult with MEMBER's physician about the appropriateness of MEMBER using KNUCKLEHEADS's facilities and equipment. KNUCKLEHEADS is NOT responsible for determining whether MEMBER is physically or mentally able to use (or continue to use) KNUCKLEHEADS's facilities and equipment.
MEMBER agrees that KNUCKLEHEADS is not responsible for supervising MEMBER (or other minor children using the facility) or preventing MEMBER from leaving any KNUCKLEHEADS's facility. KNUCKLEHEADS is NOT a daycare facility and expressly disclaims any responsibility for the supervision or safety of the minor children who use KNUCKLEHEADS's facilities. Without limiting the generality of the foregoing WAIVER AND RELEASE, MEMBER also waives and releases the Released Persons from any claims related to KNUCKLEHEADS's supervision or failure to supervise the people who use its facilities.
MEMBER agrees that KNUCKLEHEADS may videotape anywhere within its premises at any time. Without limiting the generality of the WAIVER AND RELEASE stated above, MEMBER also waives and releases the Released Persons from any claims related to KNUCKLEHEADS's videotaping or failure to videotape on KNUCKLEHEADS's premises.
This WAIVER AND RELEASE is a general release. THIS WAIVER AND RELEASE EXTENDS TO ALL RISKS, whether known or unknown, and whether foreseeable or unforeseeable, that involve the alleged negligence of any of the Released Persons.
This WAIVER AND RELEASE contains the entire agreement between the parties and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only if agreed to in a signed writing by the President of KNUCKLEHEADS.
This WAIVER AND RELEASE will continue in full force and effect after MEMBER stops using KNUCKLEHEADS's facilities and after MEMBER's membership in KNUCKLEHEADS terminates. This WAIVER AND RELEASE is binding on MEMBER's successors and assigns, personal representative, heirs, parents, legal guardians, and next of kin. MEMBER agrees that this WAIVER AND RELEASE may be assigned by KNUCKLEHEADS and is enforceable by KNUCKLEHEADS's successors.
MEMBER'S PARENT OR GUARDIAN HAS READ, UNDERSTANDS AND FULLY AGREES TO THE TERMS OF THIS WAIVER AND RELEASE. I UNDERSTAND AND CONFIRM THAT BY SIGNING THIS WAIVER AND RELEASE THAT SAID MINOR AND I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS. I HAVE SIGNED THIS AGREEMENT FREELY, VOLUNTARILY, UNDER NO DURESS OR THREAT OF DURESS, WITHOUT INDUCEMENT, PROMISE OR GUARANTEE BEING COMMUNICATED TO ME. MY SIGNATURE IS PROOF OF MY INTENTION TO EXECUTE A COMPLETE AND UNCONDITIONAL WAIVER AND RELEASE OF ALL LIABILITY TO THE FULL EXTENT PERMITTED BY LAW.
SHOULD A MEDICAL EMERGENCY ARISE, KNUCKLEHEADS will attempt to contact the parent/guardian immediately, assuming that circumstances allow. If the undersigned is not immediately available for consultation, permission is granted KNUCKLEHEADS to obtain medical treatment for the minor child as deemed reasonably necessary.

Attendee Name: _____

Signature of Parent or Legal Guardian: _____ Date: _____

I am the(check one box): [] legal guardian, or [] parent with legal custody of the above-named minor child. I am signing in the minor child's behalf.
In case of a medical emergency, I can be reached at the following number: _____

