

JJ's Party & Play Club

Waiver & Release of Liability

RELEASE AND WAIVER OF LIABILITY FOR PARTICIPANTS, GUARDIANS, AND MINORS

In consideration of being allowed to enter, use, and participate in any activity, play, class, event, or service at JJ's Party & Play Club (the "Facility"), located at 9 Ridge Rd, North Arlington, NJ 07031, the undersigned, on behalf of themselves and any accompanying minor(s), agrees to the terms below:

1. **ASSUMPTION OF RISK & WAIVER**

I acknowledge and voluntarily assume all risks—both known and unknown—associated with visiting JJ's Party & Play Club, including participation in play activities, events, classes, food/beverage consumption, or general presence on the premises. I waive all claims and expressly release JJ's Party & Play Club, its owners, officers, employees, agents, affiliates, and representatives from any liability, including personal injury, property damage, or loss, even if arising from negligence.

2. **HEALTH & FITNESS TO PARTICIPATE**

I certify that I and my child(ren) are physically capable of participating in activities at JJ's and have not been advised otherwise by a healthcare provider. I take full responsibility for any dietary restrictions or reactions to food or beverages consumed on-site.

3. **RELEASE OF LIABILITY**

On behalf of myself, heirs, executors, and assigns, I release JJ's Party & Play Club and its affiliates from any claims arising from personal injury, disability, property damage, theft, or death resulting from participation or presence in the Facility, including incidents caused by negligence.

4. **RESPONSIBILITY FOR DAMAGES**

I agree to be financially responsible for any damage to the Facility or equipment caused by negligence, recklessness, or willful actions by me or my child(ren).

5. **RULES & SAFETY COMPLIANCE**

I agree to follow all safety rules and guidelines posted or provided by staff. Any hazard or injury occurring during my visit will be reported immediately to a staff member.

6. **BINDING EFFECT**

This waiver governs all visits to JJ's Party & Play Club, including one-time visits, memberships, parties, and private events.

7. **FACILITY GUIDELINES**

No shoes on the play floor; grip socks required. Adult supervision is required for all children. Food/beverages prohibited in the play area. Everyone is expected to treat guests, staff, and the Facility with respect, patience, and kindness. JJ's is an inclusive, ADA-compliant environment supporting children of all abilities. Please help us maintain this safe, supportive, and welcoming space.

8. **REQUIRED SIGNATURE**

Every participant must have a waiver signed by a parent, legal guardian, or authorized adult. Without a signed waiver, participation is prohibited. This waiver remains in effect for the duration of any membership or visit, unless revoked in writing.

9. **LEGAL COSTS & INDEMNIFICATION**

I agree to indemnify JJ's Party & Play Club for any legal fees or collection costs incurred in enforcing this agreement or collecting unpaid charges. Interest may accrue on outstanding balances as allowed under New Jersey law.

10. **SEVERABILITY**

If any part of this waiver is found invalid or unenforceable, the remaining sections remain effective.

11. **PHOTO/VIDEO RELEASE**

I grant permission for JJ's Party & Play Club to photograph or videotape children and families in the Facility for marketing purposes (e.g., website, social media, print). Families may opt out by notifying staff at check-in.

12. ASSUMPTION OF RISK BY MINORS

I confirm I am the legal guardian of the child(ren) named below (or have permission to sign). I acknowledge all risks associated with participation, including those arising from others.

13. DISPUTE RESOLUTION

Any dispute related to this agreement shall be resolved by binding arbitration under the American Arbitration Association, within 25 miles of the Facility, per their rules.

14. GOVERNING LAW

This agreement is governed by and interpreted according to the laws of New Jersey. By signing below, I confirm I have read, understand, and voluntarily agree to this Waiver & Release of Liability.

Parent/Guardian Name: _____

Signature:_____ Date: _____

Child(ren)'s Name(s): _____

Parent/Guardian Name (if there is 2nd adult accompanying child(ren)):_____

Signature:_____ Date:_____