



IMPORTANT – PLEASE READ CAREFULLY

THIS DOCUMENT IS A LEGALLY BINDING WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

By signing this document, you acknowledge that you have read and understood its contents and that you are waiving certain legal rights, including the right to bring a lawsuit against Hackworth Holdings LLC d/b/a The Kid Community for injuries or damages resulting from ordinary negligence.

FIELD TRIP LIABILITY WAIVER & RELEASE OF CLAIMS

Hackworth Holdings LLC d/b/a The Kid Community
919 Preacher Roe Blvd.
West Plains, MO 65775

Child Information

Child's Full Name: _____ Date of Birth: _____

Parent / Legal Guardian Information

Parent/Legal Guardian Name: _____

Relationship to Child: _____

Phone: _____ Email: _____

Emergency Contact (if different): _____ Phone: _____

WAIVER ACKNOWLEDGMENT

By initialing below, I confirm that:

- I have read this entire Liability Waiver and Assumption of Risk Agreement.
- I understand that it releases Hackworth Holdings LLC d/b/a The Kid Community from liability for injuries caused by ordinary negligence.
- I understand that I am giving up certain legal rights, including the right to bring a lawsuit.

Parent / Guardian Initials: _____

Parent/Guardian Signature: _____

Printed Name: _____

Date: _____

1. Acknowledgment of Risk

I understand that participation in activities at The Kid Community involves inherent and unavoidable risks. These risks include, but are not limited to, running, climbing, jumping, sliding, playground-style activities, accidental falls, collisions with other children, equipment-related injuries, and exposure to common childhood illnesses.

While Hackworth Holdings LLC d/b/a The Kid Community strives to maintain a safe, clean, and supervised environment, I acknowledge that injuries or illnesses may occur.

2. Assumption of Risk

I voluntarily and knowingly assume all risks, both known and unknown, foreseeable and unforeseeable, arising from my child’s participation in activities at The Kid Community, including risks arising from the ordinary negligence of Hackworth Holdings LLC, to the fullest extent permitted under Missouri law.

3. Release and Waiver of Liability

In consideration of my child being permitted to participate in activities at The Kid Community, I hereby release, waive, discharge, and hold harmless Hackworth Holdings LLC d/b/a The Kid Community, its owners, members, managers, employees, volunteers, agents, and representatives (collectively referred to as the “Releasees”) from any and all claims, liabilities, demands, damages, losses, costs, or causes of action arising out of or related to injury, illness, loss, or damage sustained by my child while on the premises or participating in activities.

This release applies whether such injury or damage results from the ordinary negligence of the Releasees or otherwise, to the fullest extent permitted under Missouri law.

This release does not apply to claims arising from gross negligence or willful misconduct.

4. Indemnification

I agree to indemnify, defend, and hold harmless Hackworth Holdings LLC d/b/a The Kid Community from and against any and all claims, actions, suits, costs, damages, liabilities, and attorney fees brought by or on behalf of my child or any third party arising out of my child’s participation in activities at The Kid Community. I further agree to reimburse Hackworth Holdings LLC for any such expenses incurred.

5. Medical Authorization

In the event of illness or injury, I authorize The Kid Community staff to obtain emergency medical treatment for my child if I cannot be reached in a timely manner.

I understand and agree that I am solely responsible for any medical expenses incurred as a result of such treatment.

6. Supervision

Children attending as part of a school group remain under the primary supervision and responsibility of their school’s teachers and staff. The Kid Community provides general facility supervision but does not provide individualized or one-on-one supervision of any child.

7. Rules and Safety Compliance

I acknowledge that The Kid Community maintains posted safety rules and operational guidelines intended to promote a safe environment for all participants.

I agree that my child will follow all posted rules and instructions provided by The Kid Community staff.

Failure to follow safety rules or staff instructions may result in removal from activities without refund. Hackworth Holdings LLC shall not be responsible for injuries resulting from a participant’s failure to follow posted rules or instructions.

8. Photo & Media Release (Optional)

The Kid Community maintains video surveillance for security and safety purposes.

Photographs or video recordings used for promotional or marketing purposes will only be used with the express written consent of the child’s parent or legal guardian. **(Check One)** I GIVE permission for my child to be photographed or recorded for promotional purposes. I DO NOT give permission for my child to be photographed or recorded for promotional purposes.

9. Behavioral Policy The Kid Community reserves the right to refuse or discontinue a child’s participation in activities for safety reasons including, but not limited to:

- Repeated inability to follow posted rules
- Inadequate supervision by accompanying adults
- Destruction or theft of property
- Presence of illness or symptoms that may be contagious. The Kid Community utilizes a progressive warning system commonly referred to as a “3 Strikes” policy. If unsafe behavior continues after reasonable warnings, the child may be removed from play for the remainder of the visit. Refunds will not be issued in such circumstances.

10. Damage or Theft of Property

If a child under my care intentionally damages or steals property belonging to Hackworth Holdings LLC d/b/a The Kid Community, I agree to be financially responsible for the cost of repair or replacement within fifteen (15) days of notification.

11. Food & Beverage Policy

Food and beverages must remain within designated areas provided by The Kid Community during booked events.

Unless specifically arranged in advance, The Kid Community does not provide food or beverages. Accordingly, Hackworth Holdings LLC d/b/a The Kid Community shall not be responsible for food allergies, reactions, or related medical issues arising from food or beverages brought onto the premises.

12. Governing Law and Venue

This agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

Any legal action arising from this agreement shall be brought exclusively in a court of competent jurisdiction located in Howell County, Missouri.

13. Severability

If any provision of this agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

14. Binding Effect

This agreement shall be binding upon the parent or legal guardian and the minor child, and their respective heirs, executors, administrators, assigns, and personal representatives.

15. Entire Agreement

This document constitutes the entire agreement between the parties and supersedes any prior oral or written agreements or representations.

16. Affirmative Acknowledgment of Understanding

I acknowledge that I have had sufficient time to read this entire document and that I fully understand its contents. I understand that this agreement includes a release of liability and assumption of risk, and that by signing it I am giving up certain legal rights, including the right to bring a lawsuit against Hackworth Holdings LLC d/b/a The Kid Community for injuries or damages resulting from ordinary negligence. I acknowledge that I am signing this agreement freely and voluntarily and that no oral representations or statements have been made to me apart from what is contained in this written agreement.