

ACKNOWLEDGEMENT OF RISK AND RELEASE OF

LIABILITY WAIVER – PLANET PLAY

In my capacity as PARTICIPANT and/or PARENT OR LEGAL GUARDIAN, in consideration of the participation in the activities and events operated by the Operators¹ at the Establishment² (hereinafter collectively referred to as the Operators), I hereby declare that I am aware of the risks connected with such participation and release the Operators, their members, owners, management, employees, contractors, agents, successors, sponsors and other entities working for or with them, from all liability and all claims, including but not limited to all liability caused by the only or partial fault of the Operators, loss, costs, damages, and causes of action, foreseen and unforeseen, including but not limited to injury to the person or property and emotional and bodily injuries, as well as death, deriving from or related to my participation in the activities and events offered and organised by the Operators.

I hereby release and hold harmless the Operators, and all sponsors of the activities and events offered by the Operators from any and all liability for any loss, damage, or expense that I and/or the participant(s) may suffer as a result of the participation in the activities and events offered by the Operators, from any cause whatsoever, including but not limited to, negligence or breach of contract on the part of the Operators, and all sponsors of the activities and events offered by the Operators, in the operation, supervision, design, maintenance, or condition of the equipment used during the activities and events offered by the Operators and all surrounding areas.

I understand that by engaging in the activities and events offered by the Operators, participants are exposed to various inherent risks and dangers. I voluntarily accept and assume all inherent risks and dangers, including the possibilities of emotional and bodily injuries, death, losses and damages, including but not limited to property damage, resulting from the participation in any activities offered by the Operators. I also agree to pay the Operators for all foreseen and unforeseen damages to the property, facilities and equipment caused as a result of the participation.

In the event of an emergency requiring medical care wherein I or the emergency contact person cannot be reached, I authorise the Operators to use its best efforts to obtain whatever medical treatment it, in its sole discretion, deems appropriate under the circumstances, and consent to receive such medical treatment, if any. I acknowledge that the Operators shall have no responsibility to pay for medical treatment and related costs in any event.

This release shall continue in force each time I and the participants I am declaring to be under my guardianship and responsibility participate in the activities and events offered by the Operators. This release shall be binding upon myself, my family, my representatives, agents, assigns, successors and heirs.

By signing and agreeing to this waiver, you are authorising the Operators at any designated point of entry within Planet Play that :

- a. I have read the content of this acknowledgement of risk and release of liability waiver form, I understand it and sign it freely.
- b. I am at least 18 years of age / I am the duly authorised parent or legal guardian to give my consent for the participation of the participant/s herein listed who are under 18 years of age.
- c. I/participant(s) have not consumed alcohol or drugs, or similar substances.
- d. I/participant(s) am/are aware that some people may experience nausea, disorientation, vertigo, seizures, motion sickness, general discomfort, eye strain, headaches or anxiety during certain activities and events offered by the Operators.
- e. I/participant(s) am/are aware that people with epilepsy may be adversely affected by certain activities and events offered by the Operators.
- f. I/participant(s) am/are aware that certain medical devices, such as cardiac pacemakers, may be affected by certain activities and events offered by the Operators.
- g. The participant(s) acknowledge that flash photography may occur during the activity or event chosen and that flash photography involves sudden and intense bursts of light that may cause temporary discomfort or irritation.
- h. I/participant(s) am/are physically fit and mentally capable of participating in the activity or event chosen.
- i. I/participant(s) do not have a physical condition that impairs my ability to understand and follow directions and participate without creating risk to others or to myself/themselves.
- j. I/participant(s) will follow all rules and instructions given by the operating staff of each activity or event and instructions posted within each particular activity area and event.
- k. I/participant(s) am/are aware I am waiving certain legal rights including the right to sue.

The Operators reserve the right to deny participation to any person for any reason, but not limited to, failure to complete and sign this Acknowledgment of Risk and Release of Liability Waiver form, failure to follow all rules and instructions given by the operating staff of each particular activity of event and instructions posted within each particular activity area and event, display of actions or attitude that the Operators deem to be detrimental to its business, possession of banned or illegal substances on establishment grounds and engaging in unsafe or erratic behaviour/actions. In such an instance, the Operators reserve the right to require that any person leave the establishment immediately and without refund of any fees paid.

I reserve the right to withdraw from participation in, for any reason and at any time prior to or during any particular activity or event, but that in the event of such withdrawal, I shall continue to be subject to the foregoing. In such an instance, I acknowledge that any fees already paid are non-refundable.

If any term of this Acknowledgment of Risk and Release of Liability Waiver form or any application of any such term shall be invalid, illegal or unenforceable, the remainder of this Acknowledgment of Risk and Release of Liability Waiver form and any other application of such term shall remain in full force and effect.

1 CF Estates Ltd., a private company incorporated under the laws of Malta, bearing company registration number C 102632 and having its registered office situated at CF Business Centre, Level 1, Triq Gort, Paceville, San Giljan, STJ 9023, Malta (hereinafter referred to as the Operator)

2 Mercury Commercial Mall Ltd., a private company incorporated under the laws of Malta, bearing company registration number C100729 and having its registered office situated at Mercury House, Triq San Gorg, Paceville, San Giljan, STJ 3202, Malta (hereinafter referred to as the Establishment)

I, in my capacity as PARTICIPANT and/or PARENT / LEGAL GUARDIAN, hereby undertake to be bound by the terms of this Acknowledgment of Risk and Release of Liability Waiver form for myself and/or the participants of whom I declare to have parenthood and/or legal guardianship responsibility.

Name & Surname of Parent/Guardian _____

Signature _____

Contact No _____

Name & Surname of Child you are signing this waiver for _____

Date _____