

BACCHA PARTY MALAD WAIVER FORM

In consideration of the use of the premises, facilities and services of Baccha Party Indoor Play Area and Trampoline, described below, I (the "Visitor") and, if the Visitor is less than eighteen years of age (a minor), his or her parent or legal guardian (the "Parent"), who is executing this agreement on behalf of the Visitor and hereby represents and warrants that they are such Visitor's parent or legal guardian) understand, acknowledge and hereby agree as follows:

The Facility: This agreement pertains to Baccha Party Indoor Play Area which is co-owned by SKJ PureFun India Pvt Ltd., located at Ground Floor, Goldline Business Center, Link Road, Ram Nagar, Malad W, Mumbai 400064 (the "Facility").

Activities and Risks: I acknowledge that my or my child(ren)'s use of Baccha Party's facilities or participation in Baccha Party games or activities ("the Activity") entails known and unanticipated risks that could result in physical or emotional injury including, but not limited to broken bones, sprained or torn ligaments, paralysis, death, or other bodily injury or property damage to myself, my child(ren), or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the Activity. I expressly agree and promise to accept and assume all of the risks existing in the Activity. My and/or my child(ren)'s participation in the Activity is purely voluntary and I elect to participate, or allow my child(ren) to participate in spite of the risks. If I and/or my child(ren) are injured, I acknowledge that I and/or my child(ren) may require medical assistance, which I acknowledge will be at my own expense or the expense of my personal insurer(s). I hereby represent and affirm that I have adequate and appropriate insurance to provide coverage for such medical expense. I UNDERSTAND AND AGREE THAT BACCHA PARTY WILL NOT PAY FOR ANY COST OR EXPENSES INCURRED BY ME IF I AND/OR MY CHILD(REN) ARE INJURED. In consideration of Baccha Party allowing my participation in trampoline games or activities, I for myself and on behalf of my child(ren) and/or legal ward, heirs, administrators, personal representatives, or assigns, do agree to hold harmless, release and discharge Baccha Party of and from all claims, demands, cause of action, legal liability, and injuries, including death, whether the same be known or unknown, anticipated or unanticipated, due to Baccha Party's negligence. I, for myself and on behalf of my child(ren) and/or legal ward, heirs, administrators, personal representatives, or any assigns, further agree I shall not bring any claims, demands, legal actions, and causes of action against Baccha Party for any economic and non-economic losses due to bodily injury, death, property damage sustained by me and/or my minor child(ren) that are in any way associated with the Activity. Should Baccha Party or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this Agreement, I for myself and on behalf of my child(ren), and/or legal ward, heirs, administrators, personal representatives or assigns, agree to indemnify and hold them harmless for all such fees and costs.

Release and Indemnity: I, for myself and, to the maximum extent allowed by law, on behalf of my minor child or ward, if applicable, agree to release and not to sue, and to defend and indemnify (that is, to pay or reimburse damages and costs, including attorneys' fees), Baccha Party Indoor Play Area, SKJ PureFun India Pvt Ltd., and their respective owners, members, directors, officers, staff and contractors (all referred to as "Released Parties") with respect to any and all claims of injury, disability or death, products liability (including strict liability), breach of warranty or other loss or damage to person or property in any way related to my, or the minor Visitor's, visit to the Facility, including the use of its facilities, equipment or services. These agreements of release and indemnity include loss or damage caused or claimed to be caused in whole or in part by the negligence, but not the intentional wrongs or the gross negligence, of a Released Party.

Other: I acknowledge and agree to the following additional provisions:

I agree to abide by the Facility rules.

I hereby authorize and grant permission to the Facility to secure emergency medical treatment for myself or, if my minor child or ward is the Visitor, for the minor. I have insurance sufficient to

cover medical costs that may be incurred and/or in any event I agree to be responsible for such costs. I represent that neither I nor the minor Visitor (if applicable) have any mental or physical condition that might create risks to ourselves or to others. I understand that the Facility reserves the right to deny or terminate a Visitor's participation in its Activities, in its sole discretion. I authorize the Facility to take photographs and videos of me or the minor Visitor for any lawful purpose (e.g., publicity, web content) without compensation and agree that such photographs and video are the property of the Facility.

I, along with the Released Parties, agree that the laws of the State of Maharashtra shall govern this agreement and that any action or claim relating in any way to this agreement, the Facility, the Activities, or any other dispute between a Released Party and a Visitor or Parent shall be brought solely in a court of competent jurisdiction in Thane, Maharashtra. The prevailing party in any such action or claim shall be entitled to recover its related costs including attorneys' fees. I, along with the Released Parties, AGREE TO WAIVE MY RIGHT TO A TRIAL IN ANY ACTION OR PROCEEDING related in any way to this agreement, the Facility, or the Activities.

This agreement shall be binding, to the fullest extent allowed by law, on all persons signing below, the minor child, if any, and their respective successors, heirs, executors, administrators and family members. It may not be altered. If any part of this document is deemed by a court of competent jurisdiction to be unenforceable the remainder shall nevertheless remain in full force and effect.

I understand that each time I, or the minor Visitor, visits a Facility, then I, or the minor Visitor, shall be and remain bound by the terms and conditions herein; provided, however, that the Facility may require a modification or replacement agreement in the future as a condition to further visits to the Facility.

WARNING: A person who falsifies his or her signature below or misrepresents the capacity (as parent or legal guardian, for example) in which they sign will be considered a FORGER and in addition to other civil and criminal penalties will be deemed to have agreed to indemnify the Released Parties from and against any claim of loss asserted by or on behalf of a person whose visit to the Facility was facilitated by that forgery.

I have read, understood, and fully informed myself of the contents of this agreement, which constitutes a binding contract.

For a minor, 17 years and younger:

Parent/Guardian Signature: Date:

I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR VISITOR AND I HAVE READ THIS VISITOR AGREEMENT (WHICH INCLUDED AGREEMENTS OF RELEASE AND INDEMNITY) IN ITS ENTIRETY. I AM SIGNING THIS VISITOR AGREEMENT ON MY OWN BEHALF AND ON THE BEHALF OF THE MINOR VISITOR(S).

1) Minor Name:

2) Minor Name:

3) Minor Name:

Address:

For an adult, 18 years and older:

Adult Visitor Signature: Date:

I HAVE READ THIS VISITOR AGREEMENT (WHICH INCLUDES AGREEMENTS OF RELEASE AND INDEMNITY) IN ITS ENTIRETY AND I AM SIGNING IT ON MY OWN BEHALF.

Name:

Address:

Emergency Contact:

Phone:

Relation: