



TINY PITS AND PLAY

Indoor Play Space

**TINY PITS AND PLAY LLC
2883 DULLES AVE, MISSOURI CITY, TEXAS 77459**

This Waiver, Release, Assumption of Risk, Covenant Not to Sue, and Indemnification Agreement (“Agreement”) is entered into by the undersigned adult participant and/or parent or legal guardian (“Participant” or “Parent/Guardian”) on behalf of themselves and the minor child(ren) identified below (“Child” or “Participant Child”), in favor of Tiny Pits and Play LLC, its owners, members, managers, officers, employees, agents, contractors, volunteers, insurers, successors, and assigns (collectively, “Released Parties”).

RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

1. Activities and Premises. Tiny Pits and Play LLC operates an indoor children’s play and activity facility offering, among other things, open play, climbing, crawling, sliding, jumping, soft play, sensory activities, party events, instruction, and related programs (collectively, the “Activities”). The Activities take place on the premises owned, leased, or operated by Tiny Pits and Play LLC, including all play structures, equipment, common areas, and adjacent areas (collectively, the “Premises”).
2. Assumption of Risk. I understand and acknowledge that participation in the Activities involves inherent and unavoidable risks, including but not limited to slips, falls, collisions, contact with other participants, misuse of equipment, equipment failure or malfunction, uneven surfaces, exposure to bodily fluids, contagious illnesses, cuts, bruises, sprains, fractures, concussions, head injuries, soft-tissue injuries, permanent injury, paralysis, emotional injury, or death. I understand that these risks may arise from the actions, omissions, or negligence of the Participant, other children, parents or guardians, staff, independent contractors, or third parties, as well as from the condition of the Premises or equipment.

TO THE FULLEST EXTENT PERMITTED BY LAW, I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS ON BEHALF OF MYSELF AND THE PARTICIPANT CHILD, whether known or unknown, foreseeable or unforeseeable, and whether arising from ordinary negligence or otherwise.

3. Communicable Disease and Health Risks. I acknowledge the risk of exposure to communicable diseases, including but not limited to COVID-19 and other viral or bacterial illnesses. I understand that the Released Parties cannot guarantee that I or the Participant Child will not be exposed to or infected by such illnesses. I voluntarily assume all risks related to exposure to communicable diseases and agree that access to the Premises may be denied if symptoms of illness are observed or reported. I represent that neither I nor the Participant Child is knowingly experiencing symptoms of a contagious illness at the time of entry.
4. Supervision and Responsibility. I understand that the Released Parties do not provide childcare or individual supervision. I agree that I am solely responsible for supervising the Participant Child at all times, ensuring compliance with posted rules and staff instructions, and preventing unsafe conduct. I agree not to leave the Premises while the Participant Child is engaged in the Activities. I accept responsibility for any damage to property or equipment caused by myself or the Participant Child, excluding ordinary wear and tear.
5. Release and Waiver of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, I hereby release, waive, discharge, and hold harmless the Released Parties from **any and all** claims, demands, causes of action, damages, losses, liabilities, costs, and expenses, including attorneys' fees, arising out of or related to my or the Participant Child's participation in the Activities or presence on the Premises, **INCLUDING CLAIMS ARISING FROM THE ORDINARY NEGLIGENCE OF THE RELEASED PARTIES.** This release applies to claims for personal injury, bodily injury, illness, emotional distress, property damage, wrongful death, and any other loss, whether known or unknown.
6. Covenant Not to Sue. I agree that neither I nor the Participant Child, nor anyone acting on our behalf, will initiate or maintain any lawsuit, claim, or legal proceeding against any Released Party for any matter released under this Agreement, except to the extent such waiver is expressly prohibited by applicable law.
7. Indemnification. I agree to defend, indemnify, and hold harmless the Released Parties from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses (including attorneys' fees) arising out of or related to: (i) my acts or omissions or those of the Participant Child; (ii) any violation of this Agreement; (iii) any claim brought by or on behalf of the Participant Child or any third party arising from participation in the Activities; and (iv) any misrepresentation regarding authority or capacity to execute this Agreement.
8. Health Representation. I represent that the Participant Child is in good health and has no medical or physical condition that would increase the risk of injury or prevent safe

participation. I agree to disclose any relevant medical conditions, allergies, or special needs prior to participation.

9. Arbitration and Waiver of Jury Trial. Any dispute or claim arising out of or relating to this Agreement, the Activities, or the Premises shall be resolved exclusively by binding arbitration administered by the American Arbitration Association under its applicable rules. **I UNDERSTAND AND AGREE THAT I AM WAIVING THE RIGHT TO A JURY TRIAL AND TO LITIGATE IN COURT.**

10. Photo and Media Release. Unless I opt out in writing, I grant the Released Parties the irrevocable right to use photographs or video recordings of the Participant Child taken on the Premises for promotional and commercial purposes without compensation.

11. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Premises are located. To the extent arbitration is not permitted, venue shall lie exclusively in the county where the Premises are located.

12. Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or representations. No modification shall be valid unless in writing and signed by the Released Parties.

14. Acknowledgment. I acknowledge that I have read and fully understand this Agreement, understand that I am giving up substantial legal rights, and sign it freely and voluntarily on behalf of myself and the Participant Child.

PARTICIPANT ACKNOWLEDGMENT AND SIGNATURE

By signing below, I certify that I am the parent or legal guardian of the Participant Child(ren) identified below, or otherwise have full legal authority to execute this Agreement on their behalf. I acknowledge that I have carefully read this Waiver, Release, Assumption of Risk, Covenant Not to Sue, and Indemnification Agreement in its entirety, fully understand its terms, and understand that I am waiving substantial legal rights for myself and the Participant Child(ren). I voluntarily agree to be bound by all terms of this Agreement.

Parent / Legal Guardian Name (Print): _____

Parent / Legal Guardian Signature: _____

Date: _____

Phone Number: _____

Email Address: _____

PARTICIPANT CHILD(REN)

| Child Name | Date of Birth | Age |
|-------------------|----------------------|------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

AUTHORITY AND CONSENT CONFIRMATION

I represent and warrant that I am the lawful parent or legal guardian of the Participant Child(ren) listed above and that I have full authority to execute this Agreement on their behalf.

Initials (Parent / Guardian): _____