

Lovebug's Playground

We want to make sure each of our guests has a safe & fun experience, so we ask everyone to follow these rules:

- Anyone who is sick or showing signs of sickness should leave immediately and come back when well.
- On the play mats, shoes must come off and everyone must wear socks at all times. (If needed, socks can be purchased at the check-in counter.)
- No food in the play areas/on the mats.
- Be respectful of everyone in the facility.
- No adult is permitted entry without a child. No child is permitted entry without an adult.
- Two adults are allowed free entrance with each child. (Every adult after the two allotted per child must pay \$5.)
- This is a parent/caregiver-supervised playground. Children must be supervised at all times. You assume the risk for yourself and the children you bring.

PATRON RELEASE OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AND HOLD HARMLESS

In consideration of being permitted by SydneyTule LLC dba Lovebug's Playground to participate in its activities and to use its equipment and facilities, now and in the future, I hereby agree to release, discharge, indemnify and hold harmless SydneyTule LLC dba Lovebug's Playground, its agents, owners, members, directors, employees, volunteers, manufacturers, participants, lessors, related and affiliated entities, successors and assigns (collectively, the "RELEASED PARTIES"), on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in SydneyTule LLC dba Lovebug's Playground entails known and unknown risks that could result in physical or emotional injury, or damage to myself, to property or to third parties. SydneyTule LLC dba Lovebug's Playground activities involve many risks, **including but not limited to the following:** All play equipment and all things inside the facility entails certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Our play equipment exposes its participants to the usual risk of cuts and bruises. Other more serious risks exist as well. SydneyTule LLC dba Lovebug's Playground has no control or is in no way liable for any injury resulting from other minors, parents, or guardians at the facility. In any event, if you or your child, spouse, heirs, assigns, or personal representative is injured, you or your child, spouse, heirs, assigns, or personal representative may require medical assistance, **at your own expense.**
2. I expressly understand the risks, I also understand that all of the risks are done at my own risk, and I agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate despite the risks.
3. I acknowledge that SydneyTule LLC dba Lovebug's Playground serves food on the premises. I fully comprehend and accept all of the risks associated with eating food from SydneyTule LLC dba Lovebug's Playground. I acknowledge those risks include, without limitation, injury or death resulting from food sickness, allergic reactions, and choking. I assume all risks for myself, my spouse, my children, my parents, my heirs, assigns, and personal representatives, known and unknown, foreseeable and unforeseeable, in any way connected with my participation in SydneyTule LLC dba Lovebug's Playground. I acknowledge SydneyTule LLC dba Lovebug's Playground cannot

accommodate food allergies. I retain sole responsibility for ensuring that the food and beverages I choose to consume are consistent with my food restrictions and preferences, and I waive all claims against SydneyTule LLC dba Lovebug's Playground arising out of my consumption of any and all food and beverages to which I may have an allergy or an aversion.

4. I hereby voluntarily fully waive, release, forever discharge, indemnify and hold harmless SydneyTule LLC dba Lovebug's Playground from any and all claims, demands, or causes of action, responsibilities or liabilities, for any kind of injuries, including death, or any kind of damages, which in any way arise out of or are in any way connected with my participation in any or all activity at SydneyTule LLC dba Lovebug's Playground or my use of SydneyTule LLC dba Lovebug's Playground equipment or facilities, or any act or omission of the RELEASED PARTIES including negligence by SydneyTule LLC dba Lovebug's Playground representatives, managers, employees, volunteers and all negligence in the design, construction, manufacture, condition, maintenance, or repair of the equipment or facilities.

5. I further hereby voluntarily release, forever discharge, indemnify and hold harmless SydneyTule LLC dba Lovebug's Playground from any and all claims, demands, or causes of action, responsibilities or liabilities, for any kind of injuries, including death, or any kind of damages, which in any way arise out of or are in any way connected with my minor child(ren)'s attendance at SydneyTule LLC dba Lovebug's Playground (or any child(ren) under my care while at the facility), their participation in any or all activity at SydneyTule LLC dba Lovebug's Playground or my use of SydneyTule LLC dba Lovebug's Playground equipment or facilities, or any act or omission of the RELEASED PARTIES including negligence by SydneyTule LLC dba Lovebug's Playground representatives, managers, employees, volunteers and all negligence in the design, construction, manufacture, condition, maintenance, or repair of the equipment or facilities.

6. Waiver of liability for ordinary negligence of SydneyTule LLC dba Lovebug's Playground: I further acknowledge that SydneyTule LLC dba Lovebug's Playground employees, including managers and volunteers, seek safety but are not infallible. They might be unaware of a participant's fitness or abilities. They may give incomplete warnings or instructions, and the equipment being used might become loose, out of adjustment, or malfunction. There is also a risk that Lovebug's Playground employees may become negligent in, among other things, monitoring and supervising use of its equipment and facilities and in the maintenance and repair of its equipment and facilities. In consideration of permission for my child(ren) to participate in Lovebug's Playground activities, today and on all future dates, I on behalf of myself, my spouse, heirs, children, executors, administrators, personal or legal representatives, and assigns, do hereby waive, release, covenant not to sue and discharge SydneyTule LLC dba Lovebug's Playground from liability from any and all claims, demands, and actions of every name and nature including those arising from the ordinary negligence of the Protected Parties.

7. I agree that if the participant is a minor, I further agree to fully defend, indemnify and hold harmless SydneyTule LLC dba Lovebug's Playground from and against any and all claims, losses, damages, causes of action, suits, and liabilities of every kind, including all expenses of litigation, including but not limited to attorney's fees and costs, arising out of any kind of injury to the minor, including death, property damage or any other damage, which are brought by, or on behalf of the minor, and which in any way arise out of or are connected with activity, use or participation by the minor at SydneyTule LLC dba Lovebug's Playground, including all injuries, death or damages caused by the negligent acts or omissions of SydneyTule LLC dba Lovebug's Playground and/or third parties.

8. I agree that if the participant is a minor, this Release of Liability and assumption of Risk agreement is made on behalf of that minor participant and that all of the releases, waivers and promises herein are binding on that minor participant. I represent that I have full authority as Parent or Legal Guardian to bind the minor participant to this agreement.

9. I further hereby agree to indemnify, defend and hold harmless SydneyTule LLC dba Lovebug's Playground from any and all liability, claims, suits, demands, causes of action, expenses of litigation, including but not limited to, attorneys fees and costs, which arise out of or are connected to injury to other participants at SydneyTule LLC dba Lovebug's Playground, or damage to the property of other persons who

are participants at SydneyTule LLC dba Lovebug's Playground, caused by my or my minor child(ren)'s negligence, fault, acts or omissions. I agree that I will at my own cost and expense defend and indemnify SydneyTule LLC dba Lovebug's Playground against any and all such claims.

10. I certify that I have adequate insurance to cover any injury or damage that I or the minor(s) under my care may cause or suffer while at SydneyTule LLC dba Lovebug's Playground, or alternatively, I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition that I or the minor(s) under my care may have.

11. In the event that I file a lawsuit against SydneyTule LLC dba Lovebug's Playground, I agree to do so solely in the state of Texas and I further agree that the substantive law of Texas shall apply in that action without regard to the conflict of the law rules of that state.

12. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. By signing this agreement, I acknowledge that if I or anyone under my care is hurt or property damaged during my participation in this activity, I may be found by a court of law to have waived and released my or the minor participant's right to maintain a lawsuit against SydneyTule LLC dba Lovebug's Playground or any RELEASED PARTIES on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

13. These affirmations aid SydneyTule LLC dba Lovebug's Playground in providing for the safety of the participant:

a. *Health Status.* I affirm that my child/children/accompanying minor

- i. possesses no health problems that would make participation unwise or risk injury.
- ii. understands that SydneyTule LLC dba Lovebug's Playground advises all participants to seek medical clearance prior to participation.

b. *Medical Care.* I authorize

- i. the use of first aid by Lovebug's Playground if staff deems it is needed.
- ii. the use of CPR if Lovebug's Playground staff deems it is needed.
- iii. Lovebug's Playground to secure emergency medical care and transport if deemed necessary.
- iv. I agree to assume all costs of emergency and medical care and transportation.

c. *Rules and Safety.* I agree

- i. to explain Lovebug's Playground rules and instructions to the child(ren) and parties accompanying me.
- ii. to report all injuries so that Lovebug's Playground may take necessary actions.
- iii. that Lovebug's Playground has the authority to halt my child's participation if it endangers the child or others.
- iv. that Lovebug's Playground requires that the parent/guardian/caregiver take an active role in supervising their child(ren) during play.
- v. to monitor and supervise my child(ren) during play.

By signing this agreement, I acknowledge that if I or anyone under my care is hurt or property damaged during my participation in this activity, I may be found by a court of law to have waived and released my or the minor participant's right to maintain a lawsuit against SydneyTule LLC dba Lovebug's Playground or any RELEASED PARTIES on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Today's date:

The below information must be FILLED OUT COMPLETELY:

Name of adult participant:

Address

City

State

Zip

Email:

Phone number:

Signature:

MINOR CHILD/CHILDREN ACCOMPANYING ABOVE ADULT:

Child:

Birth date:

Child:

Birth date:

Child:

Birth date:

Child:

Birth date:

How did you hear about us?

965 Pinemont #600 Houston, Tx 77018