

# Play House Rules & Waivers

1. **Shoes are not allowed in the play area. All adults and children must wear socks when entering the play area (by health code).** Socks are available for purchase. 2. **No food and drinks are allowed in the play area.** 3. Parents and guardians – not Play House staff – are responsible for children and must remain on site at all times. 4. All guests must wash or sanitize their hands before entering the play area. 5. Play House is not responsible for any lost, damaged or stolen items. Please keep track of your belongings. 6. Children should play in the play areas appropriate to their age. 7. **Only children 6 years of age or younger are allowed to play on the playground equipment.** 8. Play House has a ZERO Bullying policy. Any child or adult seen bullying or harassing others will be asked to leave and will not be entitled to a refund. 9. Children should not climb up slides, or onto any tables or chairs. Participation Agreement, Liability Waiver, and Hold Harmless Agreement I, and as parent or legal guardian of the child (or children) whose name is set forth below (each referred to as a “Participant” and collectively referred to herein as the “Participants”) and in consideration of the Participants being permitted to participate in the Activities (as defined below) conducted by MK Play House LLC, located at 3463 US-21 #109 Fort Mill, SC 29715 (“Play House”) agree as follows: 1. Activities – Activities shall be defined as the various activities and services offered to Participants by Play House, an indoor playground and cafe. 2. I understand that the employees of Play House are not responsible for Participants who utilize the space and it is the responsibility of the undersigned individual to supervise any minors they bring into the facility. 3. I, and the children under my care, understand and agree to the safety rules and play guidelines as outlined on playhousefortmill.com. I acknowledge that these rules and guidelines may change and that I have read and am familiar with them prior to entering the play space and making use of the facility. 4. ASSUMPTION OF RISK – In addition to the inherent risk of exposure to COVID-19, I also understand that the Activities entail the risk of severe bodily injury to the Participants. Injuries that could result may vary, but may include (a) minor injuries such as scratches, bruises and sprains; (b) major injuries such as eye injury or loss of sight, joint or back injuries and concussions; and (c) catastrophic injuries, including paralysis and even death.

I understand that, Play House cannot eliminate all risks or guarantee the safety of the Participants while Participants participate in the Activities. I have made my own investigation of these risks, understand these risks, and assume them knowingly and willingly on behalf of myself and my minor Participant child. Notwithstanding these risks and other hazards that may be foreseeable but not specifically identified herein, I, for myself and any minor Participant child, and our respective heirs, personal representatives and assigns, understand, acknowledge, and expressly and voluntarily assume all risks and full responsibility for any sickness or injury arising out of or related to the Activities.

1. RELEASE, DISCHARGE & AGREEMENT NOT TO SUE – I, FOR MYSELF AND ANY MINOR PARTICIPANT CHILD AND OUR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES AND ASSIGNS, DO HEREBY RELEASE, DISCHARGE AND AGREE NOT TO SUE PLAY HOUSE OR ITS MANAGERS, MEMBERS, EMPLOYEES AND/OR OTHER AGENTS, FOR ANY SICKNESS, INJURY TO OR DEATH OF ANY PARTICIPANT ARISING, DIRECTLY OR INDIRECTLY, FROM PARTICIPATION IN THE ACTIVITIES. THIS RELEASE, DISCHARGE AND COVENANT NOT TO SUE SHALL RELATE TO ANY AND ALL CLAIMS OR LEGAL RIGHTS NOW EXISTING OR ARISING IN THE FUTURE, INCLUDING CLAIMS AND LEGAL RIGHTS ARISING OUT OF ANY NEGLIGENCE OF PLAY HOUSE AND/OR ITS MANAGERS, MEMBERS, EMPLOYEES AND/OR OTHER AGENTS AND ANY OTHER BREACH OF A LEGAL DUTY ARISING OUT OF COMMON LAW, STATUTE, CONTRACT OR OTHERWISE. 2. INDEMNIFICATION AND HOLD HARMLESS – I AGREE TO INDEMNIFY PLAY HOUSE AND HOLD PLAY HOUSE HARMLESS FROM, WITHOUT LIMITATION, ANY AND ALL CLAIMS, ACTIONS, SUITS, PROCEDURES, COSTS, EXPENSES, DAMAGES AND LIABILITIES, INCLUDING ATTORNEY’S FEES AND COSTS, INCURRED DUE TO CLAIMS BROUGHT BY ANY PARTY AS A RESULT OF OR ARISING OUT OF MY OR MY MINOR PARTICIPANT CHILD’S INVOLVEMENT IN THE ACTIVITIES AND AGREE TO REIMBURSE PLAY HOUSE FOR ANY SUCH COSTS, EXPENSES AND FEES. 3. SECURITY CAMERAS. I UNDERSTAND THAT SECURITY CAMERAS INSTALLED AROUND AND WITHIN PLAY HOUSE’S FACILITY ARE FOR THE SAFETY OF ALL PARTICIPANTS AND MAY BE REFERENCED SHOULD ANY INCIDENTS OR INJURY OCCUR. 4. **PHOTO RELEASE.** I GRANT PLAY HOUSE PERMISSION TO USE ANY PHOTOGRAPHS OR VIDEO OBTAINED OF ME OR ANY MINOR PARTICIPANT CHILD AT PLAY HOUSE’S FACILITY FOR ANY LEGAL USE INCLUDING BUT NOT LIMITED TO: PUBLICITY, ADVERTISEMENT AND WEB CONTENT. I UNDERSTAND THAT NO ROYALTY OR OTHER COMPENSATION SHALL BE PAYABLE TO ME OR THE MINOR PARTICIPANT BY REASON OF SUCH USE. 5. PARENT OR LEGAL GUARDIAN CERTIFICATION AND CONSENT – I HEREBY CERTIFY THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR PARTICIPANT CHILDREN WHOSE NAME(S) APPEAR BELOW, AND I HAVE AUTHORITY TO WAIVE RIGHTS ON BEHALF OF THE MINOR PARTICIPANT(S). I HAVE READ AND I UNDERSTAND ALL OF THE PROVISIONS OF THIS DOCUMENT AND THE RISKS OF THE ACTIVITIES. I UNDERSTAND THAT THE ACTIVITIES COULD CAUSE INJURY AND EVEN DEATH. I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE TERMS OF THIS DOCUMENT AND I AM FREELY AND VOLUNTARILY SIGNING THIS DOCUMENT. THIS PARTICIPATION AGREEMENT, LIABILITY WAIVER, AND HOLD HARMLESS AGREEMENT HAS NO EXPIRATION DATE.

I, (print parent name) \_\_\_\_\_ release MK PLAY HOUSE, LLC from all liability.

Child's Full Name: \_\_\_\_\_ Parent signature: \_\_\_\_\_

Date: \_\_\_\_\_ Contact Number: \_\_\_\_\_ Email: \_\_\_\_\_