

*The*  
PLAY HAVEN

BE ALL THAT YOU WERE CREATED TO BE

# CUSTOMER LIABILITY WAIVER

This Waiver and Release Agreement (“Agreement”) is entered into by and between The Play Haven, its owners, employees, agents, and representatives (collectively “the Company”), and the undersigned participant or the legal parent/guardian of the participant (collectively “Participant”).

**1) Assumption of Risk:** Participant acknowledges that using the indoor play studio facility carries inherent risks of injury, illness, or damage to personal property. Participant voluntarily assumes all risks, known and unknown, associated with the use of the Company’s facilities, even if arising from the negligence or fault of the Company.

**2) Release of Liability:** Participant, on behalf of himself/herself and his/her heirs, assigns, personal representatives, and next of kin, hereby releases, waives, and discharges the Company from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, injury, or death, that may be sustained by Participant related to the use of the Company’s facilities.

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**3) Policies and Regulations:** Participant agrees to comply with all policies and regulations of the Company, as may be amended from time to time. Participant acknowledges that they have been given access to and have read, or have had the opportunity to read, the Company's policies. This includes, but is not limited to, a no-shoe policy within the playground area. The Company's most current policies can be found at The Play Haven's website.

**4) Birthday Parties:** Birthday parties or similar gatherings are strictly prohibited during open play hours. Reservations for private events must be made in advance and during designated times. Any attempt to host a birthday party or similar gathering during open play hours may result in immediate removal from the premises without a refund.

**5) Photo Release:** Participant grants the Company, its representatives, and employees the right to take photographs of Participant and Participant's property in connection with the Company's operations. Participant authorizes the Company to use and publish these photographs in print and/or electronically, including on social media platforms. Participant agrees that the Company may use such photographs of Participant without Participant's name for any lawful purpose, including for example, such purposes as publicity, illustration, advertising, and web content.

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### **6) Health and Safety Concerns:**

General Wellness Requirement: For the health and safety of all patrons and staff, children who are visibly ill or displaying symptoms of any illness, not limited to COVID-19, are not permitted to play in the indoor playground area. This includes but is not limited to symptoms such as fever, cough, runny nose, skin rash, stomach issues, or any other signs of contagious illness. If a child is suspected of being unwell, the Company reserves the right to ask the child and their accompanying guardian to leave the premises immediately.

### **7) Health and Safety Concerns Related to COVID-19:**

a. Participant acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that they may be exposed to or infected by COVID-19 while on the premises, and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

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- b. Participant attests that they and any minors under their supervision:
- Are not experiencing any symptoms of illness such as cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, headache, sore throat, or new loss of taste or smell.
  - Have not traveled internationally within the last 14 days.
  - Have not traveled to a highly impacted area within The United States in the last 14 days.
  - Do not believe they have been exposed to someone with a suspected or confirmed case of COVID-19.
  - Are not diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities.
- c. Participant agrees to follow all COVID-19 infection prevention procedures established by the Company and to abide by all rules and guidelines set forth by local or state health agencies.
- d. If any child or accompanying guardian shows signs of illness, especially those associated with COVID-19, they may be asked to leave immediately and may not return until they are symptom-free for a period specified by the Company or as recommended by local health authorities.

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## **8) Miscellaneous:**

- a. This Agreement contains the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements between the parties.
- b. If any provision of this Agreement is found to be invalid, the remaining provisions shall remain in full force and effect.
- c. This Agreement shall be governed by the laws of The State of Oklahoma.

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I, the undersigned, have read and understood this Waiver and Release Agreement, and I voluntarily sign it, intending to be legally bound.

Participant's Name (First & Last):

Date of Birth:

Parent/Guardian Name (First & Last)

Address:

Phone Number:

Email Address:

Signature\* : \_\_\_\_\_

\*By completing this form I am signing the waiver and taking full responsibility and liability of the participant listed above.