

## **Agreement to Use Facilities and Services Provided & Waiver of Liability**

**In consideration of being allowed to enter the play area and/or participate in any party and/or program at Mini Mocha Play Cafe LLC, Sheboygan, WI, the undersigned, on his or her behalf, and on the behalf of the participant(s) identified below, acknowledges, appreciates and agrees to the following conditions:**

- I represent that I am the parent or legal guardian of the participants(s) named below, or I have obtained permission from the parent/guardian of the participant(s) named below to execute this agreement on their behalf. I agree that the participant(s) named below and I shall comply with all posted safety signs, rules, and verbal instructions as conditions for participation in any free play, party and/or program at Mini Mocha Play Cafe LLC.

- I understand that inherent risk of injury or illness, though minimal, does exist. I, for myself, the children and on behalf of my and their heirs, assigns, personal representatives and next of kin, hereby waive, release and discharge Mini Mocha Play Cafe, LLC and its directors, officers, agents, employees, owners and representatives with respect to any and all losses, damages, injuries, expenses and claims, including without limitation suffered or incurred as a result of the children using Mini Mocha Play Cafe, LLC, due to any cause whatsoever, for personal injury, death or loss or damage to person or property, even if arising from the negligence of Mini Mocha Play Cafe, LLC or otherwise and hereby agree to indemnify and hold harmless Mini Mocha Play Cafe, LLC from and against any liability, losses, claims and damages resulting from the children playing at Mini Mocha Play Cafe.

- I am aware that there are inherent risks associated with participation in Mini Mocha Play Cafe programs, parties, and/or use of the play area, and I, on behalf of myself and the participant(s) named below, knowingly and freely assume all such risk, both known and unknown, including those that may arise out of the negligence of other participants.

-If I observe any hazard during our participation, I will bring it to the attention of the nearest Mini Mocha Play Cafe employee or official immediately.

- I and the child(ren) have no illness or injury that may affect the safe enjoyment of Mini Mocha Play Cafe, LLC by us or other guests.

- Mini Mocha Play Cafe, LLC is not responsible for any lost or stolen items

- I understand that Mini Mocha Play Cafe, LLC, may take photographs, video, or other physical or digitally recorded media on its premises at any time, the only exception being private areas of restrooms. I hereby grant Mini Mocha Play Cafe, LLC, the right to use my likeness in photographs, video, or other physical or digitally recorded media in any of its publications, including web-based publication, without payment or other consideration. I hereby assign full copyright of these photographs, video, or other physical or digitally recorded media to Mini Mocha Play Cafe, LLC, its licensees or assignees together with the right of reproduction either wholly or in part. Additionally, I waive any right to royalties or other compensation arising or related to the use of any photographs, video, or other physical or digitally recorded media.

**By entering this facility, you are agreeing to the above terms and conditions. In addition you are also acknowledging that you and your child are free from any of the following symptoms: Nausea, Vomiting, Fever, Sore Throat, Runny Eyes, Coughing, Diarrhea, or any other illness of contagious nature. Please DO NOT ENTER if you or your child feel unwell.**

## **Form Liability Waiver for COVID-19 & Other Illnesses**

Mini Mocha Play Cafe cannot prevent you or your child(ren) from becoming exposed to, contracting, or spreading COVID-19 or other illnesses while utilizing Mini Mocha Play Cafe's services or premises. It is not possible to prevent against the presence of any diseases. Therefore, if you choose to enter onto Mini Mocha Play Cafe's premises you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19 or other illnesses.

**ASSUMPTION OF RISK:** I have read and understood the above warning concerning COVID-19 and other illnesses. I hereby choose to accept the risk of contracting COVID-19 or other illnesses for myself and/or my children in order to utilize Mini Mocha Play Cafe's services and enter Mini Mocha Play Cafe's premises. These services are of such value to me and my children, that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 or other illnesses in order to utilize Mini Mocha Play Cafe's services and premises in person.

**WAIVER OF LAWSUIT/LIABILITY:** I hereby forever release and waive my right to bring suit against Mini Mocha Play Cafe and its owners, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 or other illnesses related to utilizing Mini Mocha Play Cafe's services and premises. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

**CHOICE OF LAW:** I understand and agree that the law of the State of WI will apply to this contract.

**I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND  
FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY  
AS DESCRIBED ABOVE**