

## Assumption of Risks, Waiver, Release of Liability

***Please read this entire Assumption of Risks, Waiver, Release of Liability (“Waiver”) carefully, and check each box as you read and agree to each section below, as this is a legal binding document.***

By signing this Waiver, I am making promises to The Learning Playground and I understand that I am giving up important legal rights on behalf of myself, my spouse and children and each Participant identified below, including but not limited to the right to sue The Learning Playground for any illness (including but not limited to COVID-19), injury (including paralysis), death, or damage to property, even if caused in whole or in part by the negligence or fault of The Learning Playground.

As consideration for being allowed to enter the indoor play area and/or participate in any party, activity and/or program at The Learning Playground the undersigned, on his or her behalf, and on behalf of each Participant identified below, acknowledges, appreciates, understands, and agrees to the following, and makes the promises and covenants stated below:

1. I represent that I am the parent or legal guardian of each Participant named below or I have obtained permission from the parent/legal guardian of each Participant named below to execute this Waiver on their behalf.
2. I agree that I and each Participant named below will comply with all stated and customary terms, posted safety signs, rules, and verbal instructions from The Learning Playground personnel as a condition for admission to The Learning Playground and participation in any play event, party, or other activity at The Learning Playground.
3. I understand that we are currently experiencing a COVID-19 pandemic, and I covenant and agree that neither myself nor any Participant named below will enter The Learning Playground any time that (I) any of us are experiencing, or suspect that we may be experiencing, any COVID-19 related symptoms (such as fever, cough, body aches, shortness of breath, or any other symptoms now or hereafter thought to be indications of COVID-19 infection). If any of us are experiencing any such symptoms, we are advised to stay at home, not to come to The Learning Playground and follow the advice of our healthcare provider, clinic, or hospital.
4. I further covenant and agree that neither myself nor any Participant named below will enter The Learning Playground at any time that any of us knows or suspects that we have been exposed to another person who has tested positive or suspects that they may be infected with COVID-19, or at any other time that the applicable authorities recommend that we isolate ourselves from being around other groups of people.

5. I acknowledge and understand that there are known, and unknown risks associated with participation in The Learning Playground activities and the use of The Learning Playground's play area and equipment, which include but are not limited to: contusions, fractures, scrapes, cuts, bumps, communicable illnesses, paralysis, or death. I understand that there are significant additional risks associated with my and each below-named Participant's presence at and use of The Learning Playground during this COVID-19 pandemic, including but not limited to, social contact and interaction with The Learning Playground employees and other children and accompanying adults that may be infected with COVID-19. I, for myself and each Participant named below, willingly assume these and all other risks associated with participation in The Learning Playground activities and accept that there are also risks that may arise due to other visitors or participants, which I also willingly assume. I confirm that I and each Participant named below are now, and any time we visit The Learning Playground in the future will be healthy and physically fit to engage in the activities we choose to participate in.

6. To help reduce the spread of COVID-19 and to protect The Learning Playground employees and guests, The Learning Playground encourages all children and adults to adhere to all safety and health guidelines for the prevention of COVID-19, including those issued by the Arizona Department of Health Services, the Occupational Safety and Health Administration, and the Centers for Disease Control and Prevention. The Learning Playground may also post or otherwise recommend additional safety practices and preventative measures from time to time. I agree that I and each Participant named below will fully comply with all safety practices and preventive measures as are recommended from time to time by applicable authorities or by The Learning Playground. Such safety practices and preventative measures currently include, but are not limited to, engaging in frequent hand washing using soap and water for at least twenty seconds (or, if soap is not available, use an alcohol-based hand sanitizer), sanitizing surfaces and objects frequently used, wearing personal protective equipment such as face masks and gloves, and following any and all other safety practices and preventive measures as are recommended from time to time by applicable authorities.

7. Even though The Learning Playground is asking its guests to comply with the safety practices and preventive measures described above, I understand that The Learning Playground has no obligation to enforce any safety practices or preventative measures, and The Learning Playground gives no assurance that all other guests will abide by such guidelines. Even when followed, the above guidelines and the safety practices and preventative measures recommended thereunder do not eliminate my or any below-named Participant's risk of exposure to COVID-19 and any resulting illness.

. Regardless of any steps taken by The Learning Playground to reduce the risks associated with the COVID-19 pandemic, I am fully aware that there are several risks associated with my and each below-named Participant's presence and activities at The Learning Playground during

the COVID-19 pandemic, including without limitation, being exposed to and contracting COVID-19 from other individuals, surfaces and/or airborne particles. I understand that contracting of COVID-19 could result in serious medical symptoms requiring medical treatment in a hospital or even death, to myself, the Participants named below, and family members or other persons with whom we come in contact. I also understand that there is much we do not yet know about COVID-19, and that there could prove to be even more risks associated with COVID-19 than we currently understand.

9. I, for myself, each Participant named below, our heirs, assigns, representatives, and next of kin, hereby KNOWINGLY AND FREELY ASSUME ALL RISKS, both known and unknown, relating to my and each Participant's presence and activities at The Learning Playground, including but not limited to COVID-19 and other illness, injury, death to any person or damage to any property, and I hereby FULLY, FOREVER AND UNCONDITIONALLY RELEASE, waive, relinquish, and discharge The Learning Playground and each of its owners, managers, members, landlords, lenders, agents and representatives, and each of their predecessors, family members, subsidiaries, affiliates, equipment manufacturers, officers, employees and sponsoring agencies (collectively, the "Released Parties") from, and waive and agree not to pursue or participate in any action against them concerning, any claim, demand, duty, obligation, liability, damage, expense, lawsuit or cause of action of any kind or nature, and any other losses of any kind (whether presently known or unknown, knowable or unknowable, suspected or unsuspected, and based on any theory whatsoever) arising out of or related in any way to any physical, emotional or other injury (including paralysis), illness (including COVID-19), disability, death or loss or damage to person or property at any The Learning Playground facility or otherwise related in any way to The Learning Playground, its facilities, or participation in any event, party or other activity at The Learning Playground, even if caused by the negligence or fault of The Learning Playground or any of the other Released Parties. Should any claim be made by or on behalf of me or any Participant named below against The Learning Playground or another Released Party, I understand and agree that I will be responsible for all attorney fees and other defense costs and expenses incurred by them in connection with or in the defense of that claim, and I hereby indemnify The Learning Playground and the other Released Parties against all such fees, costs, and expenses.

10. I hereby grant The Learning Playground the right, without reservation or limitation, to photograph, video and/or record myself and each Participant named below and to use any image, likeness and/or recording of myself and any Participant in connection with exhibitions, publicity, advertising, and promotional materials for the purpose of marketing and promotional use, without notice or payment to us.

11. General Provisions.

A. This Waiver will be governed and interpreted under Arizona law, and any suit or action involving The Learning Playground must be brought

exclusively in Maricopa County, Arizona. Any controversy, claim or dispute arising out of or related to this Waiver, which the parties thereto are unable to resolve by mutual agreement, shall be settled exclusively by submission by any party of the controversy, claim or dispute to binding arbitration; said arbitration to take place exclusively before a single arbitrator located within Maricopa County and in accordance with the rules of the American Arbitration Association then in effect.

B. The invalidity or unenforceability of any provision of this Waiver shall not affect the validity or enforceability of any other provision of this Waiver, which shall remain in full force and effect.

12. By checking this box, I further acknowledge and accept the terms and conditions of this Waiver as detailed in items 1 through 11 above for any and all future visits to The Learning Playground by me or any of the Participants named below until I notify you in writing that I wish to cancel this Waiver as to future visits.

13. I am at least 18 years old and legally competent to understand and complete this Waiver. I hereby execute this Waiver voluntarily without coercion or duress.

14. By providing your email and/or telephone number in this waiver, you are agreeing that we may contact you at that address by email and/or at that number by telephone (including voice or text messaging to mobile devices).

By hitting accept, you are consenting to the use of your electronic signature in lieu of an original signature on paper. You have the right to request that you sign a paper copy instead which is available at our location. By hitting accept, you are waiving that right. After consent, you may, upon written request to us, obtain a paper copy of an electronic record. No fee will be charged for such copy and no special hardware or software is required to view it. Your agreement to use an electronic signature with us for any documents will continue until such time as you notify us in writing that you no longer wish to use an electronic signature. There is no penalty for withdrawing your consent. You should always make sure that we have a current email address to contact you regarding any changes, if necessary.

Parent Signature: \_\_\_\_\_

Child/Childrens Name: \_\_\_\_\_

Date: \_\_\_\_\_

