

RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

I, individually and as parent or legal guardian of any minor named below (each referred to as a “Participant” and collectively referred to herein as the “Participants”), and in consideration of the Participants being permitted to access the Premises, utilize the equipment located on the Premises, and engage in the Activities (as defined below) on the Premises, including the Activities and equipment located or occurring in, about, or near 117 Main Street, Suite A, Winthrop, ME 04364 or any other premises owned or operated by Tiny Imaginations LLC wherever located (the Premises), agree as follows:

1. Participants acknowledge that the terms and conditions in this Agreement shall apply to adult and minor participants and/or observers alike.
2. **Activities-** shall be defined as the various activities and services offered to Participants by Tiny Imaginations LLC, an indoor children’s play space and event center.
3. Participants acknowledge that there are inherent risks and injuries that may occur from participating in the Activities. These risks include, but are not limited to, serious physical or emotional injury, contracting contagious illnesses, scrapes, cuts, bruises, sprains, strains, twisted ankles, shoulders, wrists, or knees, burns, dirt or other materials in the eye, over-exertion, broken bones, landing wrong, collisions with other participants, erratic co-participant behavior, slipping, falling, tripping, equipment failure, paralysis, disability, fractures, pinches, concussion, death, damage to Participants or third parties, and damage to personal property. Due to the nature of the Activities, there are more hazards and risks than the foregoing, and there are also unknown and unforeseeable hazards.

Participants acknowledge that Tiny Imaginations LLC cannot eliminate all risks or guarantee the safety of the Participants while Participants engage in the Activities. Participants have investigated the risks, understand these risks and assume them knowingly and willingly on behalf of myself and any minor Participant set forth below.

If a minor Participant listed below is known to have a pre-existing medical condition, including but not limited to asthma and allergies, for which medication may have to be administered, the parent or legal guardian shall be responsible for administering said medication and shall not leave the premises while minor Participant is on the Premises. Tiny Imaginations LLC accepts no responsibility for administration of medicine.

NOTWITHSTANDING THESE RISKS AND OTHER HAZARDS THAT ARE NOT SPECIFICALLY SET FORTH HEREIN, I, FOR MYSELF AND ANY MINOR PARTICIPANT SET FORTH BELOW, 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 RELATING TO ACTIVITIES AND ACCESS TO PREMISES.

4. **RELEASE AND INDEMNITY.** To the fullest extent permitted by law, Participant, on behalf of himself/herself, and minor Participant set forth below, and their heirs, personal representatives, and assigns, RELEASES, AGREES NOT TO SUE, AND SHALL INDEMNIFY Tiny Imaginations LLC, the legal owner of the premises, the landlord, any mortgagee and management company of the Premises, and any of their lenders, parents, affiliates, subsidiaries, officers, directors, members, shareholders, managers, partners, agents, employees, contractors, representatives, heirs, assigns, successors, volunteers, independent contractors, equipment suppliers, and insurers of all of them (collectively “Protected Parties”) from and against all liabilities, losses, damages, claims, demands, actions, suits, causes of action, costs, fees, and expenses (including reasonable attorney’s fees) (collectively “Claims”) relating to, resulting from, or arising out of or alleged to have arising out of, in whole or in part, Participants engaging in Activities and access to the Premises.

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 a breach of any legal duty by Protected Parties arising out of common law, statute, contract, or otherwise.

5. **Dispute resolution.**

A. **ARBITRATION.** Any dispute or claim arising out of or relating to this Agreement, breach thereof, the Premises, Activities, property damage (real or personal), personal injury (including death), or the scope, arbitrability, or validity of this arbitration agreement (Dispute) shall be brought by the parties in their individual capacity and not as a plaintiff or class member in any purported class or representative capacity, and settled by binding arbitration before a single arbitrator administered by the American Arbitration Association (AAA) per its Commercial Industry Arbitration Rules in effect at the time the demand for arbitration is filed. Judgment on the arbitration award may be entered in any federal or state court having jurisdiction thereof. The arbitrator shall have no authority to award punitive or exemplary damages. If the Dispute cannot be heard by the AAA for any reason, the Dispute shall be heard by an arbitrator mutually selected by the parties. If the parties cannot agree upon an arbitrator, then either party may petition an appropriate court to appoint an arbitrator. Arbitration and the enforcement of any award rendered in the arbitration proceedings shall be subject to and governed by 9 U.S.C. § 1 et seq.

B. WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, PARTICIPANTS KNOWINGLY, WILLINGLY, AND VOLUNTARILY, WITH

FULL AWARENESS OF THE LEGAL CONSEQUENCES, AFTER CONSULTING WITH COUNSEL (OR AFTER HAVING WAIVED THE OPPORTUNITY TO CONSULT WITH COUNSEL) AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY DISPUTE AND TO RESOLVE ANY AND ALL DISPUTES THROUGH ARBITRATION. The right to a trial by jury is a right parties would or might otherwise have had under the Constitutions of the United States of America and the state in which the Premises is located.

6. Media Release. Participants grant Tiny Imaginations LLC permission to use any photographs, video, or sound bites obtained of me or any minor Participant listed below on the Premises 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 any Participant listed below by reason of such use.
7. Certification and Consent. I hereby certify that I am the parent or legal guardian of the minor Participants listed below and I have the authority to waive rights on behalf of said minor Participants listed below. I have read and I understand all of the provisions of this Agreement. I understand the risks, including those not listed above, of participating in the Activities and accessing the Premises and I understand that participating in the Activities and accessing the Premises can cause injury and even death. I acknowledge that I have read and understand the terms of this Agreement and that I am freely and voluntarily signing this Agreement on behalf of myself and any minor Participant listed below. This Agreement has no expiration date.

Read and agreed to this ____ day of _____, 20__.

Printed Name:
Participant

Participant certifies that they are the parent
or guardian of the following Minor
Participants:

Printed Name:
Participant

Printed Name:
Participant

Printed Name:
Participant