



Little Bears Soft Plays, LLC

Waiver of LIABILITY/ Rules and Safe Procedures

Whittier, CA 90604

Release and Waiver Liability

This is a legal document between the client "**the renter**" and "**Little Bears Soft Plays, LLC**" which affects your legal rights, so please read carefully.

The renter desires to rent from **Little Bears Soft Plays, LLC**, equipment to be used by the renter, his/her guests, invites or other individuals while in renters possession. Renter understands that use of this soft play equipment may, by its nature, cause injury or harm to renter, his/her guests, invites or other individuals.

The renter does hereby freely, voluntarily, and without duress **executes this release** under the following terms:

1. Waiver and Release: Renter understands and acknowledges that this release discharges **Little Bears Soft Plays, LLC**, from any liability or claim that the renter may have against **Little Bears Soft Plays, LLC and affiliates** with respect to any bodily injury, personal injury, illness, death, or property damage that may result from the renters use and possession of **Little Bears Soft Plays, LLC** equipment. Renter does hereby release and forever discharges and hold harmless **Little Bears Soft Plays, LLC** and its successors and assigns from any and all liability claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from renters possession and use of **Little Bears Soft Plays, LLC** equipment.
2. Insurance: Renter understands that insurance for liability, health, and medical or disability coverage in any way related to the rental of equipment under this agreement is the sole responsibility of Renter.
3. Indemnification: Renter/Client agrees that he/she will indemnify and hold **Little Bears Soft Plays, LLC** harmless from any liability resulting from the use of **Little Bears Soft Plays, LLC** equipment by renter, his/hers assigns, heirs, guests, invites or other individuals utilizing the equipment while in renter's possession.
4. Other: Renter expressly agrees that this release is intended to be as broad and inclusive as permitted by laws of the state of California and that this release shall be governed and interpreted in accordance with the laws of the state of California. Renter agrees that in the event that any clause or provisions of this release shall not otherwise affect the remaining provisions of this release, which shall continue to be enforceable.

By signing below I forfeit all rights to bring a suit against **Little Bears Soft Plays, LLC** and affiliates for any reason. In return I will also make every effort to obey safety precautions as listed within and explained to me verbally, in efforts to keep the **Little Bears Soft Plays, LLC** experience positive, I have heard the safety rules and understand that I will ask for clarifications when needed.

Safety Procedures & Play Rules:

PLAY AT YOUR OWN RISK

- Children must be supervised by an adult (18 yr old)/parent/guardian while in the play area.
- **NO Shoes, Slippers, Flip Flops or Sandals** are allowed on mats (play area)
- **SOCKS MUST BE WORN AT ALL TIMES!**
- **NO food, drinks or sweets, gum** allowed in play area
- **NO running** in play area
- **NO jumping in, diving, or throwing balls** out of ball pit
- **NO equipment should be removed** from within play area
- **NO uneven size difference of players**
- **NO shoving, pushing, wrestling, piling** or rough play in the play area.
- Soft Play areas are designed for **children under 5 years ONLY.**
- **NO** paint stain/ mess-prone materials are allowed in soft play areas (i.e., glitter, slime, messy arty, temporary tattoos, face paint etc.).
- **NO** more than the recommended amount of players in a unit at any time.
- **NO** sharp objects, they must be removed before play (including pens, pencils, jewelry, knives, eyeglasses, bling on pockets etc.)
- **DO NOT** enter if you are pregnant or have physical problems.

The Renter/Client Understands that:

1. I am responsible for following the rules and safe procedures mentioned above by **Little Bears Soft Plays, LLC** in order to protect the equipment and provide a safe environment for me, my guests and any other individuals who will have access to **Little Bears Soft Plays, LLC** equipment while it is in my possession.

2. I AGREE TO RELEASE, DEFEND, INDEMNIFY, NOT SUE AND HOLD HARMLESS **Little Bears Soft Plays, LLC**, their principals, officers, owners, employees, equipment manufacturers from any claims, damages (including medical fees, attorney fees), injuries (including disabilities, paralysis and death) and expenses arising out of or resulting from my voluntary attendance/ participation at **Little Bears Soft Plays, LLC**.

3. If the equipment is returned in an extremely dirty condition at the time of pick up, I will be charged a \$50 dollar cleaning fee, I must pay this within 5 days of the event.

4. If there is any damaged or stolen soft play equipment I will be charged at an appropriate amount, i.e. cost of repair or replacement.

5. I also acknowledge the risks involved in **Little Bears Soft Plays, LLC areas**. These include but are not limited to any **CHOKING HAZARDS, FALLING, BREAKING ETC.** while in use. I understand that I am participating voluntarily, and that all risks have been made clear to me. Additionally, I do not have any conditions that will increase my likelihood of experiencing injuries while engaging in this activity.

By signing below I forfeit all rights to bring a suit against **Little Bears Soft Plays, LLC AND AFFILIATES** for any reason, In return I will also make every effort to obey safety precautions as listed in writing and explained to me verbally, in efforts to keep the **Little Bears Soft Plays, LLC** experience positive. I have read, heard, and understand safety rules and understand that I will ask for clarification when needed.

Signature



Renter/ Client's Information:

First and Last Name*

Driver License or ID number *

Date of Birth: (MM/DD/YYYY)*

Please fill in Address: *

Street line 1:

Street line 2:

City State/Province:

Zip Code: