

Play-A-Latte LLC – Waiver and Release

This Waiver and Release (the “Waiver”) sets forth the terms and conditions agreed upon by the undersigned customer, on behalf of themselves and any minor children who accompanied the customer, in consideration of being allowed access to the amenities of Play-A-Latte LLC.

1. **Acknowledgement.** I have read, have understood, and agree to be bound by all terms contained in this Waiver as well as any rules posted on the premises of Play-A-Latte LLC (the “Premises”). My agreement is required to be allowed in the Premises. It is convenient for all parties to forego signing the Waiver on repeat visits, so I authorize Play-A-Latte LLC to rely on my agreement herein during any future visits to the Premises. Nonetheless, I agree to sign a new waiver upon return to the Premises, if requested by Play-A-Latte LLC.
2. **Responsibility for Minors.** Wherever any reference to me or my party (e.g. I, me, my, we, us etc.) is used in this Waiver, it also refers to any minors who accompanied me (the “Minors”) to the Premises, and I am authorized to agree on their behalf. I am solely responsible for supervising the Minors while we are present in the Premises and I will so supervise them at all times. I will not, under any circumstances whatsoever, exit the Premises and leave any Minor in the Premises.
3. **Assumption of Risk.** The activities available in the Premises are physical in nature (including walking, climbing, jumping, etc.) and thus inherently present risks, including but not limited to damage to personal property, physical injury (up to and including serious bodily injury and death), and other damages. There will be other people present in the Premises at the same time, which inherently presents further risk of damage (up to and including serious bodily injury, death, and abduction). I assume all such risks when I choose to be present in the Premises.
4. **Rules & Enforcement.** I am solely responsible for ensuring that the Minors and I abide by all rules that are posted throughout the Premises, whether general in nature or specific to certain areas or equipment. I will not attempt to enforce any rules against anyone other than the Minors. I authorize any staff of Play-A-Latte LLC to enforce any rules against the Minors and I understand that no such enforcement relieves me of my responsibility to supervise the Minors and ensure that they abide by all posted rules. I understand that any failure to abide by the rules is grounds for a “time out” or ejection, in the sole and absolute discretion of Play-A-Latte LLC and its staff, without refund of any kind. If ejected, I will exit the Premises with all Minors promptly, without incident.
5. **Food & Allergies.** I will not bring any outside food or drink into the Premises without the prior written consent of Play-A-Latte LLC. I will help keep the Premises nut-free by not bringing any nuts (including peanuts and nut-butters) of any kind or quantity into the Premises. I understand that being truly allergen-free is impossible, especially with children present.
6. **Release.** To the fullest extent allowed by law, I waive, release, and disclaim all actions, claims, demands, losses, and damages, whatsoever, in law or equity, against Play-A-Latte LLC and its members, employees, staff, agents, and representatives, that are in any way derived from or associated with my presence in the Premises or participation in any activities in the Premises.

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7. **Indemnity.** I agree to indemnify and hold harmless Play-A-Latte LLC and its members, employees, staff, agents, and representatives, from any actions, claims, demands, losses, and damages, whatsoever, known or unknown, in law or equity, that are in any way derived from or associated with my conduct or presence in the Premises.
8. **Damages to Premises.** I am responsible for any damage to the Premises, including all furniture, fixtures, equipment, or other property present in the Premises. I will compensate Play-A-Latte LLC for any such damage beyond ordinary wear and tear.
9. **Photography.** I consent to Play-A-Latte LLC recording photography and/or videography of me while present in the Premises. I assign to Play-A-Latte LLC all right, title, and interest I may have in or to such recording, including all copyright, authorship, or publicity rights. I consent to Play-A-Latte LLC using such recordings to promote its business on its website, social media platforms, advertisements, and other promotional uses.

Signature

Print Name

Date

Email

Phone

Minor Name

Date of Birth

Minor Name

Date of Birth

Minor Name

Date of Birth

Minor Name

Date of Birth