



LITTLE TUMBLERS

Assumption of Risk, Waiver, Indemnification and Release Agreement

This Assumption of Risk, Waiver, Indemnification and Release Agreement ("Agreement") is entered into by the Adult Participant on behalf of and as parent or legal guardian for the Child Participant(s) named below in favor of Little Tumblers, LLC ("Little Tumblers"). The Adult Participant and Child Participant(s) are collectively referred to herein as "Participant".

In consideration of Little Tumblers' grant of permission and access to the Premises and ability to participate in the activities available or that may occur at 5349 Hwy 59, Shepherd, Texas, 77371 ("Premises"), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Participant hereby acknowledges, agrees and represent as follows:

1. Little Tumblers operates a kid gym, which offers Participants (a) the opportunity to participate actively or passively, in climbing, sliding, bouning, rolling and other activities (collectively "Activities").
2. Participant understands and acknowledges that the Activities may be dangerous and may involve risk including, but not limited to, sustaining serious injury, temporary or permanent disability, death, and/or property damage. Participant understands that the Activities may not be supervised and that the Little Tumblers does not provide medical services. Participant further acknowledges that any injury Participant may sustain while participating in the Activities may be compounded by negligent or delayed medical service or negligent or delayed assistance by the Little Tumblers. PARTICIPANT VOLUNTARILY AND FREELY ASSUMES ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO PARTICIPANT'S USE OF THE PREMISES AND PARTICIPATION IN ACTIVITIES ON THE PREMISES, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE, EVEN IF CAUSED BY NEGLIGENCE OF LITTLE TUMBLERS.
3. Participant assumes full responsibility for any loss of or damage to personal property which may occur at the Premises and Little Tumblers shall not be liable for the loss, theft, or damage of any personal property located anywhere in the Premises.
4. Participant acknowledges by entering the Premises or when engaging in the Activities, there is a risk of exposure to bacteria, fungus, viruses, unknown contagious diseases and COVID-19 (collectively "Contagious Diseases"). TO THE FULLEST EXTENT PERMITTED BY LAW, PARTICIPANT KNOWINGLY AND FULLY ASSUMES THE RISK that Participant may be exposed to or infected with such Contagious Diseases which may result in personal injury, illness, permanent disability, and death. Participant understands that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of Participant and others, including, but not limited to, other users of the Premises, those providing services or support at the Premises, and/or other individuals. Participant agrees not to make any claim or assert any causes of action (known or unknown) against Little Tumblers for Harm (defined below) that is related to any Contagious Diseases arising directly or indirectly from or connected with the Premises, INCLUDING, WITHOUT LIMITATION, HARM THAT RESULTS FROM THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER ACTS OR OMISSIONS OF LITTLE TUMBLERS. Participant hereby waives and releases Little Tumblers from liability for all claims, causes of action and suits which Participant now have or may hereafter have against Little Tumblers. This waiver and release includes, without limitations,

Harm which results from Contagious Diseases.

5. ADULT PARTICIPANT ON BEHALF OF HIMSELF OR HERSELF, CHILD PARTICIPANT AND THEIR HEIRS, EXECUTORS, AND REPRESENTATIVES HEREBY AGREE TO FULLY AND FOREVER RELEASE, DEFEND, INDEMNIFY, HOLD HARMLESS, DISCHARGE, AND COVENANT NOT TO SUE (AND RELINQUISH PARTICIPANT'S RIGHTS TO SUE) LITTLE TUMBLERS AND ITS AFFILIATES, OWNERS, SUCCESSORS, PREDECESSORS, PARENTS, SUBSIDIARIES, MANAGERS, MEMBERS, EMPLOYEES, ASSIGNS, AND REPRESENTATIVES, OR THE LANDLORD OR THE LEGAL OWNER OF THE PREMISES ("RELEASED PARTIES") FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DEMANDS, DAMAGES, ACTIONS, SUITS, FEES, CLAIMS, RIGHTS AND/OR CAUSES OF ACTION OF WHATEVER KIND OR NATURE (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES, INCLUDING ATTORNEYS' FEES INCURRED IN THE ENFORCEMENT OF THIS INDEMNITY PROVISION), NOW OR HEREAFTER EXISTING, WHETHER KNOWN OR UNKNOWN, PRESENT OR FUTURE, FORESEEN OR UNFORESEEN, WHETHER CAUSED BY THE NEGLIGENCE OF LITTLE TUMBLERS, ITS AFFILIATES, OR OTHERWISE, THAT MAY ARISE DIRECTLY, INDIRECTLY, WHOLLY OR IN PART FROM PARTICIPANTS USE OF THE PREMISES OR PARTICIPANTS ACTIVE OR PASSIVE PARTICIPATION IN THE ACTIVITIES, INCLUDING, WITHOUT LIMITATION, DEATH, SICKNESS, BODILY INJURY, PROPERTY DAMAGES, ECONOMIC DAMAGES, OR ANY OTHER LIABILITY OF ANY SORT WHATSOEVER (INCLUDING LOSSES TO RELATIVES AND DEPENDENTS) ("HARM") INCLUDING, WITHOUT LIMITATION, HARM THAT RESULTS FROM THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER ACTS OR OMISSIONS OF THE RELEASED PARTIES AND WHETHER OR NOT RESULTING IN WHOLE OR IN PART FROM THE SOLE, CONCURRENT, OR COMPARATIVE NEGLIGENCE, OR STRICT LIABILITY OF THE RELEASED PARTIES, OR ANY DEFECT IN THE PREMISES, EQUIPMENT OR FACILITIES OWNED, OPERATED OR CONTROLLED BY LITTLE TUMBLERS.
6. This Agreement shall also bind Participant's assigns, heirs, executors, administrators, guardians and next of kin.
7. Participant hereby waives any protections afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that Participant is hereby releasing any and all unknown future claims.
8. Participant acknowledges that Little Tumblers makes no representation as to the condition of the Premises or the safety of the Activities or any equipment either on the Premises or used in the Activities. Participant accepts and shall use the Premises, and its equipment, in its "AS IS" condition. Participant acknowledges and agree that Participant is not relying upon any representation or statement by the Little Tumblers or its employees, agents, sponsors, or representatives regarding this agreement or the Premises or Activity, except to the extent such representations are expressly set forth in this Agreement.
9. THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO CONFLICT OF LAW PRINCIPLES. EACH PARTY HEREBY CONSENTS TO THE JURISDICTION OF SUCH COURT AND WAIVES ANY DEFENSE OR OBJECTION TO SUCH JURISDICTION AND/OR VENUE. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN

RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE WORK CONTEMPLATED HEREBY.

10. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws, then and in such event, it is the express intention of the parties that the remainder of this Agreement, or the application of such terms, clauses or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Agreement, and the application thereof, shall be legal, valid and enforceable to the fullest extent permitted by law.
11. This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations, statements, promises and discussions, oral and written, between the parties hereto with respect to the subject matter of this Agreement.
12. Participant understand that at any time Participant may review this agreement by requesting a copy from Little Tumblers staff.
13. The provisions of this Agreement will continue in full force and effect even after my cessation of use of the Premises.
14. Participant warrants and represents that (1) Participant shall obey all rules while participating in the Activities and alert the staff of any rules violations or dangerous behavior; (2) Participant possesses a sufficient level of skill and physical fitness for safe participation in the Activities; (3) Participant shall only attempt Activities that Participant can perform safely; (4) Participant is not aware of any health problems that would prevent him/her from participating in the Activities; (5) Participant has received either medical clearance from his/her physician prior to participation in the Activities or has determined that such clearance is not necessary for his/her safe participation in the Activities; (6) Participant shall discontinue participation in the Activities if Participant feels any unusual discomfort.

DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE CAREFULLY READ IT AND UNDERSTAND THAT IT IS A RELEASE OF LEGAL LIABILITY. IT IS A LEGALLY BINDING CONTRACT BY WHICH YOU WILL BE BOUND, PREVENTING YOU FROM BRINING ANY LEGAL ACTION TO ASSERT A CLAIM AGAINST THE RELEASED PARTIES, INCLUDING BE NOT LIMITED TO, NEGLIGENCE.

KNOWING AND VOLUNTARY EXECUTION: I HAVE CAREFULLY READ AND UNDERSTAND THIS AGREEMENT AND FULLY UNDERSTAND ALL OF ITS TERMS. I SIGN IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS LEGAL SIGNIFICANCE AND UNDERSTAND THAT I HAVE THE RIGHT TO HAVE MY ATTORNEY REVIEW IT. I AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS, APART FROM THE FOREGOING WRITTEN AGREEMENT, HAS BEEN MADE. I AGREE TO ABIDE BY AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Adult Participant Signature: _____

Adult Participant Print Name: _____

Child Participant Print Name: _____

Date: _____