



## Petit Play Café – Agreement of Use, Waiver, and Release of Liability

### Definitions

For the purposes of this Agreement:

- A. “The Company” refers to Petit Play Café LLC, including its owners, managers, affiliates, employees, contractors, and authorized agents.
- B. “The Premises” refers to the Petit Play Café facility located at [insert address], including all indoor and outdoor areas, play zones, café seating, restrooms, and related property.
- C. “The Minor(s)” refers to the child(ren) named below for whom the Undersigned is the parent or legal guardian.
- D. “The Undersigned” refers to the adult signing this Agreement, who affirms legal responsibility for the Minor(s) and full understanding of this document.

### 1. Assumption of Risk

The Undersigned acknowledges that participation in recreational and play activities involves inherent risks, including risk of minor or serious injury, illness, emotional distress, allergic reaction, or personal property loss. These risks may arise from use of play structures, interaction with other children, or general movement in the play space.

The Undersigned voluntarily assumes all such risks—known or unknown, foreseen or unforeseen—for themselves and the Minor(s) while on the Premises.

### 2. Supervision and On-Premise Requirement

Petit Play Café provides trained staff to promote safety and facilitate enriching play. Staff may monitor activities and assist with transitions, but they are not a replacement for a parent or guardian's active responsibility.

The Undersigned agrees to remain on the Premises at all times while the Minor(s) are participating in activities. The Undersigned understands that they retain full and continuous responsibility for the supervision, conduct, and safety of the Minor(s).

### 3. Removal Due to Illness, Injury, or Conduct

The Company reserves the right to deny entry or request immediate departure of any individual—child or adult—who appears to be sick, injured, unwell, or whose behavior



poses a risk to others. Refusal to leave when asked may result in permanent denial of future access and forfeiture of prepaid time or fees.

#### **4. Damage to Property**

The Undersigned agrees to be financially responsible for any damage to the Premises, equipment, or other property caused by the Undersigned or the Minor(s), whether due to misuse, neglect, or intentional behavior. This includes, but is not limited to, furniture, toys, electronics, and rental items.

#### **5. Release of Liability and Indemnification**

To the fullest extent allowed by law, the Undersigned, on behalf of themselves and the Minor(s), hereby releases, waives, and discharges the Company from any and all claims, liabilities, or causes of action arising out of use of the Premises or participation in activities.

This includes claims resulting from ordinary negligence, but excludes gross negligence or intentional misconduct.

The Undersigned further agrees to indemnify and hold harmless the Company for any claims or damages arising from:

- a. Injury caused by the Undersigned or the Minor(s) to another guest
- b. Damage to property by the Undersigned or the Minor(s)
- c. Failure to comply with posted rules or staff instructions

#### **6. Rules of Use and Conduct**

By signing this Agreement, the Undersigned agrees to comply with all posted rules and directions provided by staff. This includes:

- a. Remaining on site at all times
- b. Supervising the Minor(s), including while using the restroom
- c. Ensuring the Minor(s) wear socks or appropriate non-slip footwear
- d. Not allowing food, drinks, gum, or sharp objects in play areas
- e. Using the Premises only as intended (e.g., no climbing on walls or misusing play equipment)



### **7. Refunds and Promotions**

- a. No refunds will be issued for prepaid drop-in sessions, memberships, or gift cards.
- b. Discounts and promotions may not be combined.
- c. Drop-in play is valid only for the time block purchased and is non-transferable.
- d. No credits are given for early departure due to rule violations or removal.

### **8. Emergency Medical Care Authorization**

In the event of a medical incident or emergency, and if the Undersigned cannot be reached, the Company may seek appropriate medical attention for the Minor(s). The Undersigned agrees to bear all related medical costs.

### **9. Photo & Media Release (Optional)**

I grant permission for Petit Play Café to take and use photos of the Minor(s) in marketing materials, including social media and print, without identifying names. If you do not wish photos of the Minor(s) to be used, you must notify a team member upon entry.

### **10. Legal Authority and Agreement Validity**

The Undersigned affirms that they are the parent or legal guardian of the Minor(s) listed and are authorized to sign this waiver on their behalf. If any provision of this Agreement is found unenforceable, all remaining provisions will remain in full effect.

### **Acknowledgement**

By signing below, I acknowledge that I have carefully read and understood this Agreement, and agree to its terms and conditions on behalf of myself and the Minor(s).

Full Name of Parent/Guardian: \_\_\_\_\_

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

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

Minor(s) Full Name(s): \_\_\_\_\_