



## **ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY AGREEMENT**

**In consideration of being permitted by Geaux Play LLC dba A Play Cafe to participate in activities, use of its equipment and facilities in any free/open play, any parties or programs, the undersigned on his/her behalf, and on behalf of the participant(s) identified below, acknowledges and agrees to release, discharge, indemnify and hold harmless Geaux Play LLC dba A Play Cafe, its agents, owners, members, shareholders, directors, partners, employees, volunteers, manufacturers, participants, lessors, franchisors, parent, affiliate, its subsidiaries, related and affiliated entities, successors and assigns (collectively, the "RELEASED PARTIES"), on behalf of myself, my spouse, my children, my heirs, assigns, personal representatives, and estate.**

1. I represent that I am 18 years of age or older and am the parent or legal guardian of the participant(s) named below.

2. I agree that Geaux Play LLC dba A Play Cafe is an unsupervised play space/facility and that I (as the parent or legal guardian for the participant(s) entering Geaux Play LLC dba A Play Cafe with me) am responsible for monitoring the participant(s) behavior, actions, and whereabouts, and for providing overall necessary and standard care for the participant(s) at all times while within Geaux Play LLC dba A Play Cafe  
**I understand that it is my responsibility to supervise my child(ren) and all times.**

3. I agree that using the equipment and participating in any free/open play activities, any parties, and any programs at Geaux Play LLC dba A Play Cafe is completely voluntary. I am aware that there are inherent risks associated with participation in any free/open play activities, and any parties and programs at Geaux Play LLC dba A Play Cafe, and I, on behalf of myself and (as the parent or legal guardian for the participant(s) entering Geaux Play LLC dba A Play Cafe with me) the participant(s) named below, knowingly and freely assume all such risks, both known and unknown, including those that may arise out of negligence of other participants. I fully understand that free/open play activities, parties, and any programs at Geaux Play LLC dba A Play Cafe entail the risk and dangers of severe bodily injury to the Participant(s). Injuries that could result will vary but may include (a) minor injuries such as scratches, bruises, and sprains; (b) major injuries such as eye injury or loss of sight, joint, or back injuries, and concussions; and (c) catastrophic injuries, including paralysis or even death. These risks and dangers may be caused by my minor child's own actions or inactions, the actions or inactions of others participating in free/open play activities, parties, or programs, the conditions in which the free/open play activities, parties, or programs takes place, and/or THE NEGLIGENCE OF THE RELEASES. There may be other risks and/or social or economic losses either not known to me or readily foreseeable at this time. Geaux Play LLC dba A Play Cafe DOES NOT carry any type of accident or health insurance on participants in free/open play activities, parties, or programs at Geaux Play LLC dba A Play Cafe Notwithstanding these risks and other hazards that may be foreseeable but not specifically identified herein, I for myself and the Participant(s), and our respective heirs, personal representative and assigns, understand, acknowledge, and expressively and voluntarily assume all risks and full responsibility for any injury arising out of or related to free/open play activities, any party, or any program at Geaux Play LLC dba A Play Cafe

4. I hereby voluntarily fully waive, release, forever discharge, indemnify and hold harmless RELEASED PARTIES from any and all claims, demands, or courses of action, responsibilities or liabilities, for any kind of injuries, including death, or any kind of damages, which in any way arise out of or are in any way connected with my minor child(ren)'s attendance at A Play Cafe, their participation in any or all activities at Geaux Play LLC dba A Play Cafe, or my use of Geaux Play LLC dba A Play Cafe equipment or facilities, or any act or omission of the RELEASED PARTIES including negligence by Geaux Play LLC dba A Play Cafe representatives, managers, employees, volunteers, and all negligence in the design, construction, manufacture, condition, maintenance, or repair of the equipment or facilities. I further agree that if, despite the waiver and release of liability, assumption of risk, and indemnity agreement, I, my minor child(ren), or anyone on my minor child(ren)'s behalf, makes a claim against any of the RELEASED PARTIES, I will fully waive, release, indemnify and hold harmless each of the RELEASED PARTIES from any and all litigation expenses, attorney fees, loss, liability, damage, or cost which may be incurred as the result of such claim. This release, discharge, indemnify and hold harmless RELEASED

PARTIES 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 negligence of Geaux Play LLC dba A Play Cafe, and/or its managers, members, employees, and/or other agents and any breach of a legal duty arising out of common law, statute, contract, or otherwise.

5. I understand that this is a permanent waiver to be kept on file by Geaux Play LLC dba A Play Cafe, for today's visit and all subsequent and future visits.

**I HAVE CAREFULLY READ THE FOREGOING AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS, AND UNDERSTAND THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE, INCLUDING THE RIGHT TO MAINTAIN A LAWSUIT AGAINST GEAUX PLAY LLC DBA A PLAY CAFE ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED IT HEREIN. I have signed it voluntarily without any inducement or assurance of any nature. I have had sufficient opportunity to read this entire agreement and agree to be fully bound by its terms. This agreement shall be governed by the State of Texas. If any of its provisions are held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate any of the other provisions of this agreement, as the provisions of this agreement are severable.**