

Participation Agreement, Liability Waiver, and Hold Harmless Agreement

I, as parent or legal guardian of the child (or children) whose name is set forth below (each referred to as a "Participant" and collectively referred to herein as the "Participants") and in consideration of the Participants being permitted to participate in the Activities (as defined below) conducted by Bubbles Indoor Playground, located at 2501 W Victory Blvd, Suite B, Burbank, CA 91505 ("Bubbles") agree as follows:

1. **Activities** – Activities shall be defined as the various activities and services offered to Participants by Bubbles, an indoor playground.
2. I understand that the employees of Bubbles Indoor Playground are not responsible for Participants who utilize the space and it is the responsibility of the undersigned individual to supervise any minors they bring into the facility.
3. I, and the children under my care, understand and agree to the safety rules and play guidelines as outlined on bubblesplayground.com. I acknowledge that these rules and guidelines may change and that I have read and am familiar with them prior to entering the play space and making use of the facility.
4. **COVID-19 WARNING.** An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the Centers for Disease Control and Prevention, senior citizens and guests with underlying medical conditions are extremely vulnerable.

BY VISITING BUBBLES INDOOR PLAYGROUND, YOU VOLUNTARILY ASSUME ALL RISKS RELATED TO COVID-19.

3. **ASSUMPTION OF RISK** – In addition to the inherent risk of exposure to COVID-19, I also understand that the Activities entail the risk of severe bodily injury to the Participants. Injuries that could result may 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 and even death.

I understand that Bubbles Indoor Playground cannot eliminate all risks or guarantee the safety of the Participants while Participants participate in the Activities. I have made my own investigation of these risks, understand these risks, and assume them knowingly and willingly on behalf of myself and my minor Participant child. Notwithstanding these risks and other hazards that may be foreseeable but not specifically identified herein, I, for myself and any minor Participant child, and our respective heirs, personal representatives and assigns, understand, acknowledge, and expressly and voluntarily assume all risks and full responsibility for any sickness or injury arising out of or related to the Activities.

4. **RELEASE, DISCHARGE & AGREEMENT NOT TO SUE** – I, for myself and any minor Participant child and our respective heirs, personal representatives and assigns, do hereby release, discharge and agree not to sue Bubbles Indoor Playground or its managers, members, employees and/or other agents, for any sickness, injury to or death of any Participant arising, directly or indirectly, from participation in the Activities. This release, discharge and covenant not to sue 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 any negligence of Bubbles Indoor Playground and/or its managers, members, employees and/or other agents and any other breach of a legal duty arising out of common law, statute, contract or otherwise.
5. **Indemnification And Hold Harmless** – I agree to indemnify Bubbles Indoor Playground and hold Bubbles Indoor Playground harmless from, without limitation, any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees and costs, incurred due to claims brought by any party as a result of or arising out of my or my minor Participant child's involvement in the Activities and agree to reimburse Bubbles Indoor Playground for any such costs, expenses and fees as they are incurred.
6. **Security Cameras** – I understand that security cameras installed around and within Bubbles Indoor Playground's facility are for the safety of all participants and may be referenced should any incidents or injury occur.
7. **Photo Release** – I grant Bubbles Indoor Playground permission to use any photographs, video, or sound bites obtained of me or any minor Participant child at Bubbles Indoor Playground's facility for any legal use including but not limited to: publicity, advertisement and web content. I understand that no royalty or other compensation shall be payable to me or the minor Participant by reason of such use.

8. **Parent or Legal Guardian Certification and Consent** – *I hereby certify that I am the parent or legal guardian of the minor Participant children whose name(s) appear below, and I have authority to waive rights on behalf of the minor Participant(s). I have read and I understand all of the provisions of this document and the risks of the Activities. I understand that the Activities could cause injury and even death. I acknowledge that I have read and understand the terms of this document and I am freely and voluntarily signing this document. This Participation Agreement, Liability Waiver, and Hold Harmless Agreement has no expiration date.*

Your Name And Last Name (or Parent/Guardian First Name And Last Name)

Zip Code

Email

Phone Number

Participant 1 (Full Name & Age)

Participant 2 (Full Name & Age)

Participant 3 (Full Name & Age)

Participant 4 (Full Name & Age)

With this signature, I agree with the above agreement. I certify all the information provided is accurate. I consent to be legally bound by this waiver's terms as listed above.

Parent/Guardian Signature

Date
