

RELEASE OF *liability*

Please read this liability waiver carefully before visiting Little Lane Playroom. By signing this waiver, you acknowledge and agree to the terms and conditions set forth below. If you do not agree to these terms, please do not proceed with the visit.

1. ASSUMPTION OF RISK

I understand that visiting the playroom and using the toys, books, and equipment provided by Postpartum Properties LLC ("Little Lane Playroom") involves certain risks and hazards, including but not limited to:

- Accidental falls or collisions with other visitors.
- Potential injuries from playing within the playroom.
- Play sets or furniture tipping over (most of the equipment is not anchored to the wall or floor).
- Tripping or falling upon entering or exiting the playroom and the various play structures within the playroom.
- Choking on small parts used in some of the toys and play sets found in the playroom.
- Damage or loss of personal property.
- Sickness or illness, including but not limited to, COVID-19.

I understand that the list above is not comprehensive of the risks and hazards associated with entering the playroom. I willingly and voluntarily choose to visit Little Lane Playroom with a full understanding and acceptance of these risks. I voluntarily assume all risks, known and unknown, associated with the use of Little Lane Playroom's facilities, even if arising from the partial or sole negligence or fault of Little Lane Playroom. I acknowledge the contagious nature of COVID-19 and other illnesses, and voluntarily assume the risk that I may be exposed to or infected by COVID-19 or other illnesses while on the premises, and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

2. RELEASE OF LIABILITY

I hereby release, discharge, and hold harmless Little Lane Playroom, including any assigns, subsidiaries, associated companies, and their owners, officers, directors, employees, independent contractors, agents, and representatives (collectively, "Released Parties"), from any and all claims, arbitration costs, court actions, demands, causes of action, losses, damages, liabilities, or expenses of any kind arising out of or related to my participation in visiting Little Lane Playroom, including but not limited to personal injury, property damage, or any other harm, even if caused by the partial or sole negligence or fault of the Released Parties.

3. INDEMNIFICATION

I agree to indemnify and hold harmless the Released Parties from any and all claims, demands, actions (including mediations, arbitrations, administrative proceedings, and court proceedings), suits, damages, liabilities, and costs, including reasonable attorney's fees, arising from my, and my children(s), visit to Little Lane Playroom.

4. MEDICAL ATTENTION

In the event of any injury or illness during my, and my children(s), visit to Little Lane Playroom, I authorize the Released Parties to seek medical treatment on my, and my children(s), behalf and at my expense, if necessary. Note that although Little Lane Playroom reserves the right to seek medical treatment, it does not guarantee that it will do so, and cannot be held liable for not doing so.

LITTLE LANE PLAYROOM

619-888-0535 | littlelaneplayroom@gmail.com | www.littlelaneplayroom.com

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5. SUPERVISION REQUIREMENT

I understand that adult supervision is required at all times while visiting Little Lane Playroom. I agree to provide responsible and constant supervision to ensure the safety of all visitors. I understand that Little Lane Playroom does not provide child care services.

6. RESPONSIBLE FOR DAMAGE

I agree to be responsible for any damages to Little Lane Playroom that occur during my, and my children(s), visit. I agree to financially reimburse Little Lane Playroom for any damages caused to property owned by Little Lane Playroom within twenty-four (24) hours of being notified of such damage. I also understand that it is my responsibility to inform Little Lane Playroom if anything was damaged during my, and my children(s), visit.

7. PROPER USE AND SAFETY RULES

I agree to follow all safety rules provided by Little Lane Playroom, including but not limited to:

- No shoes in the play area. All children are required to wear non-slip grip socks. Adults are required to wear socks as well.
- No running, yelling, hitting, kicking, or rough play.
- No sharp objects, food, drinks, strollers, or pets inside the playroom.
- No shoes, bags, backpacks, outside toys/books, or any other personal belongings other than cell phones are permitted beyond the entry gates.
- No diaper changes inside of Little Lane Playroom. Should you or your child need to use the restroom or require a diaper change, you will need to exit the playroom and visit the mall's closest public restroom.
- Ensuring that the playroom is used only by individuals within the specified age limits.
- Ensuring that any photographs/videography taken within the playroom does not show the faces of other guests or staff without their permission.

I agree to comply with all policies and regulations of Little Lane Playroom, as may be amended from time to time. I acknowledge that I have been made aware of Little Lane Playroom's policies. This includes, but is not limited to the policies listed above. Little Lane Playroom's most current policies can be found at:

www.littlelaneplayroom.com/policies

8. BIRTHDAY PARTIES & PRIVATE EVENTS

Birthday parties or similar private gatherings are strictly prohibited at Little Lane Playroom. Little Lane Playroom does not currently offer birthday party or private event rentals, but in the future, reservations for private events must be made in advance and only during designated times. Any attempt to host a birthday party, baby shower, or similar gathering will result in immediate removal from the premises without a refund. Balloons, confetti, outside decorations, food/beverages of any kind, are all strictly prohibited inside Little Lane Playroom.

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9. PHOTO/VIDEO RELEASE

I grant Little Lane Playroom, its assigns, subsidiaries, representatives, owners, and employees the right to take photographs and videos of my participation in connection with Little Lane Playroom's operations. I authorize Little Lane Playroom the right to use and publish these photographs and/or videos in print and/or electronically, including on social media platforms. I agree that Little Lane Playroom may use such photographs and videos without my name, or without my children(s) name, for any lawful purpose, including for example, such purposes as publicity, illustration, advertising, and web content. I understand that Little Lane Playroom will never take or share photos or videos showing me or my children's face without my permission.

10. HEALTH AND SAFETY CONCERNS

General Wellness Requirement: For the health and safety of all patrons and staff, children who are visibly ill or displaying symptoms of any illness, not limited to COVID-19, are not permitted to visit Little Lane Playroom. This includes but is not limited to symptoms such as fever, cough, runny nose, pink eye, skin rash, stomach issues, or any other signs of contagious illness. If a child is suspected of being unwell, Little Lane Playroom reserves the right to ask the child and their accompanying guardian to leave the premises immediately and without refund.

I attest that I and any minors under my supervision:

- Are not experiencing any symptoms of illness such as cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, headache, sore throat, or new loss of taste or smell.

11. TERMINATION OF USE

I understand that Little Lane Playroom reserves the right to terminate the use of certain toys, books, or playroom equipment for any reason, including but not limited to safety concerns.

12. ACKNOWLEDGEMENT OF UNDERSTANDING

I have carefully read and fully understand the contents of this liability waiver. I acknowledge that by signing this document, I am waiving certain legal rights and assuming the risks associated with visiting the playroom and using the toys, books, and equipment from Little Lane Playroom.

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13. GOVERNING LAW:

This liability waiver shall be governed by and construed in accordance with the laws of California. Any action pertaining to this waiver, and/or my, and my children(s) visit to Little Lane Playroom, shall be filed in San Diego County.

14. SEVERANCE:

If any part of this Agreement is found to be invalid, illegal, or unenforceable by a Court of competent jurisdiction, a new legal provision, or an arbitrator, that provision will be deemed deleted and will not effect the validity or enforceability of the remainder of the Agreement.

By signing below, I affirm I have carefully read and understood this liability waiver and agree to be bound by its terms and conditions.

Adult's Name:

Adult's Email:

Adult's Cell Phone:

Child's Name(s):

Child's DOB(s):

Signature of Adult Signing on Behalf of, And Responsible for, Child(ren):
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Date: