



ASSUMPTION OF RISK, WAIVER & RELEASE OF LIABILITY AGREEMENT

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

- I represent that I am age 18 years or older and am the parent or legal guardian of the participant(s) named below, or I have obtained permission from the parent/legal guardian of the participant(s) named below to execute this agreement on such parent/legal guardian's behalf.
- I agree that the Giggles and Fun is an unsupervised play space / facility and that I (as the parent, legal guardian or responsible adult for the participant(s) entering Giggles and Fun 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 within Giggles and Fun. I UNDERSTAND THAT IT IS MY RESPONSIBILITY TO SUPERVISE MY CHILD AT ALL TIMES.
- I agree that the participant(s) named below and I shall comply with all stated and customary terms, posted safety & security signs, Giggles and Fun rules, and verbal instructions as conditions for participation in any free / open play activities, any party or any program at Giggles and Fun.
- I agree to stop unsafe, inappropriate or unfriendly play immediately. In addition, I agree to inspect the facilities and equipment prior to using it and if anything is believed to be unsafe or hazardous, I agree to immediately report it pursuant to management.
- I agree that using the equipment and participating in any free / open play activities, any party or any program at Giggles and Fun is completely voluntary. I am aware that there are inherent risks associated with participation in the any free / open play activities, any parties or programs at Giggles and Fun, and I, on behalf of myself, and (as the parent, legal guardian or responsible adult for the participant(s) entering Giggles and Fun with me), the participant(s) named below, knowingly and freely assume all such risk, both known and unknown, including those that may arise out of the negligence of other participants.
- I, hereby voluntarily fully waive, release, forever discharge, indemnify and hold harmless RELEASED PARTIES from any and all claims, demands, or causes 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 Giggles and Fun (or any child(ren) under my care while at the facility), their participation in any or all activity at Giggles and Fun or my use of Giggles and Fun equipment or facilities, or any act or omission of the RELEASED PARTIES including negligence by Giggles and Fun representatives, managers, employees, volunteers and all negligence in the design, construction, manufacture, condition, maintenance, or repair of the equipment or facilities.

I HAVE CAREFULLY READ THE FOREGOING, UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE INCLUDING THE RIGHT TO MAINTAIN A LAWSUIT AGAINST GIGGLES AND FUN ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED IT HEREIN. 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.

Today's Date: _____

THE BELOW INFO MUST BE FILLED OUT COMPLETELY.

Parent/Guardian Name (Print): _____

Address _____

City _____ State _____ Zip _____

Email _____

Phone _____

Signature _____

CHILD'S FIRST & LAST NAME	CHILD'S DATE OF BIRTH

How did you hear about us?

Word of Mouth

Online Search

Birthday Party

Other _____