



## WAIVER AND RELEASE

In consideration of being allowed to enter in the play center, the play area and/or participate in any party and or/program at Giggly Kids (further defined herein), the undersigned, on her or his own behalf, on behalf of any executors, heirs' successors and assigns, and on the behalf of the participant(s) identified below (hereinafter "Participant(s)"), acknowledges, appreciates and agrees to the following conditions:

I, the undersigned, represent that I am parent or legal guardian of the participant(s) Or I have obtained permission from the parent(s)/legal guardian(s) of the participant(s) to execute this agreement on their behalf. I agree that the Participant(s) and I shall comply will all stated and customary terms, posted safety signs, rules and regulations, and verbal instructions as conditions for participation in/on any play area, inflatable, party program and/or other equipment and use of any electronic games (collectivity "Activities") at Giggly Kids.

**INFLATABLES CAN BE HAZARDOUS AND DANGEROUS.** Some activities may require strenuous exercise and various degrees of skill and expertise. I am aware that there are inherent risk associated with participation in Giggly Kids activities and that these activities can result in serious injury to myself and/or Participant(s). I, on behalf of myself and the participant(s), knowingly and freely assume all such risk, both known and unknown, including those that may arise out of the negligence of other participant(s). If I observe any hazard or rules violation during our participation, I will bring it to the immediate attention of the nearest Giggly Kids employee.

I, for myself and on behalf of the participant(s), acknowledge that I have read the rules and understand that it is my responsibility to ask questions about the rules and regulations if necessary. I understand that it is my responsibility to ensure that the participant(s) and I understand the rules. Although there are employees to monitor children/adults playing, it is my responsibility monitor the participant(s) and own activities. I certify that participant(s) and I are in good health and that I and/or the participant(s) no physical limitations which preclude safe participation at Giggly Kids.

**ASSUMPTION OF RISK; WAIVER OF RIGHT TO SUE:** By the execution of this agreement, it is my intention to assume all risk of injury and hereby surrender and waive any rights to sue or exercise any legal right

To seek damages against Giggly Kids and the Giggly Kids family.

**WAIVER AND RELEASE: IN CONSIDERATION FOR THE ADMISSION OF MYSELF AND THE PARTICIPANT(S), I HEREBY RELEASE, WAVE, IDEMNIFY, FOREVER DISCHARGE, AGREE TO HOLD HAREMLESS AND CONVENANT NOT TO SUE GIGGLY KIDS, LLC. BRAB, LLC (ALL DOING BUSINESS AS "GIGGLY KIDS") AND ITS OWNERS, EMPLOYEES, OFFICERS, MANAGERS, ALL OTHER PERSONS OR ENTITIES ACTING ON ITS BEHALF (COLLECTIVELY THE "GIGGLY KIDS FAMILY"), FROM ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF AMY**

**CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF FOREGOING ALL EXPENSES OF LITIGATION, COURT COST AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, PARTICIPANT(S) PARTICIPATION OR USE OF ACTIVITIES, THE PLAYCENTER, INFLATABLES AND OTHER EQUIPMENT, DANGEROUS OR DEFECTIVE EQUIPMENT, NEGLIGENCE OR CARELESSNESS ON THE PART OF GIGGLY KIDS MANAGEMENT OR EMPLOYEES, MISTATEMENTS, A LACK OF AUTHORITY ON THE UNDERSIGNED'S PART TO ENTER INTO THIS AGREEMENT ON BEHALF OF ANY PARTICIPANT(S) AND/OR THE ACTIONS OR INACTIONS OF OTHER PARTICIPANTS, TO THE FULLEST EXTENT PERMITTED BY LAW.**

This WAIVER and RELEASE extends to all acts of negligence by GIGGLY KIDS FAMILY and is intended to be as broad and inclusive as permitted by the laws of the State of Texas, and if any portion of this agreement is held invalid, it is agreed the balance shall, notwithstanding, continue in full legal force and effect.

I acknowledge that the participant(s) participation in activities at Giggly Kids is strictly voluntary. I hereby certify that I am over 18 years of age, I have carefully read the foregoing covenant not to sue and acknowledge that I understand and agree to all the above terms and conditions. Prior to signing this agreement, I have had an opportunity to ask any questions. I am aware that by signing this agreement, I assume all risk and waive and release all substantial rights that I may have and possess.

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian Printed Name

\_\_\_\_\_  
Address/City/State/Zip

\_\_\_\_\_  
Emergency Contact #

\_\_\_\_\_  
Email Address

\*If you, the undersigned, are not the parent or legal guardian of any participant(s). you must complete side two of this waiver and release.

**PLEASE PRINT**

**AGE**

**PARTICIPANT(S) NAME**

_____	_____
_____	_____
_____	_____
_____	_____

Check here if you do not want to receive communications from Giggly Kids.

**THIS SIDE TO BE COMPLETED IF PERSON SIGNING PAGE ONE IS NOT THE PARENT OR LEGAL GUARDIAN OF ANY OR ALL OF THE PARTICIPANT(S)**

---

**INDEMNIFICATION**

GIGGLY KIDS AND THE GIGGLY KIDS FAMILY SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE SAVED AND HELD HARMLESS BY

\_\_\_\_\_  
("INDEMNITOR")

(Printed name of person executing this indemnification)

From and against any all suits, actions, losses, damages, claims or liability of any character, type, or description, including all Expenses of litigation, court cost, and attorney's fees for injury or death to any person or participant(s) (specifically including but not limited to those participant(s) whom indemnitor has listed on side one of this waiver and release and whom indemnitor Has/had the authority to enter into this agreement for and/or on behalf of), or injury to any property, received or sustained by Any person or persons or participant(s) or property, arising out of, or occasioned by, directly or indirectly, a claim relating to: (1) The performance of indemnitor under this agreement, including claims and damages arising in whole or in part from the negligence of Giggly Kids and/or The Giggly Kids Family (2) Any breach of inaccuracy of any statement of authority and/or representation of indemnitor made in this waiver and release; and/or (3) Any failure of indemnitor to perform any covenant required to be performed by indemnitor under this waiver and release.

It is the expressed intent of the parties to this agreement that the indemnity provided for in this section is an indemnity extended by indemnitor to indemnify and protect Giggly Kids and The Giggly Kids Family's own negligence, whether that negligence is the sole or contributory cause of the resultant injury, death, or damage.

Indemnitor further agree to defend, at its own expense, and on behalf of Giggly Kids and/ or the Giggly Kids Family and in the name of Giggly Kids and/or the Giggly Kids Family, any claim or litigation brought in connection with any such injury, death or damage.

I hereby certify that I am over 18 years of age, I have carefully read the foregoing I INDEMNIFICATION and acknowledge that I have obtained permission from the parent(s)/legal guardian(s) of the participant(s) to execute this agreement on their behalf. Prior to signing this INDEMNIFICATION, I have had an opportunity to ask all questions. I am aware that by signing this INDEMNIFICATION, I assume all risk and waive and release all substantial rights that I may have possess.

\_\_\_\_\_  
Indemnitor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Indemnitor Printed Name

\_\_\_\_\_  
Address/City/State/Zip

\_\_\_\_\_  
Emergency Contact #

\_\_\_\_\_  
Email Address

**PLEASE PRINT**

**AGE**

**PARTICIPANT(S) NAME**

_____	_____
_____	_____
_____	_____
_____	_____

Check here if you do not want to receive communications from Giggly Kids.