



HOP N HAPPY, Inc.

10401 Anderson Mill Road Suite 110A Austin, TX 78750

512.215.0898

WAIVER AND RELEASE

In consideration of the undersigned Participant being allowed to enter and use the play area, and/or participate in any party and/or program at Hop N Happy in Austin, Texas, I affirmatively represent the following:

1. I am the parent or legal guardian of the Participant(s) named below, or I have obtained express permission from the parent/legal guardian of the Participant(s) named below to execute this agreement on their behalf. I agree that I will ensure that the Participant(s) named below and I shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions as conditions for participation in any party, daily play, and/or program at Hop N Happy. In addition, if I observe any hazard during our participation, I will bring it to the attention to the nearest Hop N Happy employee or official immediately;

2. I am aware that in addition to the usual dangers and risks inherent in children's physical play that there are inherent risks associated with participation in Hop N Happy activities, such risks including but not limited to, the danger and risk of falling, jumping, landing, height, motion, and negligence of other participants. By signing this waiver, I freely accept and fully assume responsibility for all such dangers and risks, both known and unknown, and recognize the possibility of injury to myself and/or Participant which could result in personal injury and/or property damage;

3. I waive any and all claims for personal injury including death, illness, and/or property damage that either the Participant or I may have against Hop N Happy, its principals, directors, employees, representatives and volunteers in any way associated with Hop N Happy. I further release all the foregoing individuals and entities from any and all liability for any loss, damage, injury, death, medical or other expense that the Participant or I may suffer, or that any other party may suffer, as a result of either the Participant's or my use of the Hop N Happy facility;

4. I agree to hold harmless and indemnify the Hop N Happy, and all the individuals named in paragraph 3 above, from any claim, liability, or suit alleging property damage or personal injury to any third party, resulting from either the Participant's or my use of the Hop N Happy facility;

5. The release, waiver, and indemnity contemplated herein shall be binding on my next of kin, heirs, executors, administrators, successors and assigns. Further, this release, waiver and indemnity shall survive the date(s) of Participant(s) and/or my use of the facility;

6. **I HEREBY CERTIFY THAT the Participant is covered by his/her own medical insurance and that I have read and understand this document prior to signing it, and that I am aware that by signing this document I am waving certain legal rights that the Participant or I may have.** Should either the Participant or I have any physical limitation or condition that creates the potential for a higher risk of injury while enjoying the Hop N Happy facility, I agree to inform Hop N Happy personnel of such limitation or condition in advance of gaining entry to the facility; and

7. **The representations made above are material in nature. I recognize that Hop N Happy is relying upon the material representations in determining whether the Participant and/or I should be permitted to gain entry to and use of the Hop N Happy.**

Participant Name Date of Birth Participant Name Date of Birth

Participant Name Date of Birth Participant Name Date of Birth

Parent/Guardian – Print Name

Parent/Guardian - Signature Signature Date

Email Emergency Contact Phone Number