



MASS Play Center Waiver

Terms and Agreements

This waiver is between MASS Services LLC, herein referred to as "MASS SVCS," and "Customer." This is a legal document affecting your rights; please read carefully.

Equipment Rules and Safety Procedures

At MASS SVCS, **SAFETY** is our #1 priority. We have implemented a quality control procedure to inspect every PIECE of equipment before it is used. We will also take the time to instruct customers on safety rules before, during, and after the use of our equipment. Kids must wear grip socks; parents must also wear socks.

Play at Your Own Risk

- NO FOOD OR DRINKS IN THE PLAY AREA
- NO diving
- NO Running, No Chasing
- NO shoes, sneakers, flip flops, sandals, or high heels
- NO pushing, shoving, wrestling, horseplay, or piling
- NO equipment should be removed from within the play area
- NO Paint stain/mess-prone items (e.g., glitter, slime, messy art, temporary tattoos, face paint, etc.)
- NO Confetti; NO painted Easter eggs filled with confetti, as the paint used may stain.
- All sharp objects must be removed before play (including pens, pencils, jewelry, knives, eyeglasses, bling on pockets, etc.)
- No one should enter the play area if pregnant or if they have physical problems.

I, the undersigned, being allowed to enter into MASS SVCS and/or participate in any social activity, private party, or program or any other event at MASS, acknowledge, appreciate, and agree to the following:





I understand that activities involved at MASS SVCS can be dangerous and hazardous. The activities require certain degrees of skill, ability, and physical condition, and the participant must be in good health.

I understand that these activities can result in serious injury, disability, and/or death to the participants and/or me. I assume any and all risks, damages, or injuries I/we may incur while on MASS SVCS premises. In addition, if I/we observe any hazard or danger during our participation, I/we will bring it to the attention of the nearest MASS SVCS employee and/or management immediately.

I hereby certify that my child, dependent, or ward is physically fit for participation in activities at MASS SVCS and has the required skill level. I agree that before my child, dependent, or ward participates in any activity at MASS SVCS, I will inspect the related facilities and equipment. In connection with any injury sustained or illness experienced during the activity, I authorize any emergency first aid, medication, medical treatment, or surgery deemed necessary at my cost.

I, for myself and the participants named below, and our respective heirs, assigns, administrators, personal representatives, and next of kin, hereby release and forever discharge MASS SVCS and their officers, members, agents, employees, directors, trustees, affiliates, other participants, and all other persons and entities acting on their behalf, from any and all claims, actions, damages, injuries, liabilities, costs, or expenses, including attorney fees. I forever waive the right to sue or exercise any legal actions against MASS SVCS.

I have reviewed the operational rules and understand that it is my responsibility to ask questions about the operational rules and regulations if necessary.

I understand that it is my responsibility to ensure that I/my children understand the rules. Although there are referees to observe children/adults playing, it is my responsibility to supervise my children and my own activities. MASS SVCS is not an insurer or guarantor of my children's safety; they do not assume parental responsibility to supervise and direct my children's activities. I will bring any observation of the rules being broken to the attention of MASS SVCS staff.

I certify that I and/or my child(ren) are in good health and have no physical limitations that would preclude safe participation at MASS.





I understand that as a parent/guardian, I may not leave the facility at any time without another adult taking full responsibility for supervising my child(ren). I am fully aware that any child left in the facility without a parent/guardian will be immediately turned over to the authorities.

I understand that pictures and videos of myself or my supervised child(ren) may be taken at MASS SVCS by employees or other patrons and could be used for social media purposes, including our website.

I consent to the reproduction, use, and distribution of pictures, videos, and sound for advertising in electronic, print, website, and social media.

I agree that no outside decorations, gifts, or cake will be permitted for open play guests.

I acknowledge that for myself and participants named below, participation in activities at MASS SVCS is strictly voluntary.

I hereby certify that I am over 18 years of age and voluntarily agree to all terms, conditions, and responsibilities set forth in this agreement. I am aware that by signing this agreement, I am agreeing to comply with all rules set forth by MASS SVCS.

COVID-19

Coronavirus (COVID-19) is an illness caused by a virus that can spread from person to person. The virus that causes COVID-19 is a novel coronavirus that has spread throughout the world. COVID-19 symptoms can range from mild (or no symptoms) to severe illness.

To cope with the challenges of COVID-19, you'll notice various changes in the way MASS SVCS looks, as well as new practices and protocols. Our goal is to maintain a safe environment and to encourage the adoption of best practices to protect our employees, customers, and visitors.





To maintain the common goal of safety for all, you need to read, understand, and agree to each of the following terms to be admitted to MASS SVCS:

- I acknowledge the contagious nature of COVID-19.
- I acknowledge and voluntarily comply with CDC and WHO guidelines to minimize the risk of spreading the virus.
- I acknowledge and voluntarily comply that entry to MASS is not allowed if my child(ren) and/or I am experiencing respiratory symptoms such as fever, cough, shortness of breath, sore throat, runny nose or stuffy nose, body aches, headaches, chills, or fatigue, or any other symptoms of a transmittable disease.
- I acknowledge and comply with recommended safety tips, including but not limited to:
- Stay home if you are sick.
- Wash hands often with soap and water. If soap and water are not available, use hand sanitizer.
- Avoid touching your eyes, nose, and mouth with unwashed hands.
- Avoid close contact with people who are sick.
- Be considerate of others (remember, we're all in this together).
- Cover your cough or sneeze with a tissue, then throw the tissue in the trash.

If we notice any person showing signs of illness, we may ask you to leave.

If we request any temperature check, you must comply to be admitted into MASS SVCS.

We strongly advise you and may require you to use a mask and personal protective tools.

I voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending any of the events at MASS SVCS. I acknowledge and voluntarily assume that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by coronavirus at MASS SVCS may result from the actions, omissions, or negligence of myself and others, including, but not limited to, employees, volunteers, participants, and their families. I voluntarily agree to assume all of the risks and accept sole responsibility for any injury to my child(ren) or myself, including, but not limited to, personal injury, illness, damage, disability, death, loss, claim, liability, or expense of any kind, that I or my child(ren) may experience or incur in connection with attendance at MASS SVCS.



MASS SERVICES LLC 30 S Mt Vernon Ave #90 Colton, CA 92324, USA 909-660-0097

You can terminate or make changes to your waiver by submitting a written request to MASS SVCS by email at intake@masssvcs.com

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Your acknowledgment in terminating your waiver will prohibit you and any minor(s) named on this waiver from accessing any events and activities at MASS SVCS, effective immediately.

PLEASE REVIEW MASS SVCS SAFETY RULES WITH YOUR CHILDREN AND ENSURE THAT THEY ARE NOT CHEWING ON ANYTHING WHILE ON THE SOFT FLOOR TO AVOID CHOKING OR VOMITING. IF STAFF FEELS A CHILD IS UNHEALTHY TO CONTINUE PLAY, MASS STAFF MAY STOP THEIR PLAY.

As MASS SVCS is a child/parent environment, designated supervising adult(s) are responsible for child(ren) in their care. While the staff will work hard to ensure everyone plays together and has a great time, if a child is unable to follow the facility rules, the following step will be taken to ensure other guests can enjoy their playtime:

The child and parent will be asked to leave MASS SVCS with no refund.

By executing this agreement, it is my intention to assume all risk of illness or injury (minor, serious, or catastrophic) and do hereby surrender and waive any rights to sue or exercise any legal right to seek damages against MASS SVCS, its owners, agents, employees, officers, and/or all other persons or entities acting on its behalf and agree to indemnify MASS SVCS and its owners, employees, or agents and hold it harmless from and against all claims asserted against it by any entity based upon my children's participation in any parties or programs at MASS SVCS. You hereby acknowledge that you have read this waiver completely, carefully, and agree to all the content of this waiver entirely without recourse.



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Release of Liability

Customer agrees to take FULL responsibility in ensuring the safe operation of MASS SVCS equipment during playtime or private events, to follow any safety rules posted on Product(s) and/or verbally given, and to supervise the MASS facility rented and any and all participants. Customer understands and acknowledges that any activity in connection with MASS SVCS

Product(s) brings both known and unanticipated risks that could result in property damage, physical or emotional injury, paralysis, death, or other damage or injury to participants. Those risks include but are not limited to those caused by equipment or facilities, or even the negligence of other participants. Customer understands and acknowledges that they are solely responsible for the conduct of all participants during the activities and will be responsible for all liabilities.

By signing this waiver, Customer acknowledges that they have read and understood all of the terms and conditions herein, and voluntarily agrees to be bound by this waiver and its terms.

Signature: _______
Date: _______
Caregiver/Parent Full Name: ______
Caregiver Address:
Phone Number: ______
Email Address: _____

Name of Children/Participants:

1. ______ Date of Birth: ______
2. _____ Date of Birth: ______
3. ____ Date of Birth: ______
4. ____ Date of Birth: _______
5. ____ Date of Birth: _______