

PLAYDATES, LLC
WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Child Participant Name ("Child"): _____

IN CONSIDERATION of my Child being permitted to participate in the program hosted by Playdates, LLC, a Connecticut limited liability company ("Company"), I, on behalf of myself, my spouse, Child and Child's parents, together with each of their heirs, assigns, next of kin, personal representatives, and legal representatives (collectively, the "Family Parties"), hereby acknowledge that novel coronavirus ("Covid-19") infections have been confirmed throughout the United States, the State of Connecticut, and Fairfield County.

The Company has taken certain steps to implement recommended guidance and protocols issued by the Centers for Disease Control ("CDC"), Connecticut Department of Public Health and local town governments (collectively, "Public Health Agencies") for slowing the transmission of COVID-19, including without limitation, daily temperature monitoring of staff and children, facial masks for staff, continuous hand washing, frequent sanitizing of high-touch surfaces and toys and social distancing of 6 feet when possible. and implementing the notification provisions contained in this waiver for all participants in the Company's programs.

The undersigned, on behalf of the Family Parties, hereby acknowledges and agrees as follows:

1. The Company may revise its procedures at any time based on updated recommended guidance and protocols issued by the Public Health Agencies and the undersigned and the Family Parties will comply with the Company's procedures, as they are revised from time to time, prior to the Child's attendance at the Company's programs.

2. The Company's programs are held in private homes (individually and collectively, the "Program Locations") that are not open to the general public. The Program Locations are not under the Company's control and, while the Company will take reasonable steps to investigate the safety of the Program Locations, the Company cannot and does not warrant the safety of any Program Location.

3. Due to the nature of the Company's programs and the age of the children who participate in such programs, social distancing of six (6) feet per person among the Child, the other children participants, and the Company providers, is not possible. The undersigned fully understands and appreciates both the known and potential dangers of participation in the Company's programs at the Program Locations and acknowledges that the participation in the Company's programs and presence at the Program Locations by the Child may, despite the Company's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

4. The Child shall not participate in the Company's program if he or she: (i) experiences symptoms of COVID-19, including without limitation, fever, cough, or shortness of breath; (ii) has a suspected or confirmed case of COVID-19.

5. The Child shall not participate in the Company's programs within fourteen (14) days after: (i) returning from any highly impacted areas subject to a CDC Level 3 Travel Health Notice; (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice; or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Network is continuously updating the list of Travel Health Notices and the undersigned agrees that they are aware of this list and the countries listed. The undersigned agrees to check the CDC Travel Health Notices list (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>) prior the Child's participation in each individual session of the Company's programs. The undersigned agrees to notify the Company immediately if he or she believes that any of the foregoing access restrictions may apply.

6. The use of the Program Locations and participating in the Company's programs may involve inherent danger and risk, including without limitation, the risk of physical illness (including COVID-19), injury, death or property damage. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF, ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the Family Parties while participating in any Company program, including the risk that the Program Locations may not be free of COVID-19.

In further consideration of Child being permitted to participate in the Company's program, the undersigned, on behalf of the Family Parties, hereby agrees to the following:

1. The undersigned, on behalf of the Family Parties, hereby releases, waives, discharges and covenants not to sue, the Company, its members, managers, officers, employees, volunteers and agents (collectively, the "Company Releasees") from any and all liability to the Family Parties for any loss or damage, and any claim or demand on account of any injury to, or an illness or the death of, any of the Family Parties (or any person who may contract COVID-19, directly or indirectly, from any of the Family Parties) arising out of the Child's attendance at any of the Company's programs, including any liability arising from the Program Location.

2. The undersigned hereby agrees to indemnify and save and hold harmless the Company Releasees, from any loss, liability, damages or costs they may incur, while the Child is in, upon or about the Program Location or participating in the Company's program.

3. The undersigned further expressly agrees that the foregoing WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of Connecticut and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. The undersigned and the Company jointly agree that in the event any court of competent jurisdiction determines that the provisions of this agreement are excessively broad, then the undersigned hereby consents to the judicial modification of the provisions

of this agreement in such a manner that renders such provisions enforceable to the maximum extent permitted by applicable law.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS WAIVER OF LIABILITY AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE BY THE COMPANY OR ANY OF THE COMPANY RELEASEES. I AM AWARE THAT BY AGREEING TO THIS WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE COMPANY IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY PROGRAM LOCATION OR PROGRAM AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF A MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY CHILD AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO THE COMPANY THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINORS.

**I have read and understand the terms of this
WAIVER OF LIABILITY AND INDEMNITY
AGREEMENT and agree to its terms.**

Name (print):

Date: _____