



TERMS & CONDITIONS FOR PLAY PASS x 10 VISITS

Waiver

Patrons entering Kidz Etc. acknowledge the inherent risks present in an indoor play environment. While Kidz Etc works diligently to provide a safe environment for all, certain risks, whether inherent in the facility itself or caused by the actions of other patrons, are unavoidable. By using our facility, patrons shall indemnify Kidz Etc., its employees, agents and officers against any and all liability incurred by a negligent or wilful act of the patron, caregiver, child or other patrons. A complete copy of the Terms of Use is posted at the café and is also available upon request.

Kidz Etc. is not liable for any property damage or personal injury to any child or third party resulting from the participation in any or all activities on the premises of Kidz Etc. Kidz Etc. is not liable as aforesaid even if said damage or injury arises from the negligence, gross negligence, breach of contract or breach of any statutory or other duty of care, including any duty of care owed under the relevant Occupier's Liability Act on the part of Kidz Etc.

Media Release & Authorisation

Kidz Etc. reserves the right to take photos and videos within and about the Kidz Etc. premises and to use such photos and videos for advertising and promotional purposes. To have any person excluded, please notify any staff member at Kidz Etc. You will also be added to our periodic email updates of our events and special promotions at the Cafe. To remove yourself from the subscription/ mailing list, please notify us at info@kidzetc.ca.

Medical & Liability Release

As the legal parent or guardian, IF I CANNOT BE CONTACTED IN A MEDICAL EMERGENCY, I hereby give permission for medical treatment including hospitalisation, medications, injections, anaesthesia, and/or surgery for the student/child that is participating in any activity at Kidz Etc. I understand that I am responsible for any charges not covered by insurance. I also authorise the release of all information necessary to settle any claims.

In consideration of the benefits derived from my and/or my child's participation in any activities at Kidz Etc., I do hereby voluntarily release, acquit, discharge and agree to indemnify and defend Kidz Etc. and its staff members all manner of suits, actions, claims, demands, and liabilities relating to such participation.

I acknowledge that this release and indemnity applies even in case of negligence by the released and indemnified parties.

I acknowledge that I have read and understand the above Waiver, Media Release & Authorisation, and the Medical Release.

I also acknowledge and understand that my party will follow the Terms of Use and Play Safe rules when utilising the play area at Kidz Etc.

KIDZ ETC. TERMS OF USE

1. **Supervision is mandatory in the play area** – even during any classes, day camps or other 'learn & play sessions' which are facilitated. Parents and guardians are responsible for their children at all times and must stay on the premises. Occasional assistance may be available from our staff whenever feasible (i.e. for your bathroom breaks; however, it is your responsibility to notify a member of our staff).
2. Children may only use the play area equipment for their intended use only, in a fair and respectful manner. All children must wait their turn to use any equipment or toys. There is absolutely no climbing or standing on the slide and must use feet first when going down. Throwing toys and other objects is strictly prohibited.
3. All parents, guardians and children must wash and/or sanitize hands before entering the play area. Encourage your children to wash hands frequently; especially after bathroom use.
4. Our bathrooms and nursing area are properly equipped and baby proofed. Diapers should be changed in these areas only.
5. Outside food and drinks are **NOT** permitted except food for pre-booked parties and infants (milk, formula, baby food, etc). **No food, drinks or chewing gum are allowed in the play area. If you or your child have any food allergies, please inquire with our staff.**
6. **Please be mindful that the café serves hot beverage and food. Running is not permitted outside of the play area.**
7. **Rough play and aggressive behaviour are not permitted and families may be asked to leave the premises if they demonstrate such behaviour.**
8. All of our equipment and toys are sanitized and cleaned every day. Any toys that require cleaning or where children have put in their mouths should be put in the toy baskets that are marked for cleaning. No outside toys are permitted in the facility for safety reasons. We are not responsible for any lost, stolen or damaged toys or personal belongings that you bring onto our premises. We are not responsible for any injuries caused to you or any other participants caused directly or indirectly as a result of any unauthorized toys you bring onto the premises.
9. We ask that you keep all sick children at home. We will turn families away if they show signs of severe illness like flu, fever rashes or vomiting.
10. **No shoes permitted in the play area.** This applies to all children and adults. Shoe cubbies are available for storage. Socks can be worn in the play area. Please monitor your stored items carefully, as we are not responsible for any lost, stolen or damaged personal belongings.

11. Accidents (puking/vomitting/bathroom accidents) - As our Cafe depends on our play equipment and facility being in operation that is clean and safe for all our guests to use, we require all parents to be mindful of the child's requirements to **use the bathroom frequently and to be in good health**. We understand that babies and toddlers may be prone to puking/vomitting when not fully burped or with the onset of an illness. We kindly ask that parents be mindful of this, as accidents may cause our play equipment to be out of service - which inadvertently will affect other customer's visits. At our discretion, depending on the accident, we may charge parents a **clean up fee** of up to \$50.

PLAY SAFE RULES:

- Parent supervision is mandatory!
- Please use all equipment and toys in a careful and respectful manner.
- Slides go down! No climbing up or standing on the slide and must use feet first when going down.
- No throwing any toys.
- Be respectful and fair. Wait for your turn on any equipment.
- All adults and children must wash their hands before entering the play area.
- No Rough Play and No Bullying – verbally, physically or socially.
- **Absolutely No food or drinks in the play area.** No chewing gum in the play area.
- Laugh Lots & Have Fun!

REFUND & EXCHANGE POLICY

Your play pass is valid for 12 **months from the time of purchase and is non-refundable**. It cannot be exchanged for other products or services of Kidz Etc.

Remaining visits do not carry over.

Your play pass can be shared – between siblings (children of the same family) or amongst friends/other families. If it is shared between children of different families, authorization must be given from the Holder/purchaser of the Pass. There can only be one Holder/purchaser of the Pass.

The Play Pass can be switched to another Holder; provided that there are visits remaining on the pass and that it has not expired. Permission and consent must be given from the original Holder to switch the pass to a new Holder.

