



DREAM CITY POLICIES AND ASSUMPTION OF RISK, WAIVER, AND RELEASE

The individual named below (referred to as "I" or "me") desires of being permitted to enter the premises of and/or participate in a supervised play activities (the "Activities") at, and, if applicable, for his or her minor children to enter the premises of and/or participate in the activities at Dream City, located at 108-48 Queens Blvd, Forest Hills, NY 11375 ("DREAM CITY"), provided by Top Tier Holdings Group LLC, a New York partnership (the "LLC"). As lawful consideration for being permitted by the LLC to enter DREAM CITY premises and participate in the Activities, I agree to all the terms and conditions set forth in this agreement (this "Agreement").

Policies and Procedures (Subject to change at any time without prior notice)

1. I assume full responsibility for my own safety and conduct, and the supervision, safety, and conduct of ALL child(ren) in attendance with me, while in or about DREAM CITY. I will always remain on the premises at all times while ALL child(ren) is/are present.
2. LIMIT THREE (3) CHILDREN PER ADULT.
3. Please read all signs posted throughout DREAM CITY and note the age restrictions in each exhibit/play area.
4. DREAM CITY is designed for children under six (6) years of age. For safety reasons, the LLC reserves the right to refuse admittance to any child(ren) over six (6) years of age and/or who do not fit the height and size requirements applicable to the Activities.
5. ALL ADULTS AND CHILDREN MUST WEAR SOCKS WHILE IN THE PLAYSPACE. Socks are available for purchase. Outdoor footwear is prohibited in the designated play areas (the "Play space"). The LLC reserves the right to refuse entrance to the Play space to anyone who does not have the proper footwear.
6. Please do not bring any child(ren) into DREAM CITY when they are ill or have a communicable medical condition. The LLC reserves the right to restrict and/or refuse a child's admission in the event the LLC determines, in its sole and absolute discretion, the child is ill and/or presents a risk to the health or wellbeing of others.
7. While on or about DREAM CITY premises, I and my child(ren) will conduct ourselves in a manner that does not threaten the health, wellbeing, or full enjoyment of others.
8. No rough play or fighting while on or about the Play space or DREAM CITY premises. The LLC does not tolerate bullying, fighting and/or rough and/or /horse play and reserves the right to refuse admittance to any individual involved in bullying, fighting, rough/horse play and/or disrespecting others. In the event the LLC determines, in its sole and absolute discretion, an individual is acting in violation of this policy, such individual (and, if applicable, his/her/their parent(s), guardian(s), and/or child(ren)) will be asked to exit the premises and will not be entitled to a refund of any amounts incurred in connection with the Activities, including admission to DREAM CITY and/or other Activity-related fees.
9. The LLC will make reasonable efforts to monitor and reserves the right to limit the number of people who occupy any area of DREAM CITY. I acknowledge that such an effort is made to provide a safe and fun environment while making reasonable efforts to limit inconvenience due

to space restrictions.

10. No food or beverage, including gum and candy, may be brought into the Play space or designated classrooms. Please restrict all food and beverages to the lounge area or, when attending a birthday party, the event room.
11. DREAM CITY is a nut free facility. Please do not bring or consume on premises any nuts or products that contain nuts.
12. Please respect the equipment, the toys, and others. No sharp or glass objects allowed in the Play space or DREAM CITY premises.
13. The LLC is not responsible for loss, theft or damage of any personal property.
14. The LLC reserves the right to open and close the premises or any portion of the Play space in its sole and absolute discretion. Posted hours are subject to change without prior notice for construction, maintenance, special events, holidays, or other purposes. In the event a portion of the Play space is closed, I agree I shall not be entitled to a refund of any amounts, including pro rata with respect to such closed portion(s).
15. Any individual desiring entrance to the Play space and participation in the Activities, including parents, guardians, or other individuals over eighteen (18) years of age, must agree to the terms and conditions herein in order to gain entry.
16. Alcohol waiver: Notwithstanding anything in the Event Agreement to the contrary, DREAM CITY agrees that the host of special event/party may bring limited quantities of beer and wine (but not liquor) into the facility to serve to adult guests during the Event. I shall not do or permit any act or thing to be done which may subject DREAM CITY (together with its owner, affiliates, agents, employees, successors and assigns, the "DREAM CITY Parties") to any liability or responsibility for injury, damages, to persons or property or to any liability by reason of my provision of alcoholic beverages to my guests, and show exercise such control over the Event as to fully protect the DREAM CITY Parties against any such liability. I shall indemnify and save the DREAM CITY Parties harmless from and against all alcoholic beverage related to (a) claims of whatever nature arising from the Event against the DREAM CITY Parties arising from any act, omission or negligence of me, contractors, licensees, agents, servants, employees, invitees and visitors, (b) all claims against the DREAM CITY Parties arising from any Event related to accident, injury or damage whatsoever caused to any person or to the property of any person and occurring during the Event in or about the facility as a result of my provision of alcoholic beverages at the Event, and (c) all Event related claims against the CTG Parties arising from any accident, injury or damage occurring outside of the premises, where such accident, injury or damage results or is claimed to have resulted from an act, omission, negligence of me or my contractors, licensees, agents, servants, employees, invitees, or visits as a result of my provision of alcoholic beverages to their guests. This indemnity hold harmless agreement shall include indemnity from the against any and all liability, fines, suits, demands, costs and expenses of any kind or nature (including, without limitation, attorneys' fees and disbursements) incurred in or in connection with any such claim or proceeding described above, and the defense thereof. I agree that we shall do such things as are reasonably necessary to ensure that my guests and invitees conduct themselves in a responsible manner, including, without limitation, endeavoring to limit each person's intake of alcoholic beverages to no more than two drinks during the Event and refusing to serve (and/or removing from the facility) any person that acts or appears to be visibly intoxicated.

Assumption of Risk, Release, Waiver and Indemnification

I hereby acknowledge, agree, and accept the risk of injury and illness inherent in any physical activity and/or program, including particularly, the programs offered by DREAM CITY. Such risks include but are not limited to falling, bumping, risks from abrasions, scrapes, cuts, burns, broken, sprained or bruised limbs, as well as risks from the actions or omissions of others. As such, I hereby release and discharge DREAM CITY, its owners, affiliates, agents, employees, successors and assigns, from any and all injury, illness, medical conditions, damages, claims, liabilities, expenses or judgments, including attorney’s fees and court costs resulting from your participation in a program or presence on DREAM CITY premises, except as such may arise out of DREAM CITY gross negligence.

Furthermore, you shall indemnify and hold harmless DREAM CITY, its owners, affiliates, agents, employees, successors and assigns, against any and all injuries, illnesses, medical conditions, damages, claims, liabilities, expenses or judgments, including attorneys’ fees and court costs resulting from any negligent or deliberate act or omission of your child(ren), caregiver or yourself. Such indemnity shall not include liability for the negligent acts or omissions of DREAM CITY, its agents or employees. You expressly agree that DREAM CITY may use photos and/or video taken of children and/or caregivers at DREAM CITY for archival and publicity purposes.

I understand that this is a permanent waiver to be kept on file by DREAM CITY for **today’s visit**. *By refusing to sign this waiver for my child, I understand I might not be allowed to participate in an activity, receive treatment, or use a service during this visit.*

I expressly agree that the LLC may use photos and/or video taken of children and/or caregivers at DREAM CITY for archival and publicity purposes. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule. I further expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of New York and that, if any portion hereof is held invalid, it is agreed that the balance shall continue in full legal force and effect. I have read and voluntarily sign this Agreement, and further agree that no oral representations, statements, or inducement, apart from the foregoing written agreement, have been made.

Host Information

First & Last Name: _____

Email Address: _____ Phone Number: _____

Birthday Child’s Name & Date of Birth: _____

Birthday Child’s sibling 1’s Name & Date of Birth: _____

Birthday Child’s sibling 2’s Name & Date of Birth: _____

Signature: _____ Date: _____

Child Information

First Name: _____ Middle Name: _____ Last Name: _____

Birthday: _____

Signature: _____

First Name: _____ Middle Name: _____ Last Name: _____

Birthday: _____

Signature: _____

First Name: _____ Middle Name: _____ Last Name: _____

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