

Membership Agreement

Play Date MTX DBA Play Park MTX

THE FOLLOWING MEMBERSHIP AND ANNUAL PASS AGREEMENT INCLUDES A BINDING INDIVIDUAL ARBITRATION PROVISION AND CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS HEREUNDER. BY AGREEING TO THIS MEMBERSHIP AND ANNUAL PASS AGREEMENT, YOU ACKNOWLEDGE AND REPRESENT THAT YOU HAVE READ IT AND AGREE TO BE BOUND AS SET FORTH HEREIN.

MEMBERSHIP AND ANNUAL PASS AGREEMENT

The words “you” and “your” mean the person agreeing to this Membership and Annual Pass Agreement (“Agreement”) to purchase either an Play Park MTX membership or Annual Pass, any person who provides payment for the fees described herein, and any minor on whose behalf a parent or legal guardian agrees to this Agreement. The words “Play Park MTX,” “we,” “our,” and “us” refer to M&D Entertainment, LLC d/b/a Play Park MTX. This Agreement is between you and us. By entering into this Agreement, you also agree to Play Date MTX’s Privacy Policy, E-Sign Disclosure and Agreement, and Terms of Use, which are incorporated in this Agreement as if set forth herein. The Privacy Policy describes Play Date MTX’s information gathering and privacy practices, and the use of your personal information and is available for review at www.playparkmtx.com. The E-Sign Disclosure and Agreement outlines your agreement to enter into this transaction electronically and receive documents electronically and is available for review at www.playparkmtx.com. The Terms of Use describes our agreement regarding the use of the Play Park MTX websites including, but not limited to, www.playparkmtx.com.

YOU ACKNOWLEDGE THIS AGREEMENT OUTLINES THE TERMS OF A MEMBERSHIP AGREEMENT OR ANNUAL PASS, AS APPLICABLE. IF YOU ARE PURCHASING A MEMBERSHIP, THE TERMS OF SUCH MEMBERSHIP SHALL BE GOVERNED BY THE INTRODUCTORY PARAGRAPH ABOVE AND SECTIONS A (MEMBERSHIP AGREEMENT) AND C (COMMON TERMS) BELOW. IF YOU ARE PURCHASING AN ANNUAL PASS, THE TERMS OF SUCH ANNUAL PASS SHALL BE GOVERNED BY THE INTRODUCTORY PARAGRAPH ABOVE AND SECTIONS B (ANNUAL PASS) AND C (COMMON TERMS) BELOW.

BY ENTERING INTO THIS AGREEMENT YOU ARE COMMITTING TO A 12 MONTH MEMBERSHIP TERM (“INITIAL TERM”) (EXCEPT AS PROVIDED HEREIN, YOU MAY NOT CANCEL YOUR MEMBERSHIP DURING THE INITIAL TERM. AT THE END OF THE 12-MONTH INITIAL TERM, THIS MEMBERSHIP AGREEMENT WILL AUTOMATICALLY BE RENEWED AND CONTINUE ON A MONTH-BY-MONTH BASIS UNLESS TERMINATED IN WRITING BY YOU OR US IN ACCORDANCE WITH ITS TERMS. If you add a new member during the 12-month Initial Term, the Initial Term will be extended automatically for each Member in your Membership Account for an additional 12 months and thereafter will automatically be renewed and continue on a month-by-month basis unless terminated in writing by your or us in accordance with this Membership Agreement’s terms.

- 1. Membership Benefits. While you are a member, you may use your membership benefits only at the Play Date MTX where you purchased your membership. Some**

membership benefits may be available on a first come, first served basis with limited supplies and capacity. Membership benefits may not be available at some Play Park MTX due to closure of the Park for any reason including, but not limited to, private or special events, Park capacity and attendance, unavailability of food, beverages, or merchandise, or other circumstances. Memberships are not valid for special events, including, but not limited to, teen night, summer camps, parent's night out, private events, fitness classes, or birthday parties, unless specifically included in your membership benefits. Memberships, membership benefits, and member discounts are for personal use only and are nontransferable, may not be combined with any other offer or promotion, and may not be used to obtain or purchase items or services with the intent to resell such items or services. You must present proof of membership, as Play Park MTX shall determine in its sole discretion, to receive any applicable membership benefits and discounts.

At our sole discretion, we may change any term or condition of this Membership Agreement or the features, services, and/or benefits provided under this Membership Agreement. We will notify you at least 30 days in advance of any such change becoming effective at the email or other address you provide in this Membership Agreement or any updated address you subsequently provide to us in writing.

- 1. Recurring Payment Authorization. BY AGREEING TO THIS MEMBERSHIP AGREEMENT, YOU AUTHORIZE US TO AUTOMATICALLY CHARGE THE CARD YOU HAVE SPECIFIED (YOUR "CARD") (1) FOR THE FIRST RECURRING MONTHLY MEMBERSHIP PAYMENT PLUS THE TRANSACTION FEE, AND APPLICABLE TAXES ON THE DAY YOU AGREE TO THIS MEMBERSHIP AGREEMENT, (2) ON OR ABOUT THE SAME DAY OF EACH MONTH THEREAFTER FOR MONTHLY MEMBERSHIP FEES PLUS APPLICABLE TAXES UNTIL EITHER YOU CANCEL OR WE TERMINATE THIS MEMBERSHIP AGREEMENT IN ACCORDANCE WITH ITS TERMS; (3) IN LIEU OF PRESENTING THE CARD FOR PAYMENT OF ANY GOODS OR SERVICES RECEIVED OR CHARGES INCURRED BY YOU UNDER THIS MEMBERSHIP AGREEMENT; AND (4) ALL ADDITIONAL FEES AND CHARGES INCURRED BY YOU UNDER THIS MEMBERSHIP AGREEMENT, INCLUDING, BUT NOT LIMITED TO, APPLICABLE TAXES, GOVERNMENT FEES, AND THE DEACTIVATION FEE. During the membership www.playparkmtx.com process, you must designate an available payment method to pay those amounts you owe under this Membership Agreement. Play Date MTX will charge your Card on or about the same day each subsequent month (e.g., if you sign up for membership on the 10th of the month, your Card will be charged on or about the 10th of each month). The amount you owe is due and payable on the date we charge (or attempt to charge) your Card. For purposes of identification and billing, you agree to provide us with current, accurate, complete, and updated information including your name, address, telephone number, and applicable payment data. You agree to notify us promptly of any changes in your information, including any changes to your method of payment. You may change or update your Card you designate as your payment method or view the amount you owe that will be charged to your Card and the date your Card will be charged on the Play Park MTX payment portal.**

YOU ACKNOWLEDGE AND AGREE THAT WE MAY CHANGE THE AMOUNT OF YOUR RECURRING MONTHLY MEMBERSHIP FEES BEGINNING AFTER YOUR 12-MONTH INITIAL MEMBERSHIP TERM PROVIDED WE GIVE YOU WRITTEN NOTICE AT LEAST 30 DAYS IN ADVANCE OF SUCH A CHANGE CONSISTENT WITH THE TERMS OF THIS MEMBERSHIP AGREEMENT. SALES TAXES AND OTHER GOVERNMENT-IMPOSED FEES ARE NOT A PART

OF YOUR MONTHLY MEMBERSHIP FEE AND MAY BE ADDED OR ADJUSTED AT ANY TIME WITHOUT NOTICE AS REQUIRED BY LAW.

You are responsible for payment of your monthly membership payments and all other amounts you owe under this Membership Agreement. If Play Park MTX is unable to obtain payment the first time Play Park MTX attempts to charge your Card, Play Park MTX may attempt to charge repeatedly until payment in full is received. It is your responsibility to ensure that the Card you designate is always valid and has not expired. If funds available through your Card are insufficient to cover any payment when due, you are responsible for providing Play Park MTX access to another acceptable payment method to pay the full amount due. **YOU ACKNOWLEDGE THAT IF ANY PAYMENT BY CARD IS NOT COMPLETED (OR IS REVERSED) AT ANY TIME DURING THE TERM OF THIS MEMBERSHIP AGREEMENT, YOUR MEMBERSHIP MAY BE SUSPENDED, AND YOU MAY BE REFUSED ADMISSION TO ANY Play Park MTX AND ACCESS TO OTHER MEMBERSHIP BENEFITS UNTIL THE AMOUNT YOU OWE IS PAID. FURTHER, YOU ACKNOWLEDGE THAT IF PAYMENT BY CARD IS NOT COMPLETED (OR IS REVERSED) AND REMAINS DUE FOR MORE THAN 30 DAYS, YOUR MEMBERSHIP MAY BE TERMINATED. IF YOUR MEMBERSHIP IS TERMINATED FOR FAILURE TO PAY ANY AMOUNT DUE FOR MORE THAN 30 DAYS DURING YOUR 12-MONTH INITIAL TERM, THE REMAINING MONTHLY MEMBERSHIP PAYMENTS IN YOUR 12-MONTH INITIAL TERM WILL BECOME IMMEDIATELY DUE AND PAYABLE.** For example, if your membership is terminated in the tenth month of your initial term, the remaining two monthly payments in the 12-month Initial Term will become due immediately. Failure to use your membership or your member benefits does not relieve you of responsibility for payment. In addition, regardless of the number of times you use your membership or access your membership benefits, there are no refunds on amounts paid on any membership except as provided in this Membership Agreement.

- 1. Membership Cancellation. YOU MAY NOT CANCEL YOUR MEMBERSHIP DURING THE 12-MONTH INITIAL TERM EXCEPT AS PROVIDED HEREIN.** After your 12-month Initial Term, you may cancel your membership at any time by emailing www.playparkmtx.com@gmail.com. Memberships may only be cancelled as described in this section. Your cancellation request will be effective 10 days after it is received. Any payments due under this Membership Agreement prior to the cancellation effective date will be charged by us as scheduled.

During the 12-month initial term, you or your estate may cancel your membership if by reason of death or disability you are unable to receive your membership benefits under this Membership Agreement. Upon cancellation due to death or disability, you or your estate shall be relieved from the obligation of making monthly membership payments due after the date of death or the receipt of certification of a physical disability. A physical disability sufficient to warrant cancellation of this Membership Agreement shall be established if you furnish us with a written certification of such disability by a licensed physician, provided the diagnosis or treatment is within the physician's scope of practice.

During the 12-month initial term, you may cancel your membership if you permanently move your residence more than 25 miles from the location of any Play Park MTX. Upon Play Date MTX's receipt of acceptable written verification of your move, you shall be relieved from the obligation of making monthly membership payments due after receipt of such written verification.

All requests for membership cancellation due to death, disability, or relocation must be submitted in writing with verification of death, disability, or relocation by email

to www.playparkmtx.com@gmail.com or by mail or hand-delivery to the following address: Play Park MTX, Attn: Membership Support, 650 US HWY 287, STE 180, Mansfield, TX 76063

1. **Membership Suspension.** Play Park MTX may suspend your membership under the following circumstances:

(a) If Play Park MTX is unable to successfully charge your Card for monthly membership payments and other amounts you owe at the time they are due, and you do not pay the amounts due in some other way, then the membership passes of all members under this Membership Agreement will be deactivated and all memberships and benefits associated therewith will be suspended. If your membership is suspended due to failure to pay amounts owed, your membership will be immediately reinstated if you pay all monthly membership payments and other amounts that are due (including the Deactivation Fees) before your next payment is due.

(b) If any member under this Membership Agreement is suspected of violating any provision of this Membership Agreement, any of the membership terms and conditions, or any other rules, regulations, or policies of Play Park MTX, or is suspected of fighting or rowdy behavior in any Play Park MTX or allowing someone else to use the member's membership, Play Park MTX may suspend any or all of the memberships under this Membership Agreement and deny all members under this Membership Agreement access to any Play Park MTX while the alleged violation is investigated. Upon conclusion of Play Date MTX's investigation and depending upon the findings of such investigation, Play Park MTX, in its sole discretion, may either reinstate the suspended memberships or immediately terminate such memberships. If a membership is reinstated following an investigation under this section, the member's monthly membership payments will continue as scheduled and the end date of the member's Initial or Renewal Term will not change.

Play Park MTX will notify you if your membership is suspended in writing at the email or other address you provide in this Membership Agreement or any updated address you subsequently provide to us in writing.

You agree to pay a "Deactivation Fee" of \$10.00 for each membership under this Membership Agreement that is suspended due to failure to pay amounts owed or due to any confirmed violation of any provision of this Membership Agreement, any of the membership terms and conditions, or any other rules, regulations, or policies of Play Park MTX or allowing someone else to use your membership, to defray the administrative costs incurred by Play Park MTX in connection with membership suspension and deactivation of membership passes. During a suspension for failure to pay amounts owed, Play Park MTX will continue to attempt to collect all amounts due under this Membership Agreement and all such amounts will continue to accrue, including the monthly payments for any or all of the memberships under this Membership Agreement that have been suspended. Play Park MTX also reserves the right to terminate your Membership Agreement due to failure to pay amounts owed or due to any confirmed violation of any provision of this Membership Agreement, any of the membership terms and conditions, or any other rules, regulations, or policies of Play Park MTX or, or if you allow someone else to use your membership, consistent with the terms of this Membership Agreement.

1. **Membership Termination.** We reserve the right to terminate or refuse to renew your Membership Agreement at any time for any reason not prohibited by law and to collect any delinquent or outstanding balance(s) that has not been paid including for any monthly payments owed. If your membership is terminated, Play Park MTX will notify you in writing at

the email or other address you provide in this Membership Agreement or any updated address you subsequently provide to us in writing. When a membership is terminated, the affected membership pass(es) will be deactivated permanently and the affected member(s) will no longer be eligible to receive any of the benefits of membership. Reasons for membership termination include, without limitation, the following circumstances:

- (a) If you fail to pay monthly membership payments or other amounts you owe at the time they are due for more than 30 days (i.e., after you miss two monthly payments).
- (b) If you use your membership for commercial purposes, or engage in activity that Play Park MTX, in its sole discretion, deems improper, including without limitation, allowing someone else to use your membership, fighting or rowdy behavior in any Play Park MTX, or if Play Park MTX determines that you or any member under this Membership Agreement violated any provision of this Membership Agreement, any of the membership terms and conditions or any other rules, regulations, or policies of Play Park MTX.
- (c) If Play Park MTX, in its absolute and sole discretion, for any reason elects to terminate your membership.

If Play Park MTX elects to terminate your membership and this Membership Agreement effective immediately, for any reason including but not limited to any of the reasons listed in sections (a) or (b) above, any amounts that are owed to Play Park MTX shall become immediately due and payable, including any monthly payments remaining in the 12-month Initial Term. For example, if Play Park MTX terminates your membership in the tenth month of your 12-month Initial Term, the remaining two monthly payments in your 12-month Initial Term will become due and payable immediately. You agree that we may charge any and all such fees and costs to your Card on the effective date of the termination of your Membership.

1. Annual Pass.

BY ENTERING INTO THIS AGREEMENT, YOU ARE PURCHASING AN ANNUAL PASS THAT IS GOOD FOR 12 MONTHS FROM THE DATE OF PURCHASE (“TERM”). THE FEE PAID FOR THE ANNUAL PASS IS NON-REFUNDABLE IN ALL EVENTS.

1. Annual Pass Benefits. During the Term, you may use your Annual Pass benefits only at the Play Date MTX where you purchased your Annual Pass. You will be required to pay the regular admission fee to visit other Play Park MTX. If we later allow your benefits to be used at Play Park MTX other than where you purchased your Annual Pass, we will notify you in writing. In such case, attractions, offerings, and pricing may vary between Play Park MTX, certain benefits and attractions may not be available at some Play Park MTX, and you may be required to pay a fee to visit other Play Park MTX where you did not purchase your Annual Pass. Some Annual Pass benefits may be available on a first come, first served basis with limited supplies and capacity. Annual Pass benefits may not be available at some Play Park MTX due to closure of the Park for any reason including, but not limited to, private or special events, Park capacity and attendance, unavailability of food, beverages, or merchandise, or other circumstances. Annual Passes are not valid for special events, including, but not limited to, teen night, summer camps, parent’s night out, private events, fitness classes, or birthday parties, unless specifically included in your Annual Pass benefits. Your Annual Pass is for personal use only and are nontransferable, may not be combined with any other offer or promotion, and may not be used to obtain or purchase items or services with the intent to resell such items or services. You must present proof of membership, as Play Park MTX shall determine in its sole discretion, to receive any applicable membership benefits and discounts. At our sole discretion, we may change any term or condition of this Agreement or the features, services, and/or benefits provided under this Agreement. We will notify you at least 30 days in advance of any such change becoming effective at the email or other address you provide in this Agreement or any updated address you subsequently provide to us in writing.

2. **Payment Authorization.** **BY ENTERING INTO THIS AGREEMENT, YOU AUTHORIZE US TO CHARGE THE CARD YOU HAVE SPECIFIED (YOUR "CARD") FOR THE ANNUAL COST OF THE ANNUAL PASS, TRANSACTION FEE, AND APPLICABLE TAXES ON THE DAY YOU AGREE TO THIS AGREEMENT.**

3. **Annual Pass Valid Dates.** Your Annual Pass is valid from the time it is purchased until the date that is 365 consecutive days later. Notwithstanding anything to the contrary contained in the foregoing. In the event of any conflict regarding the expiration date of an Annual Pass, the expiration date provided in the online portal shall control. Annual Passes can be used up to and including the 'valid until' date provided in connection with a particular Annual Pass.

4. **Cancellation, Suspension, and Termination.**

(a) **Cancellation.** **You may not cancel, terminate, or pause your Annual Pass during the Term.**

(b) **Suspension.** Play Park MTX may suspend your Annual Pass if any Annual Pass holder under this Agreement is suspected of violating any provision of this Agreement, any of the terms and conditions, any other rules, regulations, or policies of Play Park MTX, or is suspected of fighting or rowdy behavior in any Play Park MTX or allowing someone else to use the Annual Pass. Play Park MTX may suspend any or all of the Annual Passes under this Agreement and deny all pass holders under this Agreement access to any Play Park MTX while the alleged violation is investigated. Upon conclusion of Play Date MTX's investigation and depending upon the findings of such investigation, Play Park MTX, in its sole discretion, may either reinstate the suspended or terminate the Annual Pass. Play Park MTX will notify you if your Annual Pass is suspended in writing at the email or other address you provide in this Agreement or any updated address you subsequently provide to us in writing.

(c) **Termination.** We reserve the right to terminate your Annual Pass at any time for any reason not prohibited by law. If your Annual Pass is terminated, Play Park MTX will notify you in writing at the email or other address you provide in this Agreement or any updated address you subsequently provide to us in writing. When an Annual Pass is terminated, the affected pass(es) will be deactivated permanently and the affected pass holder(s) will no longer be eligible to receive any of the benefits. Reasons for termination include, without limitation, the following circumstances: (1) If you use your Annual Pass for commercial purposes, or engage in activity that Play Park MTX, in its sole discretion, deems improper, including without limitation, allowing someone else to use your Annual Pass, fighting or rowdy behavior in any Play Park MTX, or if Play Park MTX determines that you or any Annual Pass holder under this Agreement violated any provision of this Agreement, any of the terms and conditions or any other rules, regulations, or policies of Play Park MTX; or (2) if Play Park MTX, in its absolute and sole discretion, for any reason elects to terminate your Annual Pass.

5. **Common Terms.**

6. **Assumption of Risk, Release, Waiver of Liability, and Indemnity.** **You understand and agree that there is a risk of injury associated with use of Play Park MTX . In recognition of the possible dangers connected with the use of Play Park MTX , you understand, acknowledge, agree, and hereby voluntarily accept all risk and responsibility associated with the services provided and use of any of the facilities at any Play Park MTX. You acknowledge that it is your responsibility to disclose any medical condition or medication that could limit or prevent you from the use of any of the facilities or attractions at any Play Park MTX. You acknowledge that we may, but are not obligated to, require you to provide written physician approval before you may use the facilities or attractions at any Play Park MTX. You hereby waive all claims, assume all liability, and release, hold harmless, indemnify, agree not to commence any legal action, lawsuit, or arbitration and to defend us, any Play Park MTX you may visit, and any of our or their respective owners, affiliates, successors, assigns, agents, representatives, and employees from liability for any injury, claim, cause of action,**

suit, demand, and damages (including, without limitation, personal, bodily, or mental injury, property damage or loss, property theft, economic loss, and special, indirect, consequential, incidental, and punitive damages), arising from or related to (1) your failure to disclose any pre-existing conditions, limitations, or sensitivities; (2) your presence on the premises of any Play Park MTX ; (3) your use of any equipment, attraction, or facility at any Play Park MTX ; (4) the consumption of alcohol by any guest or member at any Play Park MTX; (5) any member's breach of this Membership Agreement; (6) any and all claims resulting from or relating to any insufficiency of member's legal capacity or authority to execute this Membership Agreement for or on behalf of a child member; and/or (7) any negligence on our part (including our employees, agents, representatives, and those of any owner of any Play Park MTX you may visit). You further expressly agree that this Assumption of Risk, Release, Waiver of Liability, and Indemnification is intended to be as broad and inclusive as permitted by law, that you are aware of Section 1542 of the California Civil Code, and that you expressly agree to waive the protections, rights, and benefits you may have under Section 1542 relating to this Assumption of Risk, Release, Waiver of Liability, and Indemnification. Section 1542 states: "A general release does not extend to claims THAT the creditor OR RELEASING PARTY does not know or suspect to exist in his or her favor at the time of executing the release AND THAT, if known by him or her, would have materially affected his or her settlement with the debtor or released party." You expressly agree that if any portion of this Assumption of Risk, Release, Waiver of Liability, and Indemnification is held invalid, the balance shall be valid and continue in full legal force and effect. These provisions are binding on you, your estate, family, all members and guests under this Membership Agreement, heirs, administrators, personal representatives, successors, and assigns.

3. **Binding Individual Arbitration and Class Action Waiver.** Any disputes arising out of or relating to this Membership Agreement or your use of any of the facilities at any Play Date MTX (collectively defined as "Disputes") shall be governed by Texas law regardless of your country or state of origin or the location where you purchase your membership or the location of any Play Park MTX you visit, and notwithstanding any conflicts of law principles. **ANY DISPUTES SHALL BE RESOLVED BY FINAL AND BINDING INDIVIDUAL ARBITRATION, RATHER THAN IN COURT, AND WITHOUT A JURY.** To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to Play Park MTX, Attn: General Counsel, at 650 US HWY 287, STE 180, Mansfield, TX 76063. If you and Play Park MTX do not reach an agreement to resolve the dispute within 30 days after the letter is received, either party may commence an arbitration proceeding. The arbitration will be conducted by the American Arbitration Association (AAA) under its Commercial Arbitration Rules and Mediation Procedures rules in effect at the time the arbitration demand is filed (available at www.adr.org). The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. Except as may be required by law, neither you nor an arbitrator may disclose the existence, content, or results of any arbitration under this section without the prior written consent of all parties. The decision of the arbitrator will be final and binding on all parties to the dispute; however, the arbitrator is bound by the terms of this Membership Agreement and the parties' delegation of authority to the arbitrator under this Membership Agreement. The arbitrator will have no authority or power to: (a) stay the effectiveness of any pending termination of this Membership Agreement; (b) assess punitive or exemplary damages; or (c) make any award that extends, modifies, or suspends any lawful term of this Membership Agreement. The arbitrator must also follow the applicable law and may not disregard the law based on principles of justice or equity that are not a specific part of the applicable law. Jurisdictional and arbitrability disputes, including disputes

over the formation, existence, validity, interpretation, or scope of this Membership Agreement and this Arbitration and Class Action Waiver provision, and who are proper parties to the Arbitration, shall be submitted to and exclusively decided by the Arbitrator. A judgment may be entered upon the arbitration award in any federal or state court having jurisdiction and enforced in accordance with the Federal Arbitration Act and applicable rules of arbitration provided the confidentiality obligations under this Membership Agreement are not violated. Reasonable Arbitration costs and documented attorneys' fees and costs of both parties shall be borne by the party that ultimately loses. You may choose to have the arbitration conducted in the county in which you purchased your membership or at another mutually-agreed location. We each agree that any dispute resolution proceeding shall be conducted only on an individual basis and not in a class, consolidated, or representative action. Neither you, we, nor any other person may pursue a Dispute in arbitration as a class action, private attorney general action, or other representative action, nor may any Dispute be pursued on your behalf in any litigation in any court. Unless you are a resident of California or Georgia or entered this Membership Agreement in California or Georgia, you and we waive any right to a jury trial if a Dispute proceeds in court rather than in arbitration for any reason. **YOU MAY OPT OUT OF BINDING ARBITRATION AND THIS CLASS ACTION AND JURY TRIAL WAIVER BY NOTIFYING US IN WRITING WITHIN 30 DAYS OF SIGNING THIS MEMBERSHIP AGREEMENT UNLESS A LONGER PERIOD IS REQUIRED BY LAW.** Your written notification electing to opt out of binding arbitration and this class action and jury waiver must be emailed to playparkmtx@gmail.com or mailed or hand-delivered to Play Park MTX Attn: General Counsel, at 650 US HWY 287, STE 180, Mansfield, TX 76063 within 30 days of the date you enter this Membership Agreement and must include your name, your address, and a clear statement that you do not wish to resolve Disputes through arbitration. This Arbitration and Class Action Waiver provision and waiver of jury trial shall survive expiration or termination of this Agreement.

4. **Limitation of Actions and Remedies.** Any Dispute must be initiated within two years and one day of the date the Dispute accrues. If a dispute is not initiated within two years and one day of the date the Dispute accrues, you and we waive all such Disputes and claims arising out of or related to any such Dispute or this Membership Agreement against each other. **IN NO EVENT SHALL ANY AWARD RELATED TO ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATED TO ANY SUCH DISPUTE OR THIS MEMBERSHIP AGREEMENT EXCEED THE TOTAL OF MEMBERSHIP FEES PAID BY YOU OVER THE 12 MONTHS IMMEDIATELY PRECEDING THE INITIATION OF ANY ARBITRATION OR OTHER LEGAL PROCEEDING ALLOWED BY THIS MEMBERSHIP AGREEMENT. YOU AND WE EXPRESSLY AGREE TO WAIVE THE REMEDY OF RESCISSION WITH RESPECT TO ANY DISPUTE OR ANY CLAIM ARISING OUT OF OR RELATED TO ANY SUCH DISPUTE OR THIS MEMBERSHIP AGREEMENT.**

5. **Communications and Authorization for Phone Calls and Text Messages.** By providing your phone number during the membership enrollment process and signing this Membership Agreement, you consent to and authorize Play Park MTX, any Play Park MTX, and our or their owners or agents to call or send you text messages to the number you provide regarding (1) account balances or transactions, and (2) Play Date MTX promotions or advertising. You acknowledge that these calls or text messages may be sent via auto dialer and that standard message and data rates may apply. You are not required to authorize calls or text messages to become a member or to enter this Membership Agreement, and you may opt-out at any time by request if called or by replying "STOP" in response to a message. You further agree that Play Park MTX, any Play Park MTX, or our or their owners or agents may contact you via mail or email for any purpose and that any debt collection agency or attorney hired by Play Park MTX may contact you by phone, text message, mail, or email in an effort to recover any unpaid amount due to Play Park MTX under this Membership Agreement.

Further, you agree that you will send any legal notice or other notice or information that you are required by law to provide or deliver to Play Park MTX by email to playparkmtx@gmail.com or by mail or hand-delivery to the following address: Play Park MTX, Attn: Membership Support, 650 US HWY 287, STE 180, Mansfield, TX 76063

6. **Use of Personal Information, Image, Likeness, and/or Voice.** Play Park MTX will take, and you agree to the taking and Play Date MTX's storage and use of, an image of each member under this Membership Agreement for purposes of member identification for the Play Park MTX membership program. Play Park MTX will retain such image in its computerized membership system. Play Park MTX also may photograph, record on audio or video, or otherwise record your presence or use of any Play Park MTX. In exchange for your use of any Play Park MTX, you understand, acknowledge, and agree that you may be photographed, recorded on audio or video, or otherwise recorded while at any Play Park MTX and hereby agree and consent for all purposes to the sale, reproduction, or use in any manner of any such photograph, audio, video, or other recording or depiction of your likeness and/or voice whatsoever by us, any Play Park MTX, and any nominee or designee of us or them, including without limitation any agency, client, periodical or other publication, in all forms of media, whether now or hereafter devised, throughout the world and in perpetuity, and in all manners, including without limitation advertising, trade, display, editorial, art, and exhibition. You further understand and agree that any such photograph, audio, video, or other recording or depiction of your likeness and/or voice may be modified, altered, cropped, and combined with other content such as images, video, audio, text, and graphics, and hereby waive any right that you may have to inspect or approve any finished image, video, or audio containing a depiction of your likeness or voice. You further agree that Play Park MTX and/or any Play Park MTX you may visit or owner thereof may use any information gathered in this form or through your use of any Play Park MTX, provided the information does not personally identify you or provide facts that could lead to your identification, for any purpose, including without limitation research, product and program improvements, and statistical purposes. You agree to hold harmless and indemnify Play Park MTX you may visit or owner thereof from and against any and all liability, damage, loss, and/or claims of any kind or nature whatsoever, including, without limitation, any and all claims and demands relating to libel, invasion of privacy, and violation of publicity rights.
7. **Transferability.** Play Park MTX may transfer this Membership Agreement at any time and without notifying you, but you agree that you may not sell your membership or transfer this Membership Agreement at any time.
8. **Entire Agreement.** You acknowledge and agree that this Membership Agreement and the incorporated Play Park MTX Privacy Policy, E-Sign Disclosure and Agreement, and Terms of Use as amended and modified constitute the entire agreement and supersede any prior agreement or representations made between you and Play Park MTX, either written or oral, and may only be modified in writing. This Membership Agreement shall inure to the benefit of and be binding upon the parties hereto, the members under this Membership Agreement, and their respective heirs, executors, administrators, successors, and assigns. Except as expressly provided herein, you warrant that you are not relying on, and that neither Play Park MTX nor its employees, agents, representatives, or franchisees have made and specifically negate and disclaim, any representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, either express or implied, oral or written, past, present, or future, of, as to, or concerning or with respect to this Membership Agreement.
9. **Severability.** If any part of this Membership Agreement shall be held invalid (other than the Arbitration and Class Action Waiver provision above), that part shall be deemed excluded from this Membership Agreement and the remainder of the Membership Agreement shall remain in full force and effect. If the Arbitration and Class Action Waiver is held invalid by an

Arbitrator, you and we agree that any Dispute will be decided by a court rather than by arbitration.

10. **Waiver.** The terms and conditions contained herein may be waived only by written instrument executed by the party waiving compliance. Any such waiver shall only be effective in the specific instance and for the specific purpose for which it is given and shall not be deemed a waiver of any other provision. Play Park MTX may delay enforcement of any of the provisions of this Membership Agreement, including your promise to make timely payments, without waiving or losing its right to enforce the same or any other provision later