

Membership Agreement

Play Date MTX LLC

Doing Business as (DBA) Play Park MTX

IMPORTANT NOTICE: THIS 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.

1. Definitions and Agreement Scope

1.1. The terms “you” and “your” refer to the individual entering into this Membership and Annual Pass Agreement (“Agreement”) to purchase either a Play Park MTX membership or Annual Pass, any person providing payment for the fees described herein, and any minor for whom a parent or legal guardian executes this Agreement.

1.2. The terms “Play Park MTX,” “we,” “our,” and “us” refer to **Play Date MTX d/b/a Play Park MTX**. This Agreement constitutes a binding contract between you and Play Park MTX.

1.3. By entering into this Agreement, you also agree to Play Park MTX’s **Privacy Policy, E-Sign Disclosure and Agreement**, and **Terms of Use**, each of which is incorporated herein by reference. The Privacy Policy governs Play Park MTX’s collection, use, and disclosure of personal information and is available at www.playparkmtx.com. The E-Sign Disclosure and Agreement governs your consent to conduct this transaction electronically and to receive documents electronically, also available at www.playparkmtx.com. The Terms of Use govern your access to and use of Play Park MTX websites, including but not limited to www.playparkmtx.com.

2. Membership Term and Renewal

2.1. All monthly memberships require a **minimum commitment period of six (6) consecutive months** beginning on the date the membership is activated (the “Initial Term”). During the Initial Term, the membership **may not be cancelled**, except as otherwise expressly permitted under this Agreement.

2.2. At the conclusion of the Initial Term, the membership will **automatically renew on a month-to-month basis** and will continue until terminated by either party in accordance with the cancellation provisions set forth in this Agreement.

2.3. If you add an additional member to your Membership Account during the Initial Term, the Initial Term applicable to that additional member shall begin on the date such member is added and shall continue for **six (6) months** from that date. Thereafter, that member's participation in the Membership Account will renew automatically on a month-to-month basis unless terminated in accordance with this Agreement.

2.4. Monthly Membership Rule: All monthly memberships require a minimum commitment of six (6) consecutive months (the "Minimum Term"). Monthly membership fees will be billed automatically on a monthly basis in accordance with the Recurring Payment Authorization set forth in this Agreement. Members remain responsible for payment of all monthly fees for the entire Minimum Term, regardless of usage or access to Play Park MTX facilities, except as expressly provided under the Early Cancellation provisions of this Agreement.

3. Membership Benefits

3.1. Membership benefits are limited to the Play Park MTX location where your Membership was purchased and may be subject to availability, capacity limits, or other operational restrictions. Certain benefits may operate on a **first-come, first-served** basis.

3.2. Membership benefits may be unavailable during park closures for private or special events, limited attendance, or the unavailability of food, beverages, or merchandise. 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.

3.3. Memberships, membership benefits, and member discounts are strictly for personal use, **non-transferable**, and may not be combined with other offers or used for resale. Members must present proof of Membership, as determined at Play Park MTX's sole discretion, to access Membership benefits and discounts.

3.4. Play Park MTX reserves the right, at its sole discretion, to modify the terms of this Agreement, or to change the features, services, and benefits provided. Members will receive at least thirty (30) days' notice of any such changes via the email or mailing address provided in this Agreement or updated in writing.

4. Recurring Payment Authorization

4.1 **Authorization to Charge Card.** By agreeing to this Membership Agreement, you authorize Play Date MTX d/b/a Play Park MTX ("Play Park MTX") to automatically charge the payment method you designate (your "Card") as follows:

(a) For the first recurring monthly Membership payment, plus applicable transaction fees and taxes, on the date you execute this Membership Agreement;

(b) On or about the same day of each subsequent month for monthly Membership fees, plus applicable taxes, until either you cancel or Play Park MTX terminates your Membership in accordance with this Agreement;

(c) In lieu of presenting your Card for payment of any goods, services, or charges incurred under this Agreement; and

(d) For all additional fees and charges incurred under this Agreement, including but not limited to applicable taxes, government-imposed fees, and any deactivation fees.

4.2 Payment Process and Responsibility. During the membership registration process at www.playparkmtx.com, you must designate a valid and available payment method to cover amounts owed under this Agreement. Play Park MTX will charge your Card on or about the same day of each month (e.g., if your Membership begins on the 10th, your Card will be charged on or about the 10th of each subsequent month). All amounts owed are due and payable on the date your Card is charged (or attempted to be charged).

4.3 Accuracy of Information. You agree to provide accurate, complete, and current information, including your name, address, telephone number, and payment details. You must promptly notify Play Park MTX of any changes to your information, including changes to your designated payment method. You may update your Card or view the amount owed and the scheduled charge date through the Play Park MTX payment portal.

4.4 Changes to Membership Fees. You acknowledge and agree that Play Park MTX may change the amount of recurring monthly Membership fees after your six (06) month Initial Term, provided you receive written notice at least thirty (30) days prior to the effective date of such change. Sales taxes and other government-imposed fees are not part of your monthly Membership fee and may be added or adjusted at any time as required by law.

4.5 Payment Obligations and Insufficient Funds. You are responsible for timely payment of all monthly Membership fees and other amounts due under this Agreement. If Play Park MTX is unable to obtain payment on the first attempt, it may attempt to charge your Card repeatedly until payment is received in full. You are responsible for ensuring your Card remains valid and has sufficient funds. If payment cannot be processed due to insufficient funds or an invalid Card, you must provide an alternative acceptable payment method.

4.6 Suspension of Membership. 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. During suspension, access to all Play Park MTX locations and Membership benefits may be denied until payment in full is received.

4.7 Termination for Nonpayment. If a payment is not completed or reversed and remains due for more than thirty (30) days, your Membership may be terminated. If your Membership is terminated for nonpayment during your six (06) month Initial Term, all remaining monthly payments under the Initial Term shall become immediately due and payable. For example, if

termination occurs in the tenth month of your Initial Term, the remaining two months of payments shall be due immediately.

4.8 No Refunds. Failure to use your Membership or access Membership benefits does not relieve you of your payment obligations. Regardless of usage, no refunds will be provided except as expressly stated in this Agreement.

5. Membership Cancellation

General Cancellation. You may not cancel your Membership during the six (06) month Initial Term except as specifically provided in this Agreement. After the Initial Term, you may cancel your Membership at any time by submitting a written request via email to info@playparkmtx.com. Memberships may only be cancelled in accordance with this section. Your cancellation request will become effective ten (10) days after receipt. Any payments due under this Agreement prior to the cancellation effective date will be charged as scheduled.

Advance Notice for Cancellation. Members must submit any cancellation request at least ten (10) days prior to the next scheduled billing cycle. Cancellation requests submitted fewer than ten (10) days before the next billing cycle will not prevent the automatic charge for that cycle, and the member shall remain responsible for payment of the full amount due for the upcoming billing period. Cancellation requests must be submitted in accordance with the methods described in Section 5.4 of this Agreement.

Early Cancellation – Limited Circumstances

Permitted Early Cancellation. Notwithstanding any other provision of this Agreement, Members may request early cancellation of their Membership during the Six month Initial Term only for the following limited circumstances:

- 1. Relocation Outside Service Area:** Permanent relocation of the Member's primary residence more than fifty (50) miles from any Play Park MTX location. Members requesting cancellation due to relocation must provide verifiable proof of the new residence, which may include, without limitation, a recent utility bill, lease agreement, or similar official documentation.
- 2. Death of Member:** Early cancellation may be requested in the event of the Member's death. Proof of death must be provided, such as a death certificate.
- 3. Medical Impairment:** Early cancellation may be requested due to a medical condition or physical impairment that prevents the Member from using the Membership benefits. A licensed physician must provide written certification verifying the impairment, which is sufficient to support cancellation.

Effect of Early Cancellation. Except as provided above, no early cancellation is permitted. Members who cancel for reasons other than relocation, death, or medical impairment remain responsible for all remaining payments under the Membership term. Early cancellation requests must be submitted in writing via email to info@playparkmtx.com, by mail, or by hand-delivery to: Play Park MTX, Attn: Membership Support, 650 US HWY 287, STE 180, Mansfield, TX 76063.

6. Membership Suspension

6.1 Suspension for Nonpayment. Play Park MTX may suspend any or all Memberships under this Agreement if it is unable to successfully charge your Card for monthly Membership payments or other amounts due. If payment is not made by alternative means, all Membership passes under this Agreement shall be deactivated, and access to Membership benefits shall be suspended. A suspended Membership will be immediately reinstated if all amounts due, including any applicable Deactivation Fees, are paid prior to the next scheduled payment.

6.2 Suspension for Conduct Violations. Play Park MTX may suspend any or all Memberships if a member is suspected of violating any provision of this Agreement, including membership terms, rules, regulations, or policies of Play Park MTX, or is suspected of fighting, rowdy behavior, or allowing another person to use the Membership. During such suspension, all affected members may be denied access to Play Park MTX until the investigation concludes. Following the investigation, Play Park MTX, in its sole discretion, may reinstate the suspended Memberships or terminate them immediately. If reinstated, monthly payments will continue as scheduled, and the end date of the Initial or Renewal Term will not be altered.

6.3 Notification of Suspension. Play Park MTX will provide written notice of any suspension to the email or other address provided in this Agreement, or any updated address subsequently provided.

6.4 Deactivation Fees. You agree to pay a Deactivation Fee of ten dollars (\$10.00) per Membership for each suspension resulting from nonpayment or confirmed violations of this Agreement, membership terms, rules, or policies, including allowing another person to use your Membership. This fee is intended to defray administrative costs incurred by Play Park MTX in connection with Membership suspension.

6.5 Ongoing Payment Obligations During Suspension. During any suspension for nonpayment, Play Park MTX will continue efforts to collect all amounts due under this Agreement. All payments, including monthly Membership fees for suspended Memberships, shall continue to accrue.

6.6 Termination Rights. Play Park MTX reserves the right to terminate this Agreement for failure to pay amounts owed, confirmed violations of this Agreement or Membership policies, or if you allow another person to use your Membership. Upon termination, you shall remain responsible for any remaining balance due for the remainder of the Membership term.

7. Membership Termination

7.1 General Termination Rights. Play Park MTX reserves 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 balances, including any unpaid monthly Membership fees. If your Membership is terminated, Play Park MTX will provide written notice to the email or other address provided in this Agreement or any updated address subsequently provided. Upon

termination, the affected Membership pass(es) will be deactivated permanently, and the affected member(s) will no longer be eligible to receive any Membership benefits.

7.2 Reasons for Termination. Termination may occur under, but is not limited to, the following circumstances:

(a) Failure to pay monthly Membership payments or other amounts owed for more than thirty (30) days.

(b) Use of the Membership for commercial purposes or engagement in any activity that Play Park MTX, in its sole discretion, deems improper, including without limitation allowing another person to use the Membership, fighting, rowdy behavior, or violation of any provision of this Agreement, the membership terms and conditions, or other Play Park MTX rules, regulations, or policies.

(c) Termination at Play Park MTX's absolute and sole discretion for any reason not prohibited by law.

7.3 Effect of Termination. If Play Park MTX elects to terminate your Membership, any amounts owed under this Agreement, including remaining monthly payments for the Six (06) month Initial Term, shall become immediately due and payable. For example, if your Membership is terminated in the tenth month of the Initial Term, the remaining two monthly payments will become due immediately. Play Park MTX may charge any such amounts to the Card on file on the effective date of termination.

8. Annual Pass

8.1 Annual Pass Purchase. By entering into this Agreement, you are purchasing an Annual Pass valid for six (06) months from the date of purchase (the "Term"). The fee paid for the Annual Pass is non-refundable under all circumstances.

8.2 Annual Pass Benefits. During the Term, Annual Pass benefits may only be used at the Play Park MTX location where the Annual Pass was purchased. Regular admission fees may apply at other Play Park MTX locations. If benefits are later permitted at other locations, Play Park MTX will provide written notice. Attractions, offerings, and pricing may vary between locations, certain benefits may not be available, and fees may apply for visiting other locations.

Some Annual Pass benefits may be available on a first-come, first-served basis with limited capacity. Benefits may not be available due to Park closure, private or special events, Park capacity limitations, or other circumstances. Annual Passes are not valid for special events, including, without limitation, teen nights, summer camps, parent's night out, private events, fitness classes, or birthday parties, unless specifically included in your Annual Pass.

Annual Passes are for personal use only, nontransferable, may not be combined with other offers or promotions, and may not be used for resale purposes. Proof of Annual Pass purchase may be required at the discretion of Play Park MTX to access benefits or discounts.

Play Park MTX may, at its sole discretion, change any term, condition, feature, service, or benefit of the Annual Pass. Written notice of such changes will be provided at least thirty (30) days in advance to the email or other address provided in this Agreement or any updated address subsequently provided.

8.3 Payment Authorization. By entering into this Agreement, you authorize Play Park MTX to charge the Card specified (your “Card”) for the Annual Pass fee, applicable transaction fees, and taxes on the date you agree to this Agreement.

8.4 Annual Pass Validity. Your Annual Pass is valid from the purchase date until 365 consecutive days thereafter. In the event of any conflict regarding the expiration date, the expiration date reflected in the online portal shall control. The Annual Pass may be used up to and including the “valid until” date provided at the time of purchase.

9. Cancellation, Suspension, and Termination of Annual Pass

9.1 Cancellation. You may not cancel, terminate, or pause your Annual Pass during the Term. All Annual Pass purchases are non-refundable except as otherwise expressly provided in this Agreement.

9.2 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, the terms and conditions, or any other rules, regulations, or policies of Play Park MTX, or if an Annual Pass holder is suspected of fighting, rowdy behavior, or allowing someone else to use the Annual Pass. During any suspension, Play Park MTX may deny all pass holders under this Agreement access to any Play Park MTX while the alleged violation is investigated. Upon conclusion of the investigation, and depending on the findings, Play Park MTX may, in its sole discretion, either reinstate the suspended Annual Pass or terminate it. Play Park MTX will provide written notice of any suspension to the email or other address provided in this Agreement or any updated address subsequently provided.

9.3 Termination. Play Park MTX reserves the right to terminate your Annual Pass at any time for any reason not prohibited by law. If an Annual Pass is terminated, written notice will be provided to the email or other address provided in this Agreement or any updated address subsequently provided. Upon termination, the affected Annual Pass(es) will be permanently deactivated, and the holder(s) will no longer be eligible for any Annual Pass benefits. Termination may occur for, without limitation, the following reasons:

(a) Use of the Annual Pass for commercial purposes or engagement in any activity deemed improper by Play Park MTX, including but not limited to allowing another person to use the Annual Pass, fighting, rowdy behavior, or violation of any provision of this Agreement, terms and conditions, or any Play Park MTX policies.

(b) Termination at the sole discretion of Play Park MTX for any reason not prohibited by law.

10. Common Terms

(Reserved for general terms applicable to both Membership and Annual Pass agreements, including notice provisions, governing law, arbitration, and dispute resolution, as outlined in prior sections.)

11. Assumption of Risk, Release, Waiver of Liability, and Indemnity

11.1 Assumption of Risk. You acknowledge and agree that there is an inherent risk of injury associated with the use of Play Park MTX facilities. By entering into this Agreement, you voluntarily assume all risk and responsibility associated with the use of any services, facilities, or attractions at any Play Park MTX. You acknowledge that it is your responsibility to disclose any medical condition or medication that may limit or prevent your use of the facilities or attractions. Play Park MTX may, but is not obligated to, require written physician approval prior to your use of any facilities or attractions.

11.2 Release and Waiver of Liability. You hereby release, hold harmless, indemnify, and agree not to commence any legal action, lawsuit, or arbitration against Play Park MTX, its owners, affiliates, successors, assigns, agents, representatives, and employees for any claims, injuries, or damages (including personal, bodily, or mental injury, property damage or loss, theft, economic loss, and special, indirect, consequential, incidental, or punitive damages) arising from or related to:

- (a) Failure to disclose pre-existing conditions, limitations, or sensitivities;
- (b) Your presence on the premises of any Play Park MTX;
- (c) Your use of any equipment, attraction, or facility;
- (d) Alcohol consumption by any guest or member at any Play Park MTX;
- (e) Breach of this Agreement by any member;
- (f) Insufficiency of legal capacity or authority to execute this Agreement on behalf of a child member; or
- (g) Negligence by Play Park MTX, its employees, agents, representatives, or owners.

11.3 California Civil Code Section 1542. You expressly waive any rights or benefits under Section 1542 of the California Civil Code, which provides:

“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, would have materially affected the settlement.”

11.4 Severability. If any portion of this Assumption of Risk, Release, Waiver of Liability, and Indemnity is held invalid or unenforceable, the remainder shall remain in full force and effect. These provisions are binding on you, your estate, family, members and guests, heirs, administrators, personal representatives, successors, and assigns.

12. Binding Individual Arbitration and Class Action Waiver

12.1 Governing Law and Scope. Any disputes arising out of or relating to this Membership Agreement or your use of any Play Park MTX facilities (collectively, “Disputes”) shall be governed by the laws of the State of Texas, without regard to conflicts of law principles, regardless of your state or country of residence or the location of the Play Park MTX you visit.

12.2 Arbitration Requirement. ALL DISPUTES SHALL BE RESOLVED BY FINAL AND BINDING INDIVIDUAL ARBITRATION, RATHER THAN IN COURT, AND WITHOUT A JURY. To initiate arbitration, you must send a written letter describing your claim to Play Park MTX, Attn: General Counsel, 650 US HWY 287, STE 180, Mansfield, TX 76063. If the parties do not resolve the dispute within 30 days of receipt, either party may commence arbitration under the American Arbitration Association (AAA) Commercial Arbitration Rules and Mediation Procedures in effect at the time of filing (available at www.adr.org).

12.3 Arbitrator Authority. The arbitrator may award relief only in favor of the individual seeking relief and only to the extent necessary to resolve that individual claim. The arbitrator may not:

- (a) stay the effectiveness of any pending termination of this Membership Agreement;
- (b) award punitive or exemplary damages; or
- (c) extend, modify, or suspend any lawful term of this Membership Agreement.

The arbitrator must follow applicable law and may not disregard it based on principles of justice or equity not part of the law. Jurisdictional and arbitrability disputes, including disputes over the formation, validity, interpretation, or scope of this Agreement and this Arbitration and Class Action Waiver provision, shall be submitted to and exclusively decided by the arbitrator. Judgment on the arbitration award may be entered in any federal or state court with jurisdiction, and enforced consistent with the Federal Arbitration Act, while maintaining the confidentiality obligations herein.

12.4 Costs and Location. Reasonable arbitration costs, including documented attorney’s fees and costs, shall be borne by the party that ultimately loses. You may elect to have arbitration conducted in the county where you purchased your membership or another mutually agreed-upon location.

12.5 Class Action Waiver. All arbitration and dispute resolution proceedings shall be conducted solely on an individual basis. You, Play Park MTX, and any other person are prohibited from pursuing any Dispute as a class, consolidated, representative, or private attorney general action.

12.6 Jury Trial Waiver. Unless you are a resident of or entered into this Agreement in California or Georgia, you and Play Park MTX waive any right to a jury trial if a Dispute proceeds in court rather than arbitration.

12.7 Opt-Out Right. You may opt out of this binding arbitration, class action, and jury trial waiver by providing written notice within 30 days of signing this Agreement (or longer if

required by law). Notices must be emailed to info@playparkmtx.com or mailed/hand-delivered to Play Park MTX, Attn: General Counsel, 650 US HWY 287, STE 180, Mansfield, TX 76063, and must include your name, address, and a clear statement that you do not wish to resolve Disputes through arbitration. This provision survives termination or expiration of the Agreement.

13. Limitation of Actions and Remedies

13.1 Time to Initiate Disputes. Any Dispute must be initiated within two years and one day from the date the Dispute accrues. Failure to do so constitutes a waiver of all rights and claims related to that Dispute.

13.2 Limitation on Remedies. In no event shall any award related to any Dispute or claim arising under this Agreement exceed the total membership fees paid by you during the six (06) months immediately preceding the initiation of arbitration or any other permitted legal proceeding. You and Play Park MTX expressly waive the remedy of rescission for any such Dispute or claim.

14. Communications and Authorization for Phone Calls and Text Messages

14.1 Consent to Contact. By providing your phone number and signing this Agreement, you consent to receive calls or text messages regarding:

- (a) Account balances or transactions; and
- (b) Promotions or advertising from Play Park MTX or its affiliates.

You acknowledge that calls or messages may be sent via automated technology and that standard message/data rates may apply. Consent is not required to purchase a membership, and you may opt-out at any time by request or replying "STOP" to a text message.

14.2 Other Communications. You consent to contact by mail or email for any purpose, and acknowledge that debt collection agencies or attorneys retained by Play Park MTX may contact you by phone, text, mail, or email to collect any amounts owed.

14.3 Legal Notices. Any legal notice or other notice you are required to provide must be sent via email to info@playparkmtx.com or by mail/hand-delivery to: Play Park MTX, Attn: Membership Support, 650 US HWY 287, STE 180, Mansfield, TX 76063.

15. Use of Personal Information, Image, Likeness, and Voice

15.1 Member Identification. Play Park MTX may take and store an image of each member for purposes of identification within the Play Park MTX membership program. Such images will be retained in Play Park MTX's computerized membership system.

15.2 Consent to Recordings. You acknowledge and agree that Play Park MTX may photograph, record on audio or video, or otherwise record your presence or use of any Play Park MTX. By using any Play Park MTX, you consent to the sale, reproduction, or use of any such photograph, audio, video, or other recording of your likeness and/or voice by Play Park MTX, any Play Park MTX, or any nominee or designee of either, including, without limitation, any agency, client, periodical, or other publication, worldwide and in perpetuity, in all media, whether now known or hereafter developed, for any purpose including, but not limited to, advertising, trade, display, editorial, art, or exhibition.

15.3 Modification and Waiver of Approval. You further agree that any such recordings may be modified, altered, cropped, or combined with other content including images, video, audio, text, and graphics. You waive any right to inspect or approve any finished image, video, or audio containing your likeness or voice.

15.4 Use of Information. Play Park MTX may use information collected through this Agreement or your use of any Play Park MTX, provided it does not personally identify you, for research, product or program improvements, and statistical purposes.

15.5 Indemnification. You agree to hold harmless and indemnify Play Park MTX, any Play Park MTX you visit, and any owner thereof from any liability, damage, loss, or claims of any kind, including, without limitation, claims relating to libel, invasion of privacy, or violation of publicity rights.

16. Transferability

16.1 Non-Transferable Membership. You may not sell, assign, or transfer this Membership Agreement. Play Park MTX may transfer this Membership Agreement at any time, without notice.

17. Entire Agreement

17.1 Integration. This Membership Agreement, together with the incorporated Privacy Policy, E-Sign Disclosure and Agreement, and Terms of Use, as amended from time to time, constitutes the entire agreement between you and Play Park MTX and supersedes any prior agreements, representations, or understandings, whether written or oral.

17.2 Modification. This Agreement may be modified only in writing signed by Play Park MTX.

17.3 Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties, all members under this Agreement, and their respective heirs, executors, administrators, successors, and assigns.

17.4 Disclaimer of Representations. Except as expressly set forth herein, you acknowledge that you are not relying on any representations, warranties, promises, covenants, agreements, or

guarantees, whether express or implied, oral or written, made by Play Park MTX or its employees, agents, representatives, or franchisees.

18. Severability

18.1 General Severability. If any provision of this Membership Agreement (other than the Arbitration and Class Action Waiver) is held invalid or unenforceable, that provision shall be deemed excluded, and the remainder of the Agreement shall remain in full force and effect.

18.2 Arbitration Provision. If the Arbitration and Class Action Waiver is held invalid, you and Play Park MTX agree that any Dispute will be resolved in a court of competent jurisdiction rather than by arbitration.

19. Waiver

19.1 Written Waiver Required. Any term or condition of this Agreement may be waived only by a written instrument executed by the party waiving compliance.

19.2 Effect of Waiver. Any waiver shall apply only to the specific instance and purpose for which it is given and shall not constitute a waiver of any other provision. Play Park MTX may delay enforcement of any provision, including your obligation to make timely payments, without forfeiting its right to enforce that or any other provision later.