

SENSORY HAVEN LLC

PARTICIPANT WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND PHOTO CONSENT AGREEMENT

I acknowledge the contagious nature of communicable illnesses, including but not limited to COVID-19, influenza, RSV, and other viral infections, and understand that public health authorities may recommend preventive measures such as hand hygiene, staying home when ill, and social distancing when appropriate.

I acknowledge that Sensory Haven LLC has implemented reasonable measures designed to help reduce the spread of illness within the facility; however, Sensory Haven LLC cannot guarantee that I, my child, or any member of my family will not be exposed to or become infected with any illness while participating in activities or visiting the facility.

I understand that exposure to communicable illnesses may result from the actions, omissions, or negligence of myself, my child, other participants, guests, employees, contractors, volunteers, or other individuals present at Sensory Haven LLC.

By voluntarily participating in activities or entering the premises of Sensory Haven LLC, I knowingly assume the risk of exposure to communicable illnesses and agree to comply with all facility rules, policies, and procedures intended to promote the health and safety of participants and staff.

I attest that:

- Neither I nor my child are currently experiencing symptoms of contagious illness, including but not limited to fever, cough, shortness of breath, vomiting, diarrhea, sore throat, or other symptoms that may indicate illness.
- To the best of my knowledge, neither I nor my child have been advised by a medical professional to isolate due to a contagious condition.
- I agree to refrain from bringing my child to Sensory Haven LLC if they are ill or exhibiting symptoms of illness.

ASSUMPTION OF RISK

I understand that participation in activities at Sensory Haven LLC involves inherent risks that cannot be eliminated regardless of the care taken to avoid injuries.

These risks include, but are not limited to:

- Slips, trips, and falls
- Collisions with equipment, structures, or other participants
- Injuries resulting from climbing, jumping, swinging, crawling, balancing, sliding, or sensory play activities

- Injuries resulting from the use of gross motor equipment, soft play structures, sensory equipment, therapy swings, climbing apparatuses, trampolines, crash pads, zip lines, and other play equipment
- Injuries resulting from participant behavior or actions of others
- Exposure to communicable illnesses

I voluntarily assume all risks associated with participation in activities at Sensory Haven LLC for myself and/or my child.

RELEASE OF LIABILITY

In consideration of being permitted to enter and participate in activities at Sensory Haven LLC, I, on behalf of myself, my child, my heirs, executors, administrators, personal representatives, successors, and assigns, hereby release, waive, discharge, and covenant not to sue Sensory Haven LLC and its owners, members, officers, directors, employees, contractors, volunteers, representatives, agents, landlords, and affiliates from any and all claims, liabilities, demands, damages, costs, expenses, actions, or causes of action arising out of or related to any loss, injury, illness, disability, death, or property damage that may occur as a result of participation in activities or use of the facility, whether caused by negligence or otherwise, to the fullest extent permitted by California law.

INDEMNIFICATION

I agree to indemnify, defend, and hold harmless Sensory Haven LLC and its owners, members, officers, directors, employees, contractors, volunteers, representatives, and agents from any claims, damages, liabilities, costs, or expenses arising from my actions or the actions of my child while participating in activities or using the facility.

PARTICIPANT HEALTH STATEMENT

I certify that I and/or my child are physically capable of participating in activities at Sensory Haven LLC and that no medical condition exists that would make participation unsafe.

I understand that it is my responsibility to consult with an appropriate medical professional regarding participation if I have concerns about my child's physical, developmental, sensory, behavioral, or medical needs.

MEDICAL AUTHORIZATION

In the event of an emergency, I authorize Sensory Haven LLC staff to obtain emergency medical treatment for myself or my child if I cannot be reached immediately.

I understand that I am solely responsible for all medical expenses incurred as a result of treatment provided.

PHOTO AND MEDIA RELEASE

I understand that photographs, video recordings, or digital images may be taken during activities, events, or programs at Sensory Haven LLC.

I grant Sensory Haven LLC permission to use photographs, videos, or recordings of myself and/or my child for promotional, advertising, educational, and marketing purposes, including but not limited to:

- Website content
- Social media platforms
- Printed marketing materials
- Presentations
- Newsletters
- Promotional videos

I understand that no compensation, royalty, or other payment will be provided for such use.

☐ I consent to the use of photographs and videos of myself and/or my child.

☐ I do not consent to the use of photographs and videos of myself and/or my child.

FACILITY RULES AND SUPERVISION

I understand that:

- Parents and guardians remain responsible for supervising their children at all times unless participating in a designated drop-off program specifically offered by Sensory Haven LLC.
- Participants must follow all posted rules and staff instructions.
- Certain equipment may have age, height, or weight restrictions.
- Sensory Haven LLC reserves the right to remove participants who engage in unsafe, aggressive, destructive, or disruptive behavior.

I understand that some activities involve elevated equipment, swings, climbing structures, and gross motor apparatuses that may present increased risk of injury if used improperly.

ACKNOWLEDGEMENT

I understand that this Waiver, Release of Liability, Assumption of Risk, and Photo Consent Agreement is intended to be as broad and inclusive as permitted by the laws of the State of California.

If any provision is held invalid, the remaining provisions shall continue in full force and effect.

I certify that I have carefully read this document and fully understand its contents. I understand that this is a release of liability and a legally binding agreement and that I am signing it freely and voluntarily.

Parent/Guardian Name: _____

Child(ren) Name(s): _____

Parent/Guardian Signature: _____

Date: _____

Emergency Contact Name: _____

Emergency Contact Phone Number: _____

(If participant is under 18 years of age, a parent or legal guardian must sign this agreement.)