



I have carefully read and understand this document and voluntarily agree to be bound by the provisions contained herein.

Signature of Parent, Guardian or Care Giver

Printed Name of Parent, Guardian or Care Giver

Email

Phone

Date

MINOR(s)

<i>FIRST</i>	<i>D.O.B.</i>

(Spaces for additional Minors at bottom of form)

RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I am the parent, legal guardian, or care taker of the Minor(s) listed above. In consideration of being permitted by Kids Play Sensory Gym, LLC (“Kids Play”) to participate in its activities and to use its equipment and facilities, now and in the future, I hereby grant permission to allow Minor to participate in all activities at Kids Play and agree with all of the terms of this Release of Liability, Assumption of Risk, and Indemnity Agreement (“Agreement”).

I agree and agree on behalf of Minor, to assume risks and agree to indemnify, discharge, not sue and release from liability Kids Play, and its agents, owners, directors, members, employees, volunteers, participants, lessors, affiliates, its subsidiaries, related and affiliated entities, successors and assigns (“Releasees”).

I understand, acknowledge, consent and agree to the following:

1. Use of equipment at Kids Play and the activities Minor may engage in at Kids Play carry certain inherent risks which could result in physical, emotional, or mental injury, illness or disease, death or damage to Minor, to property, or to third parties. These risks include but are not limited to: dangers arising from falls; equipment failure; head injuries; broken bones; dangers caused by other participants; and dangers caused by Releasees’ own negligence.
2. I specifically agree to accept and assume all of the risks of my child participating in activities at Kids Play. I understand Minor’s participation in these activities is voluntary, and I elect to have Minor participate in spite of all of the risks, whether known or not.
3. I certify that, to the best of my knowledge, Minor does not have a health condition that would make it inadvisable for Minor to participate in Kids Play activities.
4. If Minor is injured and requires medical assistance, I agree to assume full liability and responsibility for any expenses associated therewith.
5. I consent and agree that the terms of this Agreement shall likewise bind me, my child, my heirs, executors, administrators, legal representatives, assigns and successors in interest (collectively “Successors”).
6. I understand that Kids Play Gym is a facility that is both open to the public and also provides therapeutic services. Any private information is protected under HIPAA and I consent to do my part to protect and uphold confidentiality. If I disclose confidential information in violation of HIPAA, I accept all responsibility and do not hold Kids Play Gym liable.
7. **I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, ASSUME THE RISK OF AND PROMISE TO INDEMNIFY AND NOT TO SUE THE RELEASEES FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE WHICH I OR MY CHILD MAY HAVE OR WHICH MAY HERINAFTER ACCRUE TO ME OR MY CHILD AND FROM ANY AND ALL DAMAGES WHICH MAY BE SUSTAINED BY ME OR MY CHILD DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OR ARISING OUT OF, MY CHILD'S PARTICIPATION IN ACTIVITIES AT KIDS PLAY.**
8. On behalf of myself and my Successors, I agree that Indiana law shall apply to any dispute, claim, and/or lawsuit between myself and any Releasees, and that Indiana law will apply in any lawsuit and/or interpretation of this Agreement. The parties knowingly, voluntarily, and intentionally waive the right to litigate or submit any dispute regarding, subject to, and/or relating to this Agreement to any court or venue outside Monroe County, Indiana, and agree that the courts in Monroe County, Indiana, will have jurisdiction over any dispute.

