

Assumption of Risk, Waiver and Release from Liability

In consideration for being permitted by Matthews Place ("MP") to participate in activities and use MP's equipment and facilities, now and in the future, the undersigned hereby grants permission to allow the children named below to participate in all activities at MP's sensory gym and agree(s) to all terms of this liability waiver.

I understand and acknowledge that the use of the facilities at MP involves risks including, but not limited to the following: any type of bodily injury including but not limited to permanent disability, paralysis, and death. These risks may result from a variety of circumstances including the misuse of equipment or facilities and supervision as well as other children and adults and any other patrons of MP.

I am choosing to use the facilities of MP at my own risk as well as my child(ren's). MP makes no warranties or representations as to the safety of use of facilities and/or participation in any activities at MP. I acknowledge that it is my sole responsibility to supervise my child(ren) while using the facilities at MP and that MP does not offer supervision of children. I assume full responsibility for all risks all activities, including equipment, supplies, and supervision that may arise from using the facilities at MP or from participating in activities at MP and relieve MP from any such responsibility. I understand that I am solely responsible for any medical, health or personal injury costs relating to my use of MP and its facilities.

I understand and acknowledge that the activities the child(ren) are about to voluntarily engage in as a participant bear certain known risks that cannot be eliminated without jeopardizing the essential qualities of the activity. MP has advised me of the proper use and possible hazards of the activities; the child(ren) and I are solely responsible for deciding whether or not to participate or to rely upon any instructions, advice, or information regarding the activities. I am solely responsible for the decision to allow the child(ren) to participate and use MP's structures/equipment.

I certify that, to the best of my knowledge, the child(ren) listed below do not have a health condition that would make it inadvisable to participate in the activities or to use MP's equipment/structures. I acknowledge that I, and any children entrusted to my care, using MP's facilities have the skills, qualifications, physical ability to properly and safely use the facilities at MP, and MP has not performed any type of screening to make that determination and is solely and wholly relying on my representations of those qualifications.

I hereby waive any protections afforded by any statute of law in jurisdiction whose purpose and/or effect is to provide that this waiver is invalid, limited or inapplicable and therefore I am releasing unknown future claims. Notwithstanding the above, if any claim is allowed for any reason, I agree that my sole remedy is to enter into a mutually binding arbitration in Utah where each party shall agree to select an arbitrator of their choosing and they will in turn agree on a neutral in accordance with standard arbitration procedures.

In consideration of not being required to sign a new copy of this liability waiver before each visit, I further agree that this agreement and liability waiver will apply to all future visits of the child(ren) to this MP location for a period of (12) months from the date I have signed this agreement.

By signing below, I also acknowledge that MP is not a licensed daycare facility and is not regulated as such.

I hereby give my consent to MP to photograph, film, videotape and then use, reproduce and publish said images of me and/or the child(ren) listed below. I agree that photographs, films, or videotapes thereof shall constitute the sole property of MP with full right of disposition in any manner whatsoever. I hereby release MP and their legal representatives and assigns from any and all claims whatsoever in connection with the use, reproduction, and/or publication of the images thereof.

I understand that users of MP are expected to be respectful of other participants, staff, facilities, and equipment. Anyone who is discourteous, damages property, or fails to follow MP's directions may be asked to leave and/or may be prohibited from using MP's facilities in the future.

I acknowledge that I have read, know, and agree to all the policies and procedures relating to the use of the facilities at MP. I agree to comply with all rules, regulations, and policies at MP. I understand MP reserves the right to revoke or terminate my use of the facilities at MP for any violation of rules, regulations or policies.

I hereby release, waive, discharge, and hold harmless and agree to indemnify MP and all employees, officers, owners, agents, servants, workpeople and independent contractors past or present from any damage including but not limited to, claims, suits, liabilities, judgments, costs and expenses for any property damage, loss or theft, personal injury or illness, death, disease, medical expenses, and any other losses whatsoever arising from the use of MP and its facilities.

I hereby release and waive, any and all claims, known and unknown, that the child(ren) or I may now or later have against MP, its members, officers, instructors, operators, agents, structures/equipment or the facility, for liability for direct, indirect, vicarious, punitive, and any other damage whether such party was informed or was aware of the possibility of such loss or damage.

By signing this liability waiver, I acknowledge that I am of legal age and mental competence to knowingly give this acknowledgement and release which shall legally bind me and the child(ren) and our personal representatives, executors, heirs, and assigns. I have carefully reviewed the contents of this waiver and release and knowingly and intelligently enter into this agreement, recognizing and appreciating that I am giving up mine and my child(ren)'s right to sue. I understand that any individual that is not bound by this agreement has no right to use the facilities or participate in any activities at MP or its facilities.

If emergency first aid is rendered, I understand that I am waiving any and all claims resulting from the first aid and all the terms and provisions of this agreement remain in full force and effect under those circumstances. In the event of accident or emergency, I hereby authorize MP to transport the participant, or cause the participant to be transported, to the hospital for medical treatment and I hold MP and its representatives harmless with regard to same. I hereby agree to be fully and solely responsible for all medical expenses which may be incurred as a result of the participant's participation in the activities at MP or its facilities.

The novel coronavirus, COVID-19, has been declared a global pandemic by the World Health Organization. Covid-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, governments and health agencies recommend social distancing and have, in many places, prohibited group gatherings.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my family and the children under my care may be exposed or infected by COVID-19 by their use of MP's facilities, and that such exposure or infection may result in injury, illness, permanent disability and death. I understand that the risk of exposure and infection by COVID-19 at MP's facilities may result from my negligence and others, including, but not limited to, MP's employees, volunteers and other participants. I voluntarily agree to assume the foregoing risks and accept sole responsibility for any injury, illness or death that may result from my or my children's attendance at MP's facility. I, on my own behalf and behalf of the children in my care, hereby release and covenant not to sue, discharge and hold harmless MP, its agents, employees, owners and representatives of and from any related claims, liabilities or damages.

Signature of waiver recipient or guardian signing for minor _____

Print Name of signatory: _____

Print Name or waiver recipient if minor: _____

Relationship _____

Date _____

Policies and Procedures

A waiver must be signed by a parent for each participant prior to use.

All children must be accompanied and supervised by a guardian at all times.

Temperatures will be screened at entry and entry will be denied for any participant with a fever.

No food or drink allowed in the gym space.

Please remove shoes. Socks must be worn.

You are solely responsible for the safety and well-being of your children. You must supervise your children at all times. Equipment may only be used in its intended normal use. Swings and other moving equipment is intended for tranquil use, not for extreme speeds or heights.

No rough play or abusive language is permitted.

Follow all MP staff member's instructions.

MP is not responsible for loss, damage or theft of personal effects.

At its own discretion, MP can refuse to allow use of its facilities and equipment to anyone it so chooses.