



Participation Agreement and Liability Waiver

Participant Information

Name: _____ Male _____ Female _____

__Student __Teacher __Parent __Caregiver __Therapist Guest of: _____

Participant / School / Organization: _____

Date of Birth: _____ Phone number: _____

Address: _____

Email: _____

Diagnosis (optional): _____

Allergies: _____

Guardian Information (if applicable)

Name: _____ Male _____ Female _____

Date of Birth: _____ Phone number: _____

Address (if different than above): _____

Email: _____

Emergency Contact

Name: _____ Relationship: _____

Phone Number: _____ Email: _____

For Office Use Only

__MB

__WVR

__PRO

__ATT

__MC



Terms and Conditions

- 1. PROVISIONS.** The Sensory Club, Inc. will provide our unique sensory gym and private multi-sensory environments for children and adults of all ages and disabilities in order to assist in their exploration of their sensory needs.
- 2. PARTICIPANT'S HEALTH WARRANTY.** The participant or his / her guardian, warrants and represents that the participant has no disability, impairment, or ailment preventing him/her from engaging in active or passive exercise, or that will be detrimental or adverse to such person's health, safety, physical condition if he/she does so engage and participate. The participant or guardian acknowledge and agrees that: 1) The Sensory Club, Inc. will rely on the foregoing warranty in issuing the Participation; 2) The Sensory Club, Inc. shall have no obligation to perform a fitness assessment or similar testing to determine the participant's physical condition; 3) if any fitness assessment or similar testing is performed, it is solely for the purpose of providing comparative data with which the participant can track progress in a program and is not for diagnostic purposes. 4) The Sensory Club, Inc. shall not be subject to any claim, demand, injury whatsoever on account of The Sensory Club, Inc's evaluation or interpretation of such fitness assessment or similar testing. 5) The Sensory Club, Inc. shall not be liable for any injury arising out of the participant's disability, impairment, or ailment preventing him/her from engaging in active or passive exercise, or that would be detrimental or adverse to such person's health, safety, physical condition if he/she does so engage or participate. Each participant, guest, should be aware of his/her medical history and should consult with a physician prior to engaging in exercise or continuing to exercise if a medical condition appears or appears to be developing.
- 3. LIABILITY AND WAIVER OF LIABILITY** Each participant individually (or through their guardian) shall be liable for any property damage and/or personal injury (caused by the member, member's family, guest or any other person) at The Sensory Club, Inc. or any activity or function operated, arranged, or sponsored by The Sensory Club, Inc. It shall be the obligation of the participant to pay for any costs involved upon presentation of a statement thereof. Any and all use of The Sensory Club, Inc. facilities or participation in, The Sensory Club, Inc., activities operated, arranged, or sponsored by The Sensory Club, Inc. either on or off the premises by the participant, participant's family, or guest(s) shall be AT SUCH PERSON'S OWN RISK, and The Sensory Club, Inc. shall not be liable for any injuries or damages to such person, or the property of such person, or be subject to any claim, demand, injury or damages. The participant individually (or through their guardian) and on behalf of their heirs, administrators, assigns and successors does hereby expressly forever release and discharge The Sensory Club, Inc., its successors and assigns, as well as its officers, agents, employees from all such claims, demands, actions, and causes of action.



4. **MEDIA WAIVER / RELEASE.** Each participant or his / her guardian grants permission to The Sensory Club the irrevocable and unrestricted right to reproduce the photographs and /or video images taken of me, or participants of my family, for the purpose of publication, promotion, illustration, advertising, or trade, in any manner or in any medium. I hereby release The Sensory Club and its legal representatives for all claims and liability relating to said images or video. Furthermore, I grant permission to use my statements (with or without name), for the purpose of advertising and publicity without restriction. I waive my right to any compensation.
5. **SUSPENSION OR TERMINATION OF PARTICIPATION AGREEMENT.** Management has the right to suspend and/or terminate any Participation for any behavior which interferes with the enjoyment of The Sensory Club, Inc. by other participants and staff for any reason deemed sufficient in the sole discretion of Management.
6. **ENTIRE AGREEMENT.** This agreement constitutes the entire and exclusive participation agreement between the parties. Any promise, representation, understanding, oral or written, pertaining directly or indirectly to the agreement which are not set forth herein, are hereby waived.

I certify that I have received a copy of the Terms and Conditions and have read and understand them.

Signature of Participant or Guardian (relationship)

Date