

**PARTICIPATION WAIVER**

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Participant First Name Participant Last Name

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Address

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Telephone Number Email Address

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Emergency Contact Contact Telephone Number

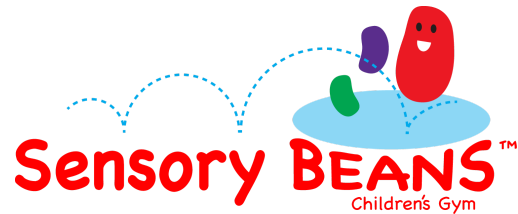
I, the undersigned (“Participant”), on behalf of myself and my minor child, in consideration for attending a class or other activity at the Sensory Beans LLC facility (“Sensory Beans”) agree to the following:

**WAIVER OF LIABILITY**

Participant understands that there is an inherent risk that use of the Sensory Beans’ facilities and services may result in injury, including, without limitation, injury related to COVID-19. Sensory Beans follows all available and applicable health and safety guidelines to protect against and prevent injury. However, despite its efforts, Sensory Beans cannot guarantee that you will not become injured at Sensory Beans’ facilities.

Being fully aware of these dangers and risks, Participant, on my own behalf and on behalf of my child and our respective heirs, administrators, executors and successors, and assigns, hereby covenant not to sue, and forever release and hold harmless Sensory Beans and its officers, directors, employees, contractors, volunteers or agents from all liability for any and all damages or injuries suffered while under the instruction, supervision or control of Sensory Beans, including, without limitation, those damages or injuries resulting from acts of negligence on the part of Sensory Beans and its officers, directors, employees, contractors, volunteers or agents and also including, without limitation, injuries that were sustained because of my own negligence, including injuries suffered related to COVID-19. Participant agrees to specifically assume all risk of injury for Participant and children attending an event at Sensory Beans and hereby waives any and all claims or actions that may arise against Sensory Beans or its officers, directors, employees, contractors, volunteers or agents as a result of such injury.

If medical treatment or intervention including, but not limited to, professional treatment, as well as any illness or disruptive behavior is present, all play for the remainder of the day ceases immediately.



## **CONDUCT**

Participant understands that Sensory Beans reserves the right to immediately remove Participant from Sensory Beans' facilities if, in the sole discretion of Sensory Beans, Participant (i) fails to comply with, adhere to, or otherwise follow Sensory Beans' employees' guidance, directions, or instructions, or (ii) threatens, intimidates, or otherwise acts in a disrespectful manner towards Sensory Bean employees. In addition to Sensory Beans' right to immediately remove Participant, Sensory Beans reserves the right to permanently ban Participant from Sensory Beans' facilities in the event of Participant's violation of this Conduct section, and Participant hereby waives any and all claims or actions that may arise against Sensory Beans or its officers, directors, employees, contractors, volunteers or agents as a result of such removal or ban, as applicable.

## **PARTICIPANT PROMISES/ACKNOWLEDGEMENTS**

Within the last fourteen days of each class in which my child participates:

1. No members of my household, including myself, have experienced symptoms of fever, extreme fatigue, difficulty breathing, dry cough, or any other symptoms associated with COVID-19, the Flu, RSV or any other contagious illness nor have we been diagnosed with COVID-19, the Flu, RSV or any other contagious illness.
2. To the best of my knowledge, no teacher or student at my child's class at school has been diagnosed with COVID-19, the Flu, RSV or any other contagious illness within the last fourteen days.

**I confirm that my child has been fever-free for a minimum of 24 hours prior to attending Sensory Beans.**

The above statements are continuing and truthful. I acknowledge I have a duty to disclose any change in my or my child's situation that would alter the truthfulness of the statements above.

**Any change in the above statements will require Participant to sign a new waiver form once Participant is able to again attest to the truthfulness of the statements above.**

I have read the Participation Waiver thoroughly and understand the terms.

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_