

Zen Zone Sensory Gym, LLC
Assumption of Risk, Waiver and Release from Liability

Please print

Parent(s) name(s) (Last, First) _____

Child(ren): (Name(s)/DOB) _____

Phone _____ Email _____ Referred by: _____

Address _____

Authorized caregivers: _____

Permission to photograph your child(ren) and post on-line? ___yes ___no

Date: _____

1. **Risk factors** – I understand and acknowledge that the use of the facilities at Zen Zone Sensory Gym, LLC 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 Zen Zone Sensory Gym, LLC

_____, I have read and understand the above paragraph

Initial

2. **Assumption of Risk** – I am choosing to use the facilities at Zen Zone Sensory Gym, LLC at my own risk as well as my child(ren's). Zen Zone Sensory Gym, LLC makes no warranties or representations as to the safety of use of facilities and/or participation in any activities at Zen Zone Sensory Gym LLC. I acknowledge that it is my sole responsibility to supervise my child(ren) while using the facilities at Zen Zone Sensory Gym, LLC and that Zen Zone Sensory Gym, LLC 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 Zen Zone Sensory Gym, LLC or from participating in activities at Zen Zone Sensory Gym, LLC and relieve Zen Zone Sensory Gym, LLC from any such responsibility. I understand that I am solely responsible for any medical, health or personal injury costs relating to my use of Zen Zone Sensory Gym, LLC and its facilities.

_____, I have read and understand the above paragraph

Initial

3. **Acknowledgement of Policies and Procedures** – I acknowledge that I have read, know, and agree to all the policies and procedures relating to the use of the facilities at Zen Zone Sensory Gym, LLC. I agree to comply with all rules, regulations, and policies at Zen Zone Sensory Gym, LLC. I understand Zen Zone Sensory Gym, LLC reserves the right to revoke or terminate my use of the facilities at Zen Zone Sensory Gym, LLC for any violation of rules, regulations or policies.

_____, I have read and understand the above paragraph

Initial

4. **Release, Indemnify, and Defend** – I hereby release, waive, discharge, and hold harmless and agree to indemnify Zen Zone Sensory Gym, LLC 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 Zen Zone Sensory Gym, LLC

_____, I have read and understand the above paragraph

Initial

5. **Prerequisite skills** – I acknowledge that I, and any children entrusted to my care, using Zen Zone Sensory Gym, LLC have the skills, qualifications, physical ability to properly and safely use the facilities at Zen Zone Sensory Gym, LLC, and Zen Zone Sensory Gym, LLC has not performed any type of screening to make that determination and is solely and wholly relying on my representations of those qualifications.

_____, I have read and understand the above paragraph

Initial

6. **Waiver** – 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 New York 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.

_____, I have read and understand the above paragraph

Initial

7. **Representatives** – I enter into this agreement for myself and child(ren) and agree to bind my heirs, assigns, and legal representatives.

_____, I have read and understand the above paragraph

Initial

8. **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.

_____, I have read and understand the above paragraph

Initial

I, the undersigned, am an adult entrusted to care for the child(ren) named below. 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's right to sue. I am legally authorized to sign on the child's/children's behalf. I desire to allow my child(ren) and/or the child(ren) entrusted to my care to use the facilities at Zen Zone Sensory Gym, LLC. This Assumption of Risk, Waiver and Release from Liability covers all activities, equipment, supplies, and supervision at Zen Zone Sensory Gym, LLC. 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 Zen Zone Sensory Gym, LLC

_____. I have read and understand the above paragraph

Signature required