



TSV Customer Release of Liability, Indemnity Agreement and Assumption of Risk

We at The Sensory Village strive to provide a fun, clean, and beautiful environment free of physical and economic barriers that all individuals can come to and enjoy regardless of age or ability. Every day we work to provide an extraordinary place where smiles and laughter lead to wonderful memories with family members, friends, and caregivers. We want The Sensory Village to be a place where the common element of play creates an atmosphere of inclusion for those with and without disabilities while encouraging everyone to gain a greater understanding of one another. The Sensory Village is just like any other play place except for a culture and environment that assures 100% enjoyment by every person entering the Welcome Center. This agreement allows us to continue operations so that everyone who does enter our premises understands there are some risks that cannot be avoided and there are no misunderstandings.

(1) In consideration of being permitted by The Sensory Village (hereinafter "TSV") to participate in its activities and to use its equipment and facilities, now and in the future, I, _____ as parent or legal guardian of _____, a minor (hereinafter "Child"), hereby grant the permission necessary to allow the Child to participate in all activities at TSV's primary location and agree with all the terms of this Release of Liability, Indemnity Agreement, and Assumption of Risk Agreement (hereinafter "Agreement").

(2) I, on my own behalf and on behalf of Child, further agree to release, indemnify and discharge TSV, its agents, owners, shareholders, directors, partners, employees, volunteers, manufacturers, participants, lessors, affiliates, its subsidiaries, related and affiliated entities, successors and assigns (hereinafter "Released Parties"), on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

- I understand and acknowledge that the activity the Child is about to voluntarily engage in as a participant bears certain known risks and unanticipated risks which could result in physical, emotional, or mental injury, paralysis, illness or disease, death, or damage to Child, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activities at TSV.
- The risks include, among other things: Use of TSV's equipment and facilities entail certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Use of equipment may expose participants to the usual risk of cuts, scrapes, bruises, and rug burns. Violent activity, while not permitted, may occur from some participants and may cause injury when objects are thrown, especially with younger children. Additionally, TSV takes great

care to use the use the best quality items available, but allergies may exist that are not known, or another child may come in with allergens on their clothing and skin and cause a medical reaction to a participant.

- In any event, if Child is injured and may require medical assistance, you as parent or legal guardian will assume full liability and responsibility for the expenses.
- Furthermore, TSV employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give incomplete warnings or instructions, and the equipment being used might become loose, out of adjustment, or malfunction. There is also a risk that TSV employees may be negligent in, among other things, monitoring and supervising use of its equipment and facilities and in the maintenance and repair of its equipment and facilities.

(3) I agree that this Agreement is made on behalf of that Child participant and that all of the releases, waivers and promises herein are binding on that Child participant. I represent that I have full authority as Parent or Legal Guardian of the Child participant to bind the Child participant to this Agreement.

(4) I expressly agree and promise to accept and assume all of the risks existing in this activity on behalf of Child. The Child's participation in this activity is purely voluntary, and I elect to have Child participate in spite of all the risks.

(5) I hereby voluntarily release, forever discharge, and agree to defend, indemnify and hold harmless TSV and all Released Parties from any and all claims, demands, or causes of action, which are in any way connected with Child's participation in this activity or use of TSV equipment or facilities, including any such claims which allege negligent acts or omissions of Released Parties.

(6) I indemnify and save and hold harmless TSV and the Released Parties against any loss, liability, damage or cost that may incur arising out of or in any way connected with the Child's use of TSV equipment, gear provided, or facilities therewith or any acts or omissions of the Released Parties.

(7) Should TSV or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this Agreement in any way relevant to this Agreement, I agree to indemnify and hold them harmless for all such fees and costs. This means that I will pay all of those attorney's fees and costs myself.

(8) I certify that I have adequate insurance to cover any injury or damage that Child may cause or suffer while participating in all TSV activities, or else I agree to bear the costs of such injury or damage to Child myself. I further certify that I am willing to assume the risk of any medical or physical condition that Child may have.

(9) I expressly agree that this Agreement is governed by the State of Pennsylvania and is intended to be as broad and inclusive as permitted by Pennsylvania law, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect. In the event that I file a lawsuit against TSV, I agree to do so solely in the State of Pennsylvania, and I further agree that the substantive law of the State of Pennsylvania shall apply in that action without regard to the conflict of the law rules of that state.

(10) I further agree to defend, indemnify and hold harmless TSV from any and all claims or lawsuits for personal injury, property damage or otherwise which are brought by, or on behalf of the Child, and which are in any way connected with such use or participation by the Child, including injuries or

damages caused by the negligence of Released Parties, except injuries or damages caused by the sole negligence or willful misconduct of the party seeking indemnity.

(11) I certify that, to the best of my knowledge, the Child does not have a health condition that would make it inadvisable for the Child to participate in TSV's activities.

(12) I agree to grant TSV and all Related Parties, the irrevocable right and permission to photograph and/or record me or Child in connection with TSV to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner in any and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of the photograph and/or recording and acknowledge and agree that the rights granted to this release are without compensation of any kind. All photographs and/or recordings are exclusive to TSV.

(13) In consideration of not being required to sign a fresh copy of this Agreement before each visit, I further agree that this Agreement shall apply to all future visits of the Child to this TSV location.

By signing this Agreement, I acknowledge that I have had sufficient opportunity to read this entire Agreement, that I understand it completely, that I understand that it affects my legal rights, and that I agree to be bound by its terms. I also agree if anyone is hurt or property damaged during the Child's participation in this activity, I may be found by a court of law to have waived my or the Child participant's right to maintain a lawsuit against TSV and the Released Parties on the basis of any claim from which I have released them herein.

By signing this agreement, you acknowledge that The Sensory Village is not a licensed Day Care.

Signature of Parent or Legal Guardian of Child

Today's Date

Print Name of Parent or Legal Guardian of Child

Print Name of Child

Child's Birth Date

Address:

City:

State:

Zip:

Email Address:

Phone: