



Heart to Heart

Changing the Special Needs World
One Individual at a Time



Heart to Heart & Associates Sensory Gym Wavier

Parent's Full Name: _____ Phone: _____

Child(ren) Full Name: _____

Child(ren) DOB _____ Email: _____

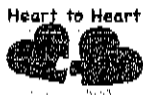
Address: _____

Waiver: In consideration of being permitted by Heart to Heart & Associates LLC to participate in activities at Heart to Heart & Associates LLC, I hereby waive, release and discharge any and all claims for damage for personal injury, death or property damage which I may have, or which may hereafter accrue to me, as a result of participation in activities at said facilities. This release is intended to discharge in advance Heart to Heart & Associates LLC, its employers and employees from any and all liability arising out of or connected in any way with my participation in activities at this recreation facility. It is understood that activities such as the ones I will be participating in involve an element of risk and danger of accidents and knowing those risks, I hereby assume those risks. It is further agreed that this waiver, release and assumption of risk is to be binding on my heirs and assigns. I agree to indemnify and to hold harmless, Heart to Heart & Associates LLC, its employers and employees from any loss, liability, damage, cost or expense which they may incur as the result of my death or any injury or property damage that I may sustain while participating in any activity at this recreation facility. I understand that by participating all Participants consent to photo images taken by Heart to Heart & Associates LLC staff during this activity to be used in any or all Heart to Heart & Associates LLC publications and websites. **CONSENT OF PARENT/GUARDIAN** (If Participant is a minor) I am the parent or legal guardian of the participant listed above. I hereby consent that the participant may participate in activities at this recreation facility and I hereby execute the Agreement, Waiver and Release on his/her behalf. I hereby affirmatively state that the said Participant is physically able to participate in said activity. I hereby agree to indemnify and hold the persons and entities mentioned above free and harmless from any loss, liability, damage, cost or expense that they may incur as result of the death or any injury or property damage that said participant may sustain while participating in activities at Heart to Heart & Associates LLC.

Act Cautiously; Gym May Not Be Virus Free: Clients understand that while the owner will periodically clean and sanitize the gym, owner does not guarantee that the amenities, or the people in them, will be virus-free. Clients further understand that the risk associated with gym may be greater than the risk within client's household (assuming that no one in client's household has COVID-19). Clients agree to act as if the gym is not virus-free and take precautions as recommended by the CDC, WHO, the Department of Health, and the County Health Department, and client's health care provider(s), which may include (but are not limited to):

1. Washing hands after touching any Common Area Amenity;
2. Avoiding touching your face;
3. Maintaining social distancing (6 feet) and wearing masks when in the gym.
4. Not exceeding maximum group size established by Federal, state and local requirements, restrictions and recommendations.

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FAILURE TO COMPLY WITH THESE POLICIES MAY RESULT IN BEING ASKED TO LEAVE THE PREMISES AND/OR THE REFUSAL OF ENTRY TO THE GYM UNTIL SUCH TIME AS COMPLIANCE CAN BE ENSURED.

6. Disclosure: The CLIENT agrees to not use any common area amenity if:

1. To the best of client's knowledge, Client currently has COVID- 19, or has knowingly, within the last 14 days, been in contact with someone who has COVID-19; or
2. Clients are experiencing a fever, signs of respiratory illness such as cough, shortness of breath or difficulty breathing, or other COVID-19 symptoms.

7. Risk of Exposure, Assumption of Risk and Waiver: To the maximum extent permitted by law, Clients understand and agree that:

1. Clients are using the gym at the sole risk of themselves.
2. Clients assume all risk of harm and waive all claims against Owner, resulting from COVID-19, unless caused by gross negligence of Owner.
3. Client acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk of exposure and sickness upon entering the property and also understands that persons may have COVID- 19 and not exhibit symptoms, not be aware that they have COVID-19 or may not voluntarily agree to disclose their condition.
4. Client will ensure his/her own safety and protection, as well as the safety and protection of others, when using Common Area Amenities. Any precautionary measures taken by the owner are neither a guarantee nor warranty of a virus-free environment.
5. Any COVID-19-related inconveniences will not create a claim for refund, nor an offset to your obligations under the Agreement, nor will they be the basis for a complaint, claim, right, or remedy against the owner.

PLEASE NOTE

We reserve the right to dismiss any child who is disruptive.
There are no refunds

CAUTION: READ BEFORE SIGNING BELOW

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT. I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND Heart to Heart & Associates LLC

AND I SIGN IT OF MY OWN FREE WILL.

Parent Signature

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