

Sunnyside Plays Participation Form

Parent/Legal Guardian Name(s)

_____ phone _____ email _____

_____ phone _____ email _____

Child's name _____ Date of Birth _____

Child #2 _____ Date of Birth _____

Child #3 _____ Date of Birth _____

Caregiver/Nanny Name _____

Emergency Contact _____

Rules Governing Use of the Facilities

Participation Form/Contact information

- All visitors must complete and sign a waiver upon first entry to Sunnyside Plays (SP).
- All visitors and participants must check-in at the reception desk each time they enter the facility.
- It is the responsibility of the parent or guardian ensure that all contact information on file with SP is current, including names of approved caregivers, phone numbers, mailing and e-mail addresses.

Safety and Well-Being

- All children under the age of 18 must be accompanied by an adult who is responsible for them. No adult will be admitted without a child they are responsible for. Parents/guardians/caregivers assume full responsibility for the conduct of their child(ren) while at SP. Parents/Guardians agree to remain on the premises at all times that their child is present, and are solely responsible for their child's supervision and safety.

Be Kind to the Facilities, Be Kind to Each Other

- No shoes are allowed inside the SP playground areas. It is mandatory that socks be worn at all times.
- SP prohibits small toys, jewelry or choking hazards to be brought into the play area. Parents/guardians/caregivers are responsible at all times to help maintain a safe environment for others.
- SP acknowledges that cell phone use is required for emergencies; however we request that ringers be turned to silent or vibrate mode when inside the SP facility, especially when classes or events are in session.
- SP offers wireless internet access to parents and caregivers only. Internet users are forbidden to access or download material from restricted websites.
- SP requests that all visitors treat the facilities with the utmost respect in order to maintain a clean and safe environment for everyone.

Food & Food Allergies

- SP is a nut-free facility and requests that visitors refrain from bringing in foods that contain nuts.
- No food, gum, candy or beverages are allowed inside the play area at any time under any circumstances..

Assumption of Risk, Waiver of Liability and Indemnification Agreement

Waiver of Liability for Ordinary Negligence: In consideration of permission to use the SP property, facilities, and services, today and on all future dates, I, the ADULT PARTICIPANT OR MINOR PARTICIPANT(S) & PARENT/LEGAL GUARDIAN, on behalf of myself, my spouse, my heirs, personal representatives, and assigns [hereafter referred to as Releasing Parties] do hereby release, waive, discharge, and covenant not to sue Sunnyside Plays LLC (SP), its owners, directors, officers, employees, volunteers, independent contractors, equipment providers, and agents [hereafter referred to as Protected Parties] from liability from any and all claims arising from 1) the ordinary negligence of SP or other protected parties, and from 2) the presence of myself and/or the MINOR PARTICIPANT(S) on the premises of SP.

This Assumption of Risk, Waiver of Liability, and Indemnification Agreement applies to, but is not limited to, the following:

* Illnesses, personal injury, and/or economic loss to the ADULT PARTICIPANT OR MINOR PARTICIPANT(S) & PARENT/LEGAL GUARDIAN

arising from participation in any SP activity or their presence on the premises.

* Any and all claims resulting from the damage to, loss of, or theft of property.

* The release of SP from any claims that the ADULT PARTICIPANT OR MINOR PARTICIPANT(S) & PARENT/LEGAL GUARDIAN 1) now have against SP and/or 2) may have in the future against SP.

Indemnification Agreement:

I, the ADULT PARTICIPANT or PARENT/LEGAL GUARDIAN, agree to hold harmless, defend, and indemnify SP and Protected Parties (that is, defend and pay any judgment and costs, including investigation costs, attorney’s fees and related expenses) from any and all claims of the Releasing Parties arising from ADULT PARTICIPANT OR MINOR PARTICIPANT(S) & PARENT/LEGAL GUARDIAN injury or loss due to participation at SP (including claims arising from the inherent risks of SP activities and those arising from the ordinary negligence of SP or Protected Parties). I further agree to hold harmless, defend, and indemnify SP and Protected Parties (that is, defend and pay any judgment and costs, including investigation costs and attorney’s fees) against any and all claims of co-participants, and others arising from conduct of ADULT PARTICIPANT OR MINOR PARTICIPANT(S) & PARENT/LEGAL GUARDIAN in the course of participation at SP (including claims arising from the inherent risks of SP activities and those arising from the ordinary negligence of SP or Protected Parties).

Clarifying Clauses:

* I, the ADULT PARTICIPANT or MINOR PARTICIPANT(S) & PARENT/LEGAL GUARDIAN, confirm that this is the entire agreement between me and SP and cannot be modified or changed in any way by representations or statements by any agent or employee of SP.

* I also understand that if legal action is brought, the appropriate trial court for Queens County in the state of New York or United States District Court for the Southern District of New York has the sole and exclusive jurisdiction and that only the substantive laws of the State of New York shall apply.

* I further expressly agree that the foregoing Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of New York and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgements: I, the ADULT PARTICIPANT OR MINOR PARTICIPANT(S) & PARENT/LEGAL GUARDIAN, certify that I understand the rules of participation as outlined above and further certify:

* That participant has no health problems that would increase his/her risk for injury or injury to others during participation at SP.

* That I acknowledge that SP encourages each participant to get medical clearance prior to participation.

* That I acknowledge that it is the participant’s duty to cease exercise immediately and to inform staff if he/she feels any unusual discomfort or is injured during participation.

* That participant agrees to obey all safety rules and alert staff to any rules violations or dangerous behavior of co-participants.

* That I acknowledge that the provider has authority to end participation if it presents a danger to self or others.

* That I agree to assume all costs of emergency medical care and transportation.

* That I agree to inform SP of any injury (even minor injuries) prior to leaving the SP facility.

* That I give permission to SP to use any photographs, images, or likenesses taken of me and/or MINOR PARTICIPANTS in its marketing brochures, ads, videos, or other media.

Acknowledgment of Understanding:

I, the ADULT PARTICIPANT or MINOR PARTICIPANT(S) & PARENT/LEGAL GUARDIAN, have read this Assumption of Risk, Waiver of Liability, and Indemnification Agreement and fully understand its terms. I understand that I am giving up substantial rights that might belong to me and/or my MINOR PARTICIPANT(S) including: 1) my right as an ADULT PARTICIPANT/ PARENT/LEGAL GUARDIAN to recover damages for any loss I may suffer resulting from injury to or death of myself or my MINOR PARTICIPANT resulting from participation at SP and 2) the right of my MINOR PARTICIPANT to recover damages for any loss he/she might suffer from injury or death resulting from participation at SP.

I acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability due to 1) ordinary negligence by SP and the other Protected Parties or to 2) the inherent risks of SP activities, to the greatest extent allowed by law in the State of New York. Further, I, certify that I am the PARENT/LEGAL GUARDIAN of the MINOR PARTICIPANT(S) listed above and assert that I have explained the risks of the activity to my child(ren) and that each child understands the inherent risks and assumes those risks.

Authorized Signature _____ Date _____

Print Name _____

Relationship to child _____