

University Methodist Church Sensory Motor Playroom Parent/Guardian/Therapist Liability Waiver

I, the above-named person, being eighteen years of age or older, or the legal guardian of the above named person (referred to further as the "Participant") who is under 18 years of age or otherwise under legal incapacity, in consideration of the services provided by University United Methodist Church (referred to further as the "Church"), and the right for Participant and me to engage in this activity as a participant and/or volunteer, hereby acknowledge, agree, promise and covenant with the Church, its agents employees, members, managers, officers, and directors on behalf of myself, my heirs, assigns, personal representatives and estate, as follows:

ACKNOWLEDGEMENT OF SCOPE OF PROGRAM:

I UNDERSTAND AND ACKNOWLEDGE that the Church is providing the space and equipment in the Sensory Motor Playroom solely for my convenience, and that by making available said space and equipment, the Church is not representing that it is providing medical treatment or occupational or physical therapy, nor that it is a health care provider or a provider of durable medical equipment (DME) under any interpretation of those terms under either Texas or federal law, statute, rule or regulation, nor is the Church recommending or providing any course of treatment or therapy. I further understand and acknowledge that the Church makes no representation as to the efficacy of any equipment, toy or other apparatus for any purpose, including without limitation physical therapy, occupational therapy, medical treatment or any other application.

ACKNOWLEDGMENT OF RISKS:

I UNDERSTAND AND ACKNOWLEDGE that the activity I am about to voluntarily engage in as a participant and/or volunteer bears certain known and unanticipated risks, which could result in INJURY, DEATH, DISEASE, PHYSICAL OR MENTAL ILLNESS OR DAMAGE to myself, the Participant, to my property or to third parties. These risks include, but are in no way limited to the following:

1. The risks which are inherent in the activities of using any and all toys and equipment located in the Sensory-Motor Playroom.
2. The acts or omissions or negligence in any degree of the Church, its directors, officers, partners, members, managers, agents or employees (collectively the "Released Parties").
3. Latent or apparent defects or conditions in equipment or property supplied by the Church, or other persons or entities.
4. The condition of any toys and/or equipment and accidents connected with their use.
5. My and/or the Participant's own physical condition or my or the Participant's own acts or omissions.
6. First aid, emergency treatment or other services rendered by the Church or others.

UNDERSTAND AND ACKNOWLEDGE that the above list is not complete or exhaustive, and that other risks, known or unknown, identified, or unidentified, anticipated, or unanticipated, may also result in injury, death, illness, disease or damage to myself or to my property or to spectators or other third parties.

ACCEPTANCE OF RISK AND RESPONSIBILITY:

I VOLUNTARILY AGREE, COVENANT AND PROMISE TO ACCEPT AND ASSUME ALL RESPONSIBILITIES AND RISK FOR INJURY, DEATH, ILLNESS OR DISEASE to myself, the Participant or to my property arising from my participation in this activity. My participation in this activity is purely voluntary; no one is forcing me to participate.

RELEASE:

I VOLUNTARILY RELEASE AND FOREVER DISCHARGE AND COVENANT NOT TO SUE ANY OF THE RELEASED PARTIES from or for any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including, but not specifically limited to any and all negligence, fault or strict liability of any of the Released Parties for any and all injury, death, illness or disease, and damage to myself or to my property. I FURTHER, AGREE, PROMISE AND COVENANT TO HOLD HARMLESS AND TO INDEMNIFY EACH OF THE RELEASED PARTIES from all defense costs, including attorney's fees, or from any other costs incurred in connection with claims for bodily injury or property damage to myself or to my property, arising from or connected with my participation in this activity or from any claims asserted against me by third parties. IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF ANYONE IS HURT OR DIES, OR PROPERTY IS DAMAGED WHILE I AM ENGAGED IN THIS ACTIVITY, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST ANY OF THE RELEASED PARTIES, EVEN IF ANY OF THE RELEASED PARTIES NEGLIGENTLY CAUSED THE BODILY INJURY OR PROPERTY DAMAGE.

ACKNOWLEDGMENT OF EFFECT OF THIS RELEASE AGREEMENT:

I UNDERSTAND AND ACKNOWLEDGE that by initialing and/or signing this document I have given up certain rights and/or possible claims which I might otherwise assert or maintain against the Released Parties, including specifically and without limitation, rights arising from or claims for the acts or omissions, fault, negligence in any degree of any of the Released Parties. I understand and acknowledge that by initialing and/or signing this document, I have assumed responsibility and **LEGAL LIABILITY** for the claims or other legal demands, including defense costs, which may be asserted by third parties against me as a result of my participation in this activity.

PARTICIPANT INSURANCE BENEFITS AND REPRESENTATION OF PHYSICAL CONDITIONS:

I UNDERSTAND AND ACKNOWLEDGE that no insurance benefits of any kind will be provided to me during this activity. I certify that I have sufficient health, accident, and personal liability insurance to cover any bodily injury, property damage or disablement that may occur while participating in this activity, and to cover bodily injury or property damage caused to a third party as a result of my participation in this activity.

RULES AND REGULATIONS:

Rules include but are in no way limited to the following:

THE SENSORY-MOTOR PLAYROOM IS TO BE USED AT YOUR OWN RISK

- No food, chewing gum or beverages are allowed in the rooms.
- Rooms should be left in good operating condition.
- Report any damaged, broken or unsafe equipment or toys to the director.

I understand and acknowledge that the above list is not complete or exhaustive, and that other rules may apply.

ENTIRE AGREEMENT:

I understand that this is the entire agreement between the undersigned and the Church, that it is for the benefit of all Released Parties, and that it cannot be modified or changed in any way by the representations or statements of the Church or any employee or agent of the Church or any of the Released Parties or by the undersigned. My signature below indicates that I have read this entire document, understand it completely, and agree to be bound by its terms.