

# SENSORY ROCK, LLC,

## PARTICIPANT AGREEMENT, INDEMNIFICATION, GENERAL RELEASE AND ASSUMPTION

(PLEASE READ THIS DOCUMENT CAREFULLY, BY SIGNING IT, YOU ARE WAIVING YOUR AND/OR YOUR SPOUSE AND MINOR'S LEGAL RIGHTS)

**BY SIGNING THIS AGREEMENT I AM GIVING UP MY RIGHTS AND THE RIGHTS OF MY SPOUSE AND/OR CHILD(REN) TO SUE SENSORY ROCK, LLC, OR ITS EMPLOYEES, MANAGERS, DIRECTORS OR AGENTS, FOR ANY INJURY, INCLUDING PARALYSIS OR DEATH, CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF SENSORY ROCK, LLC INCLUDING ANY OF ITS AGENTS, EMPLOYEES AND EQUIPMENT. Initials: \_\_\_\_\_**

In consideration of being allowed to participate in the services and activities, including, but not limited to, gym access, jungle gym use, and any other amusement activities (collectively "ACTIVITIES"), provided by Sensory Rock, LLC and its agents, owners, officers, directors, principals, volunteers, participants, clients, customers, invitees, employees, independent contractors, insurers, facility operators, land and/or premises owners, and any and all other persons and entities acting in any capacity on its behalf (collectively "SENSORY ROCK"), at 240 Irwin Street, Hanford, CA, I, on behalf of myself, and/or on behalf of my spouse, minor child(ren)/ward(s), hereby agree to forever release, indemnify and discharge SENSORY ROCK on behalf of myself, my spouse, legal partner, my children, my parents, my guardians, heirs, assigns, personal representatives and estate, and all other persons and entities set forth below. The undersigned, for myself, and/or on behalf of my spouse, minor child(ren)/ward(s), hereby acknowledges, agrees and represents that immediately upon entering or participating I will, inspect and carefully consider SENSORY ROCK'S premises and facilities. It is further warranted that such entry into SENSORY ROCK'S facilities for observation or use of any facilities or equipment or participation in ACTIVITIES constitutes an acknowledgement that such premises and all facilities and equipment thereon have been inspected and carefully considered and that the undersigned finds and accepts same for myself, and/or on behalf of my spouse, minor child(ren)/ward(s) as being safe and reasonably suited for the purpose of such observation, use or participation by myself, and/or by my spouse, minor child(ren)/ward(s). The undersigned, for myself, and/or on behalf of my spouse, minor child(ren)/ward(s) hereby represent that (i) I/we are in good health and in proper physical condition to participate in the activities in which SENSORY ROCK provides; and (ii) I/we are not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my/our ability to safely participate in activities; (iii) I/we have not been advised against activities by a health professional. I agree that it is my sole responsibility to determine whether I/we are sufficiently fit and healthy enough to participate in activities. The undersigned for myself, and/or on behalf of my spouse, minor child(ren)/ward(s), accepts sole responsibility for my own conduct and actions, as well as the conduct and actions of my spouse, minor child(ren)/ward(s) while participating in the activities, and the condition and adequacy of the equipment.

(1) **RELEASE OF LIABILITY:** *I understand and acknowledge that SENSORY ROCK and its owners, managers, employees, and agents who may be monitoring or chaperoning "open gym", are not therapists or conducting any therapy.* Additionally, despite all known and unknown risks including but not limited to serious bodily injury, permanent disability, paralysis and loss of life, I, on behalf of myself, and/or on behalf of my spouse, minor child(ren)/ward(s) hereby expressly and voluntarily remise, release, acquit, satisfy and forever discharge and agree not to sue SENSORY ROCK, and its suppliers, designers, installers, manufacturers of any gym equipment, or such other material and equipment in SENSORY ROCK'S facility (all hereinafter referred to as "EQUIPMENT SUPPLIERS") and agree to hold said parties harmless of and from any and all manner of actions or omission(s), causes of action, suits, sums of money, controversies, damages, judgments, executions, claims and demands whatsoever, in law or in equity, including, but not limited to, any and all claims which allege negligent acts and/or omissions committed by SENSORY ROCK or any EQUIPMENT SUPPLIERS, whether the action arises out of any damage, loss, personal injury, or death to me or my spouse, minor child(ren)/ward(s), while participating in or as a result of participating in any of the ACTIVITIES in or about the premises. This Release of Liability, is effective and valid regardless if whether the damage, loss or death is a result of any act or omission on the part of SENSORY ROCK and/or any EQUIPMENT SUPPLIERS.

(2) **INDEMNIFICATION:** I understand that the known and unknown risks may be caused in whole or in part by my or my spouse or child(ren)/ward(s) own actions or inactions of others participating in activities, or the acts, inaction or negligence of SENSORY ROCK or any EQUIPMENT SUPPLIERS, and in consideration of being allowed, along with my spouse and/or child(ren)/ward(s) to participate in the ACTIVITIES, I hereby assume all risk of damage, loss, personal injury or death to myself, my spouse and/or my minor child(ren)/ward(s) to participate in the ACTIVITIES, I hereby assume all risk of damage, loss, personal injury, or death to myself, my spouse and/or my minor child(ren)/ward(s) as a result of the participation in ACTIVITIES in or about the facility, including any such loss due to any negligence of SENSORY ROCK and all EQUIPMENT SUPPLIERS and agree to indemnify and hold harmless SENSORY ROCK and all EQUIPMENT SUPPLIERS from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by SENSORY ROCK and all EQUIPMENT SUPPLIERS as a result of any claims asserted by myself, my spouse and/or child(ren)/ward(s) against SENSORY ROCK and all EQUIPMENT SUPPLIERS, including, but not limited to, any and all attorney's fees, costs, damages and/or judgments SENSORY ROCK and all EQUIPMENT SUPPLIERS incurs in the event of such loss whether caused by the negligence of SENSORY ROCK of any EQUIPMENT SUPPLIERS and that on behalf of myself, my spouse or my minor child(ren)/ward(s) I further agree to indemnify and hold harmless SENSORY ROCK for any injury, damage and/or harm myself, my spouse and/or my minor child(ren)/ward(s) cause to SENSORY ROCK or its facility and/or to any and all other persons and entities in any capacity on behalf of SENSORY ROCK.

(3) **ATTORNEY'S FEES:** I promise to indemnify SENSORY ROCK for any attorney's fees and/or costs incurred by SENSORY ROCK to enforce this agreement, including all costs associated with any collection efforts. Further, should any debt and/or judgment accrue in favor of SENSORY ROCK, pre-judgment and post-judgment interest shall accrue thereon at a rate of 18% per annum.

(4) **PHOTO RELEASE:** By entering SENSORY ROCK and participating in the ACTIVITIES, I hereby grant SENSORY ROCK on behalf of myself, my spouse and on behalf of my child(ren)/ward(s), the irrevocable right and permission to photograph and/or record me, my spouse or my child(ren)/ward(s) in connection with SENSORY ROCK and to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner and all media now and 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. **Initials:** \_\_\_\_\_

(5) **TERMS OF AGREEMENT:** I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I or my spouse and/or child(ren)/ward(s) visit SENSORY ROCK, whether at the current location or any other location or facility. The undersigned further expressly agrees that this agreement is intended to be as broad and inclusive as is permitted by the laws of this state and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

(6) **VENUE:** In the event a lawsuit is filed against SENSORY ROCK, I agree to the sole and exclusive venue of Kings County, California. I further agree that the substantive law of California shall apply without regard to any conflict of law rules.

**By signing this document, I understand that I may be found by a court of law to have forever waived my right and my spouse and/or child(ren)/ward(s) right to maintain any action against SENSORY ROCK on the basis of any claim from which I have released SENSORY ROCK and any released party herein and that I have assumed all risk of damage, loss, personal injury, or death to myself, my spouse, and/or my minor child(ren)/ward(s) and agreed to indemnify and hold harmless SENSORY ROCK and all EQUIPMENT SUPPLIERS from and against any and all losses, liabilities, claims, obligations, costs, damages, and/or expenses whatsoever paid, incurred and/or suffered by SENSORY ROCK and all EQUIPEMENT SUPPLIERS as a result of the participation in ACTIVITIES in or about the facility by myself, my spouse and/or child(ren)/ward(s) and/or claims asserted by myself, my spouse and/or child(ren)/ward(s) against SENSORY ROCK and all EQUIPMENT SUPPLIERS related to such participation in ACTIVITES. I have had a reasonable and sufficient opportunity to read and understand this entire document and consult with legal counsel, or have voluntarily waived my right to do so. I knowingly and voluntarily agree to be bound by all terms and conditions set forth herein.**

**You MUST be 18 years old or older to sign you own waiver and/or  
You MUST be the Parent or Legal Guardian to sign for a minor (under age 18)**

**Enter Adult Full Name and Date of Birth**

**(If under age 18, it must be completed by Parent/Legal Guardian – Enter Adult Full Name/Date of Birth of Parent/Guardian)**

Adult First Name: \_\_\_\_\_ Adult Last Name: \_\_\_\_\_

Adult Date of Birth: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Enter Child Full Name and Date of Birth of all Family Members under age 18**

Child Full Name #1: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Child Full Name #2: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Child Full Name #3: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Child Full Name #4: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

**We reserve the right to review your license and/or other forms of ID to verify identity and age.**