



TSC Denver GUEST Agreement & Waiver

How To Fill Out This Form: Participants using TSC equipment as well as Guardians visiting the facility are *Guests of a Member or Pass Holder* and must complete a TSC Guest Agreement & Waiver form before the fun begins! *Questions? We are here to help!*

Select One

- ☐ **Participant(s):** Fill out the Participant(s) + Legal Guardian + Emergency Contact sections.
- ☐ **Legal Guardian:** Fill out the Participant (Name Only) + Legal Guardian + Emergency Contact sections.
- ☐ **Caregiver:** Fill out the Participant (Name Only) + Caregiver + Emergency Contact sections.

Participant Information

Full Name (or Group Name "i.e. ABC School"): _____

Date of Birth: _____ Diagnosis (if applicable): _____

Primary/Alt. Phone: _____ Gender: _____

Email: _____

Full Address: _____

Please notify us prior to each visit if you have any special considerations

Additional Participants *Siblings/Same Household*

Name	Relationship to Member	Date Of Birth	Phone/Email (If different than above)	Diagnosis (optional)

Legal Guardian or Caregiver *(Responsible Party for the Participant. Only include information if different than above.)*

Full Name: _____

Date of Birth: _____ Relationship to Participant: _____

Primary/Alt. Phone: _____

Email: _____

Full Address: _____

Group / School / Organization: _____

☐ I understand that guardians/caregivers are FREE with any paid pass or membership and must be over 18 years of age.

How did you hear about us (check all that apply): ☐ Google Search ☐ Facebook ☐ Instagram ☐ Event

☐ Therapist ☐ Case Manager/Service Coordinator ☐ Word of Mouth ☐ Advertisement

☐ Other/Referred By: _____

Emergency Contact

Name/Relationship: _____ Primary Phone: _____

Email/Alt. Contact: _____

Sign the Terms and Conditions of membership attached hereto as part of this agreement.

**It is the responsibility of the individual franchisee owner to seek legal counsel in using the appropriate forms for their business and state.*



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Terms and Conditions

As used herein, "member" shall mean any member, pass holder, participant, or guest, in any way utilizing the facilities of The Sensory Club® who has executed these Terms and Conditions.

1. **PROVISIONS.** The Sensory Club Denver will provide our unique sensory gym and private multisensory environments for children and adults of all ages and disabilities in order to assist in their exploration of their sensory needs. The Sensory Club Denver may be unavailable during periods of repair and maintenance or special events, programs, or private parties or by management schedule for these events. There will be no adjustment in dues for this period of closure.

2. **MEMBER'S HEALTH WARRANTY.** The member or his / her guardian, warrants and represents that the member or any family member or guest entitled to use the facilities of The Sensory Club Denver under the terms of membership has no disability, impairment, or ailment preventing him/her from engaging in active or passive exercise, or that will be detrimental or adverse to such person's health, safety, physical condition if he/she does so engage and participate. The member or guardian acknowledge and agrees that: 1) The Sensory Club Denver will rely on the foregoing warranty in issuing the membership; 2) The Sensory Club Denver shall have no obligation to perform a fitness assessment or similar testing to determine the member's physical condition; 3) if any fitness assessment or similar testing is performed, it is solely for the purpose of providing comparative data with which the member can track progress in a program and is not for diagnostic purposes. 4) The Sensory Club Denver shall not be subject to any claim, demand, injury whatsoever on account of The Sensory Club Denver's evaluation or interpretation of such fitness assessment or similar testing. 5) The Sensory Club Denver shall not be liable for any injury arising out of the member's disability, impairment, or ailment preventing him/ her from engaging in active or passive exercise, or that would be detrimental or adverse to such person's health, safety, physical condition if he/she does so engage or participate. Each member, guest, should be aware of his/her medical history and should consult with a physician prior to engaging in exercise or continuing to exercise if a medical condition appears or appears to be developing.

3. **LIABILITY AND WAIVER OF LIABILITY.** Each member individually (or through their guardian) and on behalf of his / her guardian shall be liable for any property damage and/or personal injury (caused by the member, member's family, guest or any other person) at The Sensory Club Denver or any activity or function operated, arranged, or sponsored by The Sensory Club Denver. It shall be the obligation of the member to pay for any costs involved upon presentation of a statement thereof. Any and all use of The Sensory Club Denver facilities or participation in, The Sensory Club Denver activities operated, arranged, or sponsored by The Sensory Club Denver either on or off the premises by the member, member's family, or guest(s) shall be AT SUCH PERSON'S OWN RISK, and The Sensory Club Denver shall not be liable for any injuries or damages to such person, or the property of such person, or be subject to any claim, demand, injury or damages. The member individually, and on behalf of their guardian, heirs, administrators, assigns and successors does hereby expressly forever release and discharge The Sensory Club Denver, its successors and assigns, as well as its officers, agents, employees from all such claims, demands, actions, and causes of action.

4. **MEDIA WAIVER / RELEASE.** Each member or his / her guardian grants permission to The Sensory Club® the irrevocable and unrestricted right to reproduce the photographs and /or video images taken of me, or members of my family, for the purpose of publication, promotion, illustration, advertising, or trade, in any manner or in any medium. I hereby release The Sensory Club® and its legal representatives for all claims and liability relating to said images or video. Furthermore, I grant permission to use my statements (with or without my first name), for the purpose of advertising and publicity without restriction. I waive my right to any compensation.

5. **SUSPENSION OR TERMINATION OF MEMBERSHIP AGREEMENT.** Management has the right to suspend and/or terminate any membership for any non-payment of dues or for behavior which interferes with the enjoyment of The Sensory Club Denver by other members and staff for any reason deemed sufficient in the sole discretion of Management.

6. **ENTIRE AGREEMENT.** This agreement constitutes the entire and exclusive membership agreement between the parties. Any promise, representation, understanding, oral or written, pertaining directly or indirectly to the agreement which are not set forth herein, are hereby waived. The parties agree that this agreement may be electronically signed and that the electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity and admissibility.

Parent(s), caregiver(s), or legal guardian(s) must sign for any participating member and agree that they and the member are subject to all the terms and conditions of this document, as set forth above. By signing, the parent(s), caregiver(s) or legal guardian(s) agree that they are also subject to all the terms and conditions of this document, as set forth above.

I certify that I have read and understand the Terms and Conditions and may request a copy of them at any time.

☐ Request copy of this form.

Printed Name (Primary Participant)

Date

Printed Name (Responsible Party)

Signature (Responsible Party)

Relationship

For Office Use Only

☐ WL ☐ Mailchimp ☐ Scanned ☐ _____

Initials Received: _____

Initials Completed: _____

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