



TSC Austin
GROUP Member/Pass Holder Agreement & Waiver

How To Fill Out This Form: A Group Member or Group Pass Holder is established when three (3) or more participants visit The Sensory Club for a reserved function, or with an established organization, at a discounted rate.

One (1) TSC Group Agreement & Waiver form is required to be completed by the designated Group Representative as the responsible party, along with a TSC Group Attendance Sheet for the initial visit or any subsequent visits.

Please fill out your Group Information ("XYZ School Field Trip"; "Sara Smith's Party"; "123 Therapy Group") + Group Representative + Emergency Contact + selected Purchase Option. Every guest visiting TSC, participant and/or guardian, must complete a TSC Guest Agreement & Waiver form before the fun begins! Questions? We are here to help!

Group Information

Select One: [ ] Field Trip Pass [ ] Event Pass [ ] Organization Membership

Name of Group / Event / Organization: \_\_\_\_\_

Description/Purpose: \_\_\_\_\_

Preferred Date and Time: \_\_\_\_\_

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

Group Representative (Responsible Party)

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Primary Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Alt. Phone: \_\_\_\_\_

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

Address: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

[ ] I understand that any parents, guardians, therapists, or chaperones for this group 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: \_\_\_\_\_

Email: \_\_\_\_\_ Primary Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Alt. Phone: \_\_\_\_\_

\*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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Reservations

Please contact our club prior to arrival to discuss date + time. We will do our best to accommodate your preferences, based on availability. Private club rental options may also be available upon request outside of normal business hours. Please contact management for separate costs associated with private rental.

**Purchase Option**

There is no enrollment fee. Fee for the pass or membership selected is: (select one)

**GROUP PASSES**

(Discounted Rate for 2 Hour Period)

<b>Field Trip (2Hr)</b> <input type="checkbox"/> \$10/Participant	<b>Party/Event (2Hr)</b> <input type="checkbox"/> \$10/Participant	<b># Participants (Min 3)</b> *	<b>Total</b> \$	<i>*Use the TSC Group Attendance Sheet for subsequent visits</i>
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**COMMUNITY ORGANIZATION MEMBERSHIP**

(Discount Code = Community25)

<b>Payment</b>	<b>Per Individual</b>	<b># Participants (Min 3)</b>	<b>Total</b>	<b>Exp Date</b>
<input type="checkbox"/> Month-to-Month	<del>\$54</del> \$40.50/Month	*	\$	
<input type="checkbox"/> Paid In Full	<del>\$648</del> \$486/Year			

**PAYMENT AUTHORIZATION**

*One week prior to the scheduled arrival date a final headcount must be received, along with a signed TSC Group Agreement, and any applicable TSC Guest Agreements. Unless otherwise specified, the credit card (provided below) will be placed on file to be paid in full upon arrival. Each TSC location is Independently Owned and Operated. A reservation fee may be requested at management discretion.*

**Name on Card:** \_\_\_\_\_

**Billing Address:** \_\_\_\_\_

**Card #:** \_\_\_\_\_

**Exp. Date:** \_\_\_\_\_ **CVV:** \_\_\_\_\_

I/We agree to provide a valid form of payment at the time of our visit. **Initials:** \_\_\_\_\_

**COUNTY or STATE FUNDING (If applicable)**

<b>Case Manager Name</b>	<b>Phone Number</b>	<b>Email</b>	<b>County/Company</b>
	(    )		

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

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## TSC Austin GROUP Member/Pass Holder Agreement & Waiver

### 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. Monthly dues for the following month, along with authorized member charges will be collected electronically on the 1st of the month, unless previously paid by other means. All members must provide Electronic Funds Transfer information required above. If we are unable to collect payment electronically, the member will be notified, and payment must be made by other means, no later than the 10th day of the month to maintain membership privileges.

- I understand that Membership dues are not subject to applicable state sales tax.
- I understand that monthly agreements automatically renew on a month-to-month basis until cancelled by the member in writing and giving a 30-day notice.
- I understand that my account will be charged for any programs and services not paid at the time of registration.
- Dues must be current at all times or membership will be suspended or terminated.

1. **PROVISIONS.** The Sensory Club Austin will provide our unique sensory gym and private multisensory environments for children and adults of all ages and disabilities to assist in their exploration of their sensory needs. The Sensory Club Austin 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 Austin 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 Austin will rely on the foregoing warranty in issuing the membership; 2) The Sensory Club Austin 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 Austin shall not be subject to any claim, demand, injury whatsoever on account of The Sensory Club Austin's evaluation or interpretation of such fitness assessment or similar testing. 5) The Sensory Club Austin 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 Austin or any activity or function operated, arranged, or sponsored by The Sensory Club Austin. 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 Austin facilities or participation in, The Sensory Club Austin, activities operated, arranged, or sponsored by The Sensory Club Austin 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 Austin 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 Austin, 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 Austin 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 (Group Member/Group Pass Holder)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name (Responsible Party)**

\_\_\_\_\_  
**Signature (Responsible Party)**

\_\_\_\_\_  
**Relationship**

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**For Office Use Only**

WL    Mailchimp    Scanned    Shred CC    \_\_\_\_\_

Initials Received: \_\_\_\_\_

Initials Completed: \_\_\_\_\_

(FT) FIELD TRIP PASS    (EV) EVENT PASS

(CO) COMMUNITY ORG MEMBERSHIP    Mo2Mo /  PIF   Exp: \_\_\_\_\_    Discount Code: COMMUNITY25

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