



PARTICIPATION WAIVER

Participant First Name

Participant Last Name

Address

Telephone Number

Email Address

Emergency Contact

Contact Telephone Number

I, the undersigned ("Participant"), in consideration for attending a class or other activity at the Sensory Beans LLC facility ("Sensory Beans") agree to the following:

WAIVER OF LIABILITY

Participant understands that there is an inherent risk that use of the Sensory Beans' facilities and services may result in injury, including, without limitation, injury related to the COVID-19 pandemic. Sensory Beans is following all available and applicable health and safety guidelines during this unprecedented public-health crisis. However, despite its efforts, Sensory Beans cannot guarantee that you will not contract the virus at Sensory Beans' facilities.

Being fully aware of these dangers and risks, Participant, on my own behalf and on behalf of my child and our respective heirs, administrators, executors and successors, and assigns, hereby covenant not to sue, and forever release and hold harmless Sensory Beans and its officers, directors, employees, contractors, volunteers or agents from all liability for any and all damages or injuries suffered while under the instruction, supervision or control of Sensory Beans, including, without limitation, those damages or injuries resulting from acts of negligence on the part of Sensory Beans and its officers, directors, employees, contractors, volunteers or agents and also including, without limitation, injuries that were sustained because of my own negligence and injuries suffered related to the COVID-19 pandemic. Participant agrees to specifically assume all risk of injury for Participant and children attending an event at Sensory Beans and hereby waives any and all claims or actions that may arise against Sensory Beans or its officers, directors, employees, contractors, volunteers or agents as a result of such injury.

Participant agrees to comply with all laws, regulations, codes, rules, and other directives of any municipality or governmental authority, including but not limited to the United States, the State of New York, Nassau County, and the Town of Hempstead, including New York State and CDC requirements for COVID-19 safety.



## PARTICIPANT PROMISES/ACKNOWLEDGEMENTS

Within the last fourteen days of each class in which my child participates:

1. No members of my household, including myself, have experienced symptoms of fever, extreme fatigue, difficulty breathing, dry cough, or any other symptoms associated with COVID-19, nor have we been diagnosed with COVID-19.
2. No members of my household, including myself, have traveled by sea or air, nationally or internationally, nor did we visit any area within the United States that is reported to be highly affected by COVID-19.
3. To the best of my knowledge, no teachers or students in my child's class at school have been diagnosed with COVID-19.

I confirm that my child has been fever-free for a minimum of 24 hours prior to the start of this class or activity.

I hereby further acknowledge the following:

1. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious.
2. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and in the air. People reportedly can be infected and show no symptoms and, therefore, spread the disease. There is no known treatment, cure, or vaccine for COVID-19.
3. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death.
4. Sensory Beans cannot prevent me or my child from becoming exposed to, contracting, or spreading COVID-19 while visiting Sensory Beans or participating in any programs and activities, nor can it prevent the presence of the disease. I may be exposing myself, my child, other family members, and/or other persons to COVID-19, increasing the risk of contracting and/or spreading COVID-19.

I have read and understood the statements and the warning concerning COVID-19 above and accept the risk of being exposed to, contracting, and spreading COVID-19 for myself, my child, other family members, and/or any other persons.

I have read the Participation Waiver thoroughly and understand the terms.

Printed name: \_\_\_\_\_

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

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