



# STEM is Power..

to innovate, create, and discover!

LIABILITY WAIVER AGREEMENT Safety and Waiver Release I AGREE to follow all rules and regulations of The STEM Shoppe, LLC (the "Company") while in or about the premises or while using any facilities or equipment on the premises, or participating in any program affiliated with the Company without respect to such location, and understand and agree that I may be expelled at any time, with no refund of any monies paid, for failure to abide by such rules and regulations. 1. I understand that activities at the facility, including participation in programs or classes, can involve movement or materials that create risk. I understand and agree that there are risks of significant injury to my minor child, whether caused by the minor child or someone else, in their use of or presence on the Company's premises. I hereby assume full responsibility for and risk of bodily injury, property damage or loss, regardless of severity, that I or my minor child may sustain from my or my minor child's presence in, upon, or about the facility, or participating in any program affiliated with the Company without respect to location, except for any injury, damage or loss that is caused by the Company's gross negligence. 2. I, for myself, my spouse, and my minor child, hereby fully release, waive, discharge, and covenant not to sue the Company, and agree to indemnify and save and hold harmless, the Company and its operating facilities, their respective owners, officers, directors, members, volunteers, employees or agents (collectively, the "Released Parties") and each of them from any and all claims for injuries, damages or loss that I or my minor child may have or which may accumulate to me or my minor child from my and/or my minor child's presence in, upon, or about the facility, or participating in any program affiliated with the Company without respect as to location, except for any injury, damage, or loss that is caused solely by the Company's gross negligence. 3. I acknowledge that the Company, and its owners, directors, officers, volunteers, representatives, an agents are not responsible for the errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of the Company. 4. I further expressly agree that the foregoing assumption of risk, release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Utah and if any portion hereof is invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. 5. Permission to Secure Treatment. In the event of an emergency, I authorize the Company to secure treatment from any licensed hospital, physician, or medical personnel deemed necessary for my or my child's immediate care, and agree that I will be responsible for the payment of all medical services delivered. 6. Use of Photographic Images. The Company would like to use the images of participants that are taken during any program or class for marketing purposes. I hereby grant permission to use my, or my minor child's, voice and/or my picture in any broadcast, promotion, advertising, promotion for marketing purposes. 7. Right to Decline. The Company reserves the sole and exclusive right to decline participation to anyone for any reason, not prohibited by law. The Company also reserves the right to remove any child and/or guardian for disruptive and/or inappropriate conduct, determined by the sole and absolute discretion of the Company. I, the undersigned, being the parent or legal guardian of the minor child, have read and voluntarily signed this assumption of risk, release, waiver and indemnity agreement. I further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made. DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE AGREEMENT. THIS AGREEMENT CONTAINS A WAIVER AND RELEASE.

Child's Name: \_\_\_\_\_

Parent Full Name: \_\_\_\_\_

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

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