

## Disclaimer and Rule Acknowledgement Form at Progressive Steps Inc

- I acknowledge PROGRESSIVE STEPS INC is **not** a childcare center and DOES NOT provide child or daycare services.
- A Release of Liability, Disclaimer, Rules Acknowledgment form, Consent for Participation, and Facility Waiver must accompany each admission.
- I acknowledge and agree services and equipment has been inspected before use by me, my heirs, personal representative, next of kin and found by us to be suitable for its use and participation.
- I acknowledge and forever release and promise not to sue Progressive Steps Inc, its Board, officials, agents, employees, volunteers, and/or any other person or company in and way associated with Progressive Steps Inc to the maximum extent allowed by law, from any and all liability, claims, demands, damages or any other legal responsibilities in any way related to the use of services, equipment, events, participation, and facilities of Progressive Steps Inc. This release includes but not limited to any and all claims foreseeable and unforeseeable relating to emotional, physical or other injury, death, or damage to property and any and all claims relating to negligence or negligent supervision, instruction, hiring, inspection, maintenance, etc.
- I assume full responsibility for any and all risk known and unknown of bodily injury, death, property, and damage to me due to the negligence of Progressive Steps Inc to the maximum extent allowed by law, while in, around, on the premises of Progressive Steps Inc or any other program affiliated, sponsored by with Progressive Steps Inc rather injury, harm, death, damages occurred on or off site location.
- I acknowledge Progressive Steps Inc has off-site activities, outing, field trips, etc. and these rules, policies, agreements, waiver, release applies to all field trips, outings, and any and all other off-site activities, and/or where Progressive Steps Inc program, activities, services, business takes place.
- I acknowledge that from time to time photos and audio or video recordings will be taken of participants, members, adults and children. these photos will be used for but not limited to promotional, fundraising, educational, marketing, advertising, publication, etc. These photos may be used on, but not limited to Progressive Steps Inc website, newsletter, in-house posters, flyers, television, newspaper print, etc. With my signature below I consent to the photos/images, audio and video recordings and their use. I hold harmless and release Progressive Steps Inc, their officers, directors, employees, and any and all other persons or company involved from any liability in connection with the taking, recording, publication of photos, computer and non-computer images, audio/video recordings of myself, next of kin, and my child. I waive all rights to any claims for payment or royalties in the connection with any publication, televised, exhibition, sound bites or any and all other publications of these materials. I also waive my rights to inspect, approve, discuss any audio, photo, video, film taken by Progressive Steps Inc or person, company or entity designated by Progressive Steps Inc.
- The indoor playcare time/area is a parent or guardian supervised area.
- NO children under the age of 4 will be at facility without parent/guardian supervision of a responsible adult, age eighteen years or older.
- Children supervised by parent/guardian must **always** be accompanied into the restrooms and all play areas by parent and/or guardian.
- Adults and children will be respectable to one another at all times.
- NO PROFANITY
- NO PUSHING, SHOVING, ROUGH-AND-TUMBLE PLAY OR FIGHTING
- Equipment will be used in the way in which it is designed to be used at all times.
- NO birthday parties/celebrations at the facility without reservation.
- NO food or drink of any kind, including candies and gums are allowed in the facility without the prior approval of Progressive Steps Inc lead staff. Food provided by the facility shall be kept and eaten only in food designated areas.
- NO weapons, of any kind, rather licensed to carry or not will be permitted in or around the facility.
- NO SMOKING, this includes but not limited to cigarettes, e-cigarettes, vapes etc. will be permitted in or around the facility.
- Parents are expected to follow and enforce rules.
- Parents and children not following facility rules be asked to leave immediately. NO EXCEPTIONS

I intend that this Disclaimer and Waiver be as broad and inclusive as permitted by law and that if any portion of this Waiver should be deemed invalid, the remainder will continue in full force and effect. I also intend that this Waiver will remain in full legal force and effect forever, regardless of whether my child's admission ends.

I have read and understand this Waiver and Rule Acknowledgement form in its entirety and sign voluntarily and entirely of my own free will. I further agree that no oral representations, statements, or inducements apart from the foregoing Waiver have been made.

\_\_\_\_\_  
Parent/Guardian Name

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Child's Signature

\_\_\_\_\_  
Date

Additional children and their signature may be place below

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

\_\_\_\_\_  
Child's Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Child's Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Child's Signature

\_\_\_\_\_  
Date



## RELEASE OF LIABILITY, WAIVER AND CONSENT OF PARTICIPATION FORM

I completely acknowledge, understand, and agree that there can be risk, dangers, and hazards involved while here at Progressive Steps Inc facility such as, but not limited to equipment, services, and activities. I further acknowledge, understand, and agree that my child may be subjected to physical and emotional stress, communicable diseases, and other unanticipated physical and emotional events. I expressly agree and authorize my child's participation in all activities, use of equipment, and services while at Progressive Steps Inc and any and all program field trips and outings that are away from the facility while at Progressive Steps Inc. My child, being a minor, I assume on their behalf all risks associated with their participation at Progressive Steps Inc. I hereby agree to release and hold harmless Progressive Steps Inc, its agents, officers, directors, employees, and volunteers from any and all liability, damages, loss, actions, demands and claims that are arise now or hereafter arise from my child's participation in their activities while at Progressive Steps Inc including sponsored or in connection by or with Progressive Steps Inc. Furthermore, I do hereby forever release, indemnify, discharge, hold harmless and will defend Progressive Steps Inc from any such injuries, damages, claims, actions, demands or causes of action, and costs, including but not limited to medical fees, attorney fees, etc. This release is intended to be binding (in no certain order) my personal representatives, heirs, or executors. The terms of this Release of Liability are to be governed by and construed under the laws of Oklahoma. In the event any term or provision of the Release of Liability is found to be unenforceable or void, in whole or in part, the term or provision concerned shall be construed as valid and enforceable to the maximum extent permitted by law, and the balance of the Release of Liability shall remain in full force and effect. I further agree that any controversy, dispute, or claim arising out of or related to this release which the parties are unable to resolve by mutual agreement, shall be settled exclusively by submission by either party to binding arbitration in Oklahoma County before a single arbitrator in accordance with the rules of the American Arbitration Association then in effect. I certify that to my knowledge my child's health condition is in normal order and is capable by any means to safely participate in the educational, recreational, and athletic programs offered at and by Progressive Steps Inc. In the instance that an injury should occur while participating in activities or programs offered at or by Progressive Steps Inc, I authorize Progressive Steps Inc to provide and/or arrange for emergency and non-emergency medical treatment and provide or arrange for the transportation of my child to the nearest medical facility. Furthermore, I give Progressive Steps Inc and medical personnel permission to administer medical treatment should my child suffer from any injury while involved in any activities at Progressive Steps Inc. I acknowledge and understand, Progressive Steps Inc does not carry medical insurance for their members, therefore it will be my responsibility to pay all bills associated with such action when and if it should occur. I further recognize and agree that when and if my child is at Progressive Steps Inc outside normal hours of admission that Progressive Steps Inc is not responsible for my child.

I agree that I have inspected Progressive Steps Inc facility, premises, program, activities, and equipment and that I find them to be safe for my participation and use. I make this acknowledgement and agreement for myself, my heirs, assignees, next of kin, personal representatives, and my child.

I understand and agree that my execution of this Release on initial admission/visit date will authorize Progressive Steps Inc to enter this Release into their database/file and use it as a continuous, multi-use Release. I acknowledge, understand, agree and authorize Progressive Steps Inc to use the Release until such time as I revoke it in writing.

I give permission for my child to access and use computers and the internet for educational-appropriate purposes.

I understand and acknowledge from time to time audio and video programming will be used for educational-appropriate, entertainment-purposes, and as teaching tools that may on occasion not always be rated PG. I understand that I will be informed when and if this should occur, I agree and give permission for my child to listen and view such audio and video programming.

I have read and understand this on-site Consent and Release of Liability form in its entirety and sign voluntarily and entirely of my own free will.

Name of Participant/child: \_\_\_\_\_

Child's Signature: \_\_\_\_\_

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

Name of Participant/child: \_\_\_\_\_

Child's Signature: \_\_\_\_\_

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

Name of Participant/child: \_\_\_\_\_

Child's Signature: \_\_\_\_\_

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

Name of Participant/child: \_\_\_\_\_

Child's Signature: \_\_\_\_\_

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

Parent/Guardian Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

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

