S.T.E.P.S.

Participant Waiver Release and Assumption of Risk

Starting Together Early Promotes Success | 322G Wanaque Avenue | Pompton Lakes NJ 07442

Please read carefully. This agreement affects legal rights. It applies to the participant named below while attending open play, birthday parties, classes, crafts, music, sensory activities, movement activities, special events, or other programs at S.T.E.P.S. (collectively, the Activities).

Participant Information

Participant full name _____	**Date of birth** _____
Parent or legal guardian _____	**Phone** _____
Email _____	**Visit or event date** _____

Waiver period: ☐ This visit or event only ☐ All visits and activities for 12 months from the signature date

Agreement

1 Activities and inherent risks I understand that active and indoor play can involve climbing, running, jumping, balancing, dancing, crafts, sensory materials, toys, play equipment, contact with surfaces, and interaction with other children and adults. Risks may include falls, collisions, cuts, bruises, sprains, fractures, allergic reactions, illness exposure, choking, property damage, serious injury, disability, or death. Some risks cannot be eliminated even when reasonable care is used.

2 Voluntary participation and assumption of risk I voluntarily allow the participant to take part in the Activities. I accept and assume the known and unknown risks that are inherent in the Activities and the premises, including risks caused by the participant, other guests, or misuse of equipment.

3 Supervision and conduct During open play, birthday parties, and other parent-supervised events, I am responsible for actively supervising the participant at all times. I will follow posted rules and staff directions, ensure age-appropriate and safe use of equipment, and stop participation if a condition appears unsafe. For a program expressly identified by S.T.E.P.S. as staff-supervised or drop-off, supervision will be provided only during the scheduled program period. I remain responsible for timely drop-off and pickup and for providing accurate health and emergency information.

4 Health and allergies I represent that the participant is able to participate safely. I will disclose relevant allergies, medical conditions, developmental or behavioral needs, and activity restrictions. I will not bring the participant when the participant has a fever, vomiting, diarrhea, a contagious illness, or another condition that may endanger others. S.T.E.P.S. may restrict or end participation when safety or health concerns arise.

5 Rules and property I understand that food, drinks, decorations, craft supplies, and personal items brought onto the premises remain my responsibility. I am responsible for damage caused by intentional misconduct, unsafe behavior, or violation of facility rules by me, the participant, or guests under my supervision. S.T.E.P.S. is not responsible for lost, stolen, or damaged personal property except to the extent required by law.

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6 Emergency care authorization If I cannot be reached promptly in an emergency, I authorize S.T.E.P.S. staff to call 911 and obtain reasonable emergency medical care for the participant. I understand that S.T.E.P.S. does not guarantee medical treatment and that I am responsible for costs charged by medical providers or emergency services.

7 Release of claims To the fullest extent permitted by New Jersey law, I release and hold harmless Starting Together Early Promotes Success, S.T.E.P.S., and their owners, members, employees, contractors, agents, landlords, and representatives from claims for personal injury, illness, death, or property loss arising from participation in the Activities or use of the premises, including claims based on ordinary negligence. This release does not apply to gross negligence, reckless or intentional misconduct, or any right that cannot legally be waived.

8 Responsibility for claims To the fullest extent permitted by law, I agree to reimburse and hold the released parties harmless from third-party claims, losses, or reasonable expenses caused by my or the participant's intentional misconduct, violation of facility rules, or material breach of this agreement. This section does not require me to protect any party from that party's gross negligence, reckless conduct, or intentional misconduct.

9 New Jersey law and severability New Jersey law governs this agreement. If any provision is held invalid or unenforceable, the remaining provisions will continue to the fullest extent permitted by law. This agreement may be signed electronically, and an electronic signature or copy will be treated as an original.

Emergency and Medical Information

Emergency contact name _____	**Relationship** _____
Emergency contact phone _____	**Pediatrician or physician phone** _____

Allergies medical conditions restrictions or accommodations

_____

_____

Optional Photo and Video Permission

Choose one. Your choice does not affect participation.

☐ **YES** I permit S.T.E.P.S. to photograph or record the participant and use the images or recordings, without compensation, for its website, social media, printed materials, and lawful promotional purposes. I understand that names will not be used unless separately authorized.

☐ **NO** I do not permit S.T.E.P.S. to use identifiable photographs or recordings of the participant for promotional purposes.

Acknowledgment and Signature

I certify that I am at least 18 years old and am the participant's parent or legal guardian, or otherwise have legal authority to sign. I have read this entire agreement, understand that I am giving up certain legal rights, had the opportunity to ask questions, and sign freely and voluntarily.

Parent or legal guardian printed name _____	**Relationship to participant** _____
Parent or legal guardian signature _____	**Date** _____

For S.T.E.P.S. use only: Staff initials _____ Waiver received _____ Notes _____