

CHILDCARE / KIDS CARE LIABILITY WAIVER & PARENTAL CONSENT AGREEMENT

Storm Fitness LLC d/b/a Storm Wellness Club (“Company”)

CHILDCARE WAIVER

This Childcare / Kids Care Liability Waiver and Parental Consent (“Agreement”) is entered into by the undersigned Parent or Legal Guardian (“Parent”) on behalf of the minor child (“Child”) for participation in the Kids Care program provided by **Storm Fitness LLC d/b/a Storm Wellness Club** (“Company”).

By signing below, Parent acknowledges and agrees as follows:

1. Assumption of Risk

Parent acknowledges that participation in supervised childcare activities may involve inherent risks, including but not limited to: accidental injury, falls, allergic reactions, interactions with other children, or exposure to communicable illnesses. Parent voluntarily assumes, for both Parent and Child, all risks associated with participation in Kids Care while Child is present on the premises.

2. Release of Liability

To the fullest extent permitted by law, Parent hereby releases, discharges, and holds harmless **Storm Fitness LLC d/b/a Storm Wellness Club**, its owners, officers, directors, employees, agents, independent contractors, insurers, and affiliated entities from any and all claims, demands, actions, causes of action, damages, losses, injuries, medical incidents, or liabilities arising from Child’s presence or participation in Kids Care, whether caused by negligence, omission, or otherwise.

3. No Medical Treatment / No Medication Administration

Company and its staff do not provide medical treatment, medical evaluation, or medication administration of any kind. Parent acknowledges that, if a Child requires the possession of an Epi-Pen or other emergency medication, it is solely the Parent’s responsibility to ensure such medications are properly available and accessible, and that Company personnel are not required and will not administer any medication.

4. Illness and Health Requirements

Child may be refused entry or removed from the Kids Care area at the sole discretion of Company if Child exhibits symptoms of illness, including but not limited to fever, flu-like symptoms, cough, vomiting, contagious conditions, or any health condition deemed unsafe to staff or other participants. No refunds or credits are required for denied entry due to illness.

5. Parent Must Remain Onsite

Parent expressly agrees that Parent must remain physically on the premises of the facility at all times while Child is checked into Kids Care. If Parent leaves the premises, Company may immediately remove Child from the program and assess additional fees, including late pick-up fees, at Company's discretion.

6. Property and Personal Items

Company is not responsible for lost, damaged, or stolen personal items belonging to the Child or Parent.

7. Indemnification

Parent agrees to indemnify, defend, and hold harmless **Storm Fitness LLC d/b/a Storm Wellness Club** from any claim, loss, liability, damage, judgment, cost, or expense (including attorneys' fees) arising from Child's participation in Kids Care, or from any claim asserted by or on behalf of Child.

8. Emergency Contact & Medical Disclosure

Parent agrees to disclose all relevant health information including allergies, medical conditions, and emergency contact details. Parent authorizes Company to obtain emergency medical assistance for Child if deemed necessary, with all resulting costs, medical bills, or charges being solely the responsibility of Parent.

9. Behavioral Policy

Company reserves the right, in its sole discretion, to remove any Child whose behavior is disruptive, unsafe, or otherwise interferes with operations, safety, or the wellbeing of other children or staff.

10. Membership Requirement

Kids Care services are available only to active members of Storm Wellness Club. Use is subject to all applicable Kids Care rules, access limitations, scheduling, and capacity restrictions.

11. Fees & Add-Ons

Parent acknowledges that standard Kids Care usage is limited to two (2) hours per day, four (4) days per week, billed as a monthly add-on. Additional time may be purchased only if available and may be billed at the Company's current hourly rate.

12. Governing Law / Venue

This Agreement shall be governed by the laws of the State of Michigan. Any dispute shall be brought exclusively in the state or federal courts located in **Wayne County, Michigan**.

13. Acknowledgment

Parent represents that Parent is legally authorized to sign this Agreement on behalf of the Child and agrees that this Agreement is binding upon Parent, the Child, and their heirs, successors, and assigns.

SIGNATURE

Parent/Guardian Name: _____

Signature: _____

Date: ____ / ____ / ____

Child Name: _____

