



WAIVER / RELEASE / ASSUMPTION OF RISK / INDEMNIFICATION AGREEMENT

The Motor Home/Recreational Vehicle **2023 Thor Motor Coach Freedom Elite 22 HEF, VIN 1FDWE3FN6PDD33513**, has been manufactured according to all state regulations and designed to provide a safe, comfortable indoor space for adults and children. In addition, the inside of the Motor Home/ Recreational Vehicle has been child-proofed including corners, kitchen equipment, and elevated surfaces. While inside the Motor Home/Recreational Vehicle, each child will be with a therapist one-on-one at all times, including transferring to and from daycare, and will be signed out and signed in upon return on-premises. Motor Home/ Recreational Vehicle will be parked at the closest parking spot to the daycare entrance and will be visible to outside cameras. There will be 24/7 camera recordings inside the Motor Home/Recreational Vehicle to provide additional security for children and therapists. **Even though Speech Therapy sessions inside of the Motor Home/Recreational Vehicle are not in any way health or life threatening activities, typical every day hazardous situation may arise as in any activity involving children, such as slips, falls, and bumps. In the case of such incident involving a child inside the Motor Home/Recreational Vehicle, he/she will be immediately assisted, brought to the daycare and the parent will be contacted. In emergency situations, if the parent cannot be contacted, one of the speech therapists will reach out to the pediatrician for medical assistance, if needed. Under no circumstances a child will be left unattended inside or in the proximity of the Motor Home/Recreational Vehicle. While child is under the care of Speech Therapists from Logoped LLC, he/she is not covered by the care of STEPS TO SUCCESS VII for the duration of the absence from premises.**

1. In consideration of the risk of injury that exists while participating in SPEECH-LANGUAGE THERAPY IN MOTOR HOME (**Activity**) and in consideration of my desire to participate in said activity and being given the right to participate in same; I HEREBY, for myself, my heirs, executors, administrators, assigns or personal representatives (hereinafter collectively, "Client", "I" or "me", which terms shall include parents or guardians if a Client is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action related to personal injury arising out of my participation in any/all activity and physical presence inside the Motor Home.
2. I HEREBY release and forever discharge LOGOPED LLC (Releasee), located at 14 Aidan Lane, Jackson, New Jersey 08527, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, successors, and assigns, from any claim to physical injury that I may suffer as a direct result of my participation in the aforementioned **Activity**.
3. I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS

ACTIVITY, WHICH MAY INCLUDE BUT ARE NOT LIMITED TO: PHYSICAL INJURY AND PAIN. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS NEGLIGENCE, AND CONDITIONS RELATED TO THE ACTIVITY. NONETHELESS, I ASSUME ALL RELATED RISKS BOTH KNOWN AND UNKNOWN TO ME ARISING FROM MY PARTICIPATION IN THIS ACTIVITY.

4. I FURTHER AGREE to indemnify, defend and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs.
5. I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, acts or failure to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or treatment, I authorize Logoped LLC to arrange for any available to Releasee emergency medical care necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. **I am aware and understand that I should carry my own health insurance.**
6. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Logoped LLC, their staff, their independent contractors, and/or employees, other clients, and their families ("Releasees") with respect to any and all illness, disability, or loss or damage to person or property, whether arising from the negligence of Releasees or otherwise, to the fullest extent permitted by law.
7. FOR PARTICIPANTS OF MINORITY AGE (under age 18 at the time of service) This is to certify that I, as parent/guardian, with legal responsibility for my child/ward, have read and explained the provisions in this waiver/release to my child, including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against any injury or personal harm. Furthermore, my child understands and accepts these risks and responsibilities to the extent possible taking into account age and disability. I for myself, my spouse, and child do consent and agree to the release provided above for all the Releasees. I for myself, my spouse, and child do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my child's presence at Logoped LLC, even if arising from the Releasees' negligence, to the fullest extent provided by law.

I have read this release of liability and assumption of risk agreement. I fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement. I was advised by Logoped LLC to review this Agreement with a legal counsel of my choice prior to signing.

Name of client: _____ Date: _____

Name of guardian: _____ Signature of guardian: _____

Pediatrician's Name: _____ Pediatrician's Contact: _____