

Child's Name _____ Date of Birth: _____

Home Address: _____ Home Phone: _____

Mother's Name: _____ Father's Name: _____

Mobile Phone: _____ Mobile Phone: _____

Email Address: _____ Emergency Contact: _____

Allergies or Other Medical Conditions: _____

I, the parent/guardian of the participant and/or the participant agree and understand that attending any activities at Children of the Sound LLC and INC and Swim & Play LLC and INC in Connecticut and Tennessee facilities during any Program, my child/me will be involved in activities including, but not limited to, swimming, indoor and outdoor games, birthdays playgroups, art activities, and numerous other physical activities, any of which may result in injury or illness.

I hereby release and indemnify Children of the Sound, LLC, Children of the Sound Wallingford, LLC ("Gaurvi Hospitality") ("Children of the Sound Swim & Play"), Children of the Sound Tennessee, LLC, Marriott International, Marriott International Clarion Partners, SpringHill Suites by Marriott Nashville Vanderbilt West End, Residence Inn by Marriott Vanderbilt West End, SpringHill SMC, LLC, Residence Inn by Marriott LLC, Ace Hospitality, Inc., Sage Hospitality Inc., Nashville Airport Courtyard by Marriott Nashville Airport Courtyard by Marriott, its owners, officers, employees, volunteers and agents from any and all liability, claims, demands, and causes of action whatsoever, arising out of or related to any loss, damage, or injury, that may be sustained by the child attending any program at Children of the Sound, LLC, Children of the Sound Wallingford, LLC ("Gaurvi Hospitality")("Children of the Sound Swim & Play"), Children of the Sound Tennessee, LLC, or at any facility utilized by at Children of the Sound, LLC, Children of the Sound Wallingford, LLC ("Children of the Sound Swim & Play"), Children of the Sound Tennessee, LLC, to a program.

I give permission for my child to be given any necessary first aid procedures by the personal of all the entities mentioned above in the event of an accident, illness or personal emergency. I give permission for my child to be transported, if necessary, by a local emergency vehicle (ambulance, fire or police), taken to any appropriate medical facility and to receive medical treatment at that facility. I understand every effort will be made to contact the parents/guardians immediately in an emergency. If unable to do so, I grant persons associated with this entities the power to determine what medical treatment is reasonably necessary. I know that any expenses incurred through transportation and medical treatments are the responsibility of the parents / guardians of the child.

I hereby grant to the entities mentioned above the right to photograph my dependent and use the photo or other digital reproduction for publication processes, whether electronic, print, digital or electronic publishing via the Internet.

I agree to read, understand and adhere to the at, Children of the Sound Tennessee, LLC, policies and procedures, including at, Children of the Sound Tennessee, LLC agreements with parents, as outlined in our Policies and Procedures, as may be amended.

By signing this waiver, I am promising that I have read and agreed to the contents of the waiver.

COVID-19 WAIVER AND RELEASE

Please read carefully before signing. This is a release of liability and waiver of legal rights. COVID-19 (“C19”) is a worldwide pandemic with potentially lethal consequence that requires every person to be more responsible than in the past.

In consideration for Children of the Sound TN, LLC DBA Swim and Play Nashville (the “Owner”) permitting me and/or one or more minors for whom I am responsible (the “Minor”) to participate in any day camps, early childhood development, sports, and/or use the swimming pool, and other amenities (individually and collectively the "Amenities") owned or operated by the Owner, on behalf of myself and the Minor(s) I hereby agree as follows:

- 1. USE OF AMENITIES. I acknowledge that I and/or the Minors will use the Amenities and agree that I will comply (and cause each Minor to comply) with all governmental laws, regulations, rules, and orders and all rules adopted by the Owner that apply to the use of the Amenities including those that involve or relate to COVID-19, such as social distancing, handwashing, and wearing masks.
- 2. ASSUMPTION OF RISKS. I acknowledge that the use of the Amenities has inherent risks, hazards, and dangers which include, without limitation, exposure to and infection with or from COVID-19. ON BEHALF OF MYSELF AND EACH MINOR, I HEREBY ASSUME AND ACCEPT ALL OF SUCH RISKS.
- 3. RELEASE. On behalf of myself and each Minor and my or our heirs, successors, executors, representatives, assigns, and subrogees, I hereby (a) KNOWINGLY, INTENTIONALLY, IRREVOCABLY, AND UNCONDITIONALLY WAIVE, RELEASE, AND DISCHARGE the OWNER, their respective affiliates, parents, and subsidiaries and their respective shareholders, members, managers, officers, directors, agents, employees, successors, and assigns (the “Released Parties”) of and from any and all damages, claims, demands, obligations, liabilities, losses, and expenses (including, without limitation, attorneys' fees) of any kind or nature whatsoever arising out of or related to the use of the Amenities by me or by any Minor related to me and any illness, injury, or disease resulting therefrom, including COVID-19 and (b) waive all relief, whether legal or equitable, that I or any Minor may be entitled to seek from any of the Released Parties including, without limitation, compensatory damages, punitive damages, attorneys' fees, expenses and costs. I will indemnify Owner for any claims asserted on behalf of Minor against the Release Parties.
- 4. GENERAL. I represent that I have full right, power, capacity, and authority to sign this Waiver and Release and to bind myself and any Minors to its terms. This C19 Release is in addition to all other Agreements between the Owner and I. This Agreement shall be enforced according to Tennessee law. If enforcement is necessary, the prevailing party shall be awarded its attorneys’ fees and expenses. Jurisdiction and venue are only appropriate in Davidson County, TN.

I CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGNED THIS COVID-19 WAIVER AND RELEASE.

Signature: _____

Minor(s) for whom the Individual is responsible

Print Name: _____

Minor #1: _____

Telephone/E-mail: _____

Minor #2: _____

Date: _____

Minor #3: _____