

RELEASE AND DISCHARGE AGREEMENT

THIS RELEASE AND DISCHARGE AGREEMENT ("Agreement"), is entered into by and between The Sandbox Children's Museum Inc., its employees, directors, officers and agents (collectively the "Sandbox") and _____ ("Parent").

WHEREAS, Parent is the parent or legal guardian of a minor child or children ("Child"),

WHEREAS, Parent desires his or her child or children be allowed to attend and participate in the Parent's Night Out-Kid's Night In Program (the "Program") at The Sandbox-An Interactive Children's Museum at Hilton Head Island, South Carolina and organized and supervised by the Sandbox.

WHEREAS, as part of the consideration for Sandbox supervising Child at the Program, this Agreement is executed by Parent for the benefit of Sandbox and to induce Sandbox to allow Parent's Child to attend the Program.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This document shifts all the risks and liabilities associated with the participation by Child in the Program to Parent. It is essential for the Child's own safety and welfare and that of his/her family, that this Agreement is carefully read and understood by the Parent before it is executed. This Agreement is a contract and is enforceable in a court of law and/or equity.

2. The Parent is releasing the Sandbox from liability and the Parent is releasing the Sandbox from any duty of care it owes to the Child.

3. Child and Parent understand, acknowledge, accept and assume all the risks inherent in the Program and accepts full responsibility for any and all liabilities, damages, claims, demands, losses or expenses (including reasonable attorneys fees) caused by any incident occurring during the Program or in any way related to the Program and asserted against the Sandbox by Parent or Child or any third party. Further, the Parent assumes full responsibility for any and all liabilities, damages, claims, demands, losses or expenses incurred by the Parent due to Child's participation in the Program and fully and completely releases Sandbox from any and all liability.

4. The Parent and Child hereby forever **RELEASE AND DISCHARGE** the Sandbox from all liabilities, damages, claims, demands, losses, expenses or causes of action that the Parent or Child may have for injuries and/or damages arising out of their participation in the Program including, but not limited to, losses **CAUSED BY THE PASSIVE OR ACTIVE NEGLIGENCE OF THE SANDBOX OR HIDDEN, LATENT, OR OBVIOUS DEFECTS OF THE PROGRAM OR ANY EQUIPMENT USED IN THE PROGRAM.**

5. The Parent and Child further agree that **HE/SHE WILL NOT SUE OR MAKE A CLAIM** against the Sandbox for damages or other losses sustained as a result of their participation in the Program. The Parent also agrees to **INDEMNIFY AND HOLD THE SANDBOX HARMLESS** from all claims, judgments and costs (including reasonable attorney's fees) incurred in connection with any action brought by any party as a result of or related to Child's participation in the Program.

6. As part of the consideration for inducing Sandbox to provide the Program, **THE PARENT OR CHILD OR ANY OTHER PERSON ON HIS/HER BEHALF HEREBY PROMISES AND COVENANTS NOT TO COMMENCE LEGAL PROCEEDINGS AGAINST SANDBOX FOR ANY CAUSE OF ACTION OR CLAIM WHATSOEVER.**

7. The Parent and Child further acknowledge and agree that Child will be removed from the Program upon any improper conduct or incident as determined by the Sandbox solely at its discretion. Sandbox will immediately notify Parent that Child must be removed from the Program. Parent agrees to **IMMEDIATELY PICK UP AND REMOVE CHILD FROM THE PROGRAM UPON NOTIFICATION BY SANDBOX.**

8. The Parent further agrees to pay all charges associated with Child participating in the Program.

PARENT'S NIGHT OUT – KID'S NIGHT IN PROGRAM

(\$30 nightly fee; \$25 for Sandbox Members and \$25/additional sibling. Plus \$1/minute per Child after 9:00 pm.)

This Agreement is duly executed this _____ day of _____, 2009.

Child: _____ The Sandbox – An Interactive Children's Museum

By: _____ By: _____
Its: Parent / Legal Guardian Its: Executive Director

Signature of Parent/ Legal Guardian: _____

MEDICAL INFORMATION FORM

Child's Name _____ Gender: M F _____ Date of birth _____

Parent's Name _____ Local Address/Hotel: _____

Home Address _____ City/State _____ Zip _____

Cell Phone (_____) _____ Add'l. Emergency Contact Name/Phone _____

Local Phone or Location DURING Program _____

The following information must be validated by signature of child's parent or legal guardian.

Does this child have any physical disabilities? NO / YES (If yes, please explain.)

Does this child have a history of seizures? NO / YES (If yes, please give date of last seizure; recommendations/restrictions.)

Is this child physically and mentally able to participate in group activities? YES / NO (If not, please explain.)

Does this child require **SPECIAL CARE in terms of ALLERGIES, SPECIAL DIET, RESTRICTION OF ACTIVITY, or any other condition(s)**? YES / NO (If yes, please explain)

I certify that the information given above is true and correct in all particulars.

Signature of Parent / Guardian: _____ **Date:** _____

Please provide your e-mail address if you would like to receive our monthly e-blasts: _____