

# THE RETREAT AT PONTE VEDRA BEACH

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## THE WELL at THE RETREAT AT PONTE VEDRA BEACH

### SERVICES POLICIES & LIABILITY WAIVER

1. The Children's Well is a play area solely for clients participating in classes, groups, individual treatment at The Retreat at Ponte Vedra Beach, The Grove at the Retreat at Ponte Vedra Beach, and the Well at The Retreat at Ponte Vedra Beach; it is not childcare. The parent or guardian must remain on site at all times when the child is not enrolled in a class or service or an assigned babysitter is not present. The parent or guardian is responsible for overseeing and intervening as necessary to ensure the safety of the child when a babysitter is not present. Parents and guardians should familiarize themselves with the playway and its contents in order to provide the guidance needed for their child(ren). There will be no exceptions.
2. The Retreat at Ponte Vedra Beach encourages engagement and participation of the child(ren) in fitness classes designed for family interaction. If children do not participate in a portion of the fitness class, the parent or guardian may give consent for the child(ren) to remain in the playway for the duration of the activity. The parent or guardian is expected to complete the activity and/or remain on site for the duration. The parent or guardian is responsible for overseeing and intervening as necessary to ensure the safety of the child(ren). Parents and guardians should familiarize themselves with the playway and its contents in order to provide the guidance needed for their child(ren). There will be no exceptions.
3. An enrollment form and liability waiver must be completed and signed by a legal parent or guardian for each child prior to entering the playway for the first time. Only children eligible for participation may enter the playway.
4. If onsite babysitting is available, services must be reserved in advance and must coincide with other services at The Retreat at Ponte Vedra Beach and its divisions. Fee per hour is \$15.00/hour for the first child and \$10.00/hour for each additional child. Reduced fees may be granted for families with multiple children, please inquire with your provider or instructor.
5. You may drop your child off no earlier than fifteen (15) minutes before the Grove Class, groups, or individual treatment.
6. If your child is inconsolable for five (5) minutes or longer, a staff member may ask you to leave your activity to attend to your child.
7. Babysitting services, classes, clinical services do not include snacks (unless specifically designated) or diaper changes.
8. Food and beverages will not be allowed in the playway. Please alert the babysitter, teacher, provider if your child has any special needs.
9. Please make sure all of your child's belongings are clearly labeled with first and last names.
10. The Retreat at Ponte Vedra Beach is not responsible for lost or stolen personal property.
11. Disruptive or inappropriate behavior will be redirected and parents and guardians will be encouraged to intervene using a strength based approach. Safety risks cannot be managed in the playway and child(ren) will be temporarily be unable to utilize services in the playway. In these circumstances, you will be notified immediately.
12. To keep everyone healthy and safe, please do not bring your child if he/she is sick or has been exposed to any contagious illnesses within two (2) weeks prior to the class, group, individual treatment.
13. The Retreat at Ponte Vedra Beach will not administer medications.

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14. Each child will be released ONLY to the parent or guardian who brought him/her, unless pre-arrangements have been made by the parent or guardian to release the child to parent, guardian, responsible adult. An alternate pick up form will need to be completed and a copy of a government issued ID of the designated adult will need to be on file and shown at the time of the pick-up.
15. The Retreat at Ponte Vedra Beach reserves the right to refuse babysitting services to anyone at any time for any reason.

I acknowledge that if I am purchasing and will receive babysitting services provided through The Retreat at Ponte Vedra Beach or its divisions, it is at the sole risk of me and the child identified on the enrollment form (the "Child"). TO THE FULLEST EXTENT PERMITTED BY LAW, AND ON BEHALF OF MYSELF AND MY HEIRS, DEPENDENTS, SPOUSE/PARTNER OR OTHER NEXT OF KIN, REPRESENTATIVES, EXECUTORS, SUCCESSORS AND ASSIGNS, I HEREBY KNOWINGLY AND VOLUNTARILY AGREE – AND REPRESENT THAT I AM AUTHORIZED TO AGREE ON BEHALF OF THE CHILD AND HIS OR HER OTHER PARENT(S) OR GUARDIAN(S) – TO EXPRESSLY, FULLY AND FOREVER WAIVE, RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS (i) The Retreat at Ponte Vedra Beach, ITS MANAGERS, AGENTS, INSTRUCTORS, CONTRACT AND FULL-TIME EMPLOYEES, BABYSITTERS, REPRESENTATIVES, VOLUNTEERS, ADVISORS, SUBCONTRACTORS, SUCCESSORS, ASSIGNS, AND ALL OTHER PERSONS OR ENTITIES WHO HAVE ACTED, ACT OR WILL ACT ON BEHALF OF The Retreat at Ponte Vedra Beach, (ii) THE APPLICABLE PROPERTY OWNERS, (iii) OTHER PARTICIPANTS IN THE CLASS, GROUPS, INDIVIDUAL TREATMENT, AND (iv) OTHER PARENTS, GUARDIANS AND CHILDREN IN THE PLAYWAY AREA OR RECEIVING BABYSITTING SERVICES – COLLECTIVELY, THE "RELEASED PARTIES" – FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES, DEMANDS, ACTIONS, CAUSES OR RIGHTS OF ACTION, AND COSTS AND EXPENSES, INCLUDING WITHOUT LIMITATION COURT COSTS AND ATTORNEYS' FEES, (COLLECTIVELY, "CLAIMS") – WHETHER KNOWN, UNKNOWN, ANTICIPATED OR UNANTICIPATED – DIRECTLY OR INDIRECTLY ARISING OUT OF, RELATING TO OR RESULTING IN WHOLE OR IN PART FROM THE BABYSITTING SERVICES PROVIDED THROUGH The Retreat at Ponte Vedra Beach or its divisions, INCLUDING BUT NOT LIMITED TO ANY CLAIMS OF PHYSICAL OR PSYCHOLOGICAL ILLNESS OR INJURY, BODILY HARM, MEDICAL EXPENSES, COSTS OF MEDICAL EMERGENCY CARE AND/OR TRANSPORT, DEATH, DAMAGE TO REAL OR PERSONAL PROPERTY, LOSS OR THEFT OF PERSONAL PROPERTY, OR ANY OTHER INCIDENT OCCURRING WHILE THE CHILD IS AT The Retreat at Ponte Vedra Beach or its divisions, REGARDLESS OF WHETHER SUCH CLAIMS ARISE IN WHOLE OR IN PART FROM THE ACTS, OMISSIONS OR NEGLIGENCE OF THE RELEASED PARTIES. FURTHER, I REPRESENT THAT I HAVE READ AND SIGNED THE "AGREEMENT OF INFORMED CONSENT,

I understand and agree that access to the playway without assigned babysitting services are provided only while I am taking classes, groups, individual treatment, that I must remain in the facility at all times, and that I am fully and solely responsible for the care of the Child at all times. I will be responsible to feed the Child and have the Child use the restroom prior to the class, group, or individual treatment to the best of my abilities. If the Child becomes inconsolable, I will leave my activity immediately and attend to the Child.

I agree to pay the fee for babysitting services if utilized. I have read, understand and agree to adhere to the babysitting policies and procedures specified above, as well as any policies or procedures posted or otherwise made available to me, and I will read and adhere to any updates to such policies and procedures. I have examined the area in which babysitting services will be provided and am fully satisfied that it is a safe environment for the Child. This agreement shall be governed by the laws of the state of Florida. If any provision of this agreement is held unlawful, void or for any reason unenforceable by a court of competent jurisdiction, then such provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of the remaining provisions. I have carefully read with a full, definite and clear understanding the foregoing provisions and freely enter into this agreement and waiver of liability.

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I HAVE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRETY WITH A FULL, DEFINITE AND CLEAR UNDERSTANDING. I AM AWARE THAT THIS AGREEMENT FULLY AND FOREVER RELEASES AND DISCHARGES THE RELEASED PARTIES FROM ALL LIABILITY FOR INJURY, DEATH AND OTHER DAMAGES ARISING OUT OF OR CONNECTED TO MY PARTICIPATION IN THE FITNESS CLASSES. I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY, WITHOUT INDUCEMENT, AND NOT UNDER ANY PHYSICAL OR EMOTIONAL DURESS.

THIS AGREEMENT IS DEEMED TO HAVE BEEN READ, UNDERSTOOD, AND SIGNED BY EVERY INDIVIDUAL WHO REGISTERS ONLINE OR SIGNS THE SIGN-IN SHEET AT The Well at The Retreat at Ponte Vedra.

PARTICIPANT'S UNDER 18 PRINTED NAME(S)

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

FOR PARENTS/GUARDIANS OF FITNESS CLASS PARTICIPANTS UNDER 18 YEARS OLD:

I hereby (i) certify that I am a parent or guardian with legal responsibility for the individual identified above, (ii) consent that the individual identified above may participate in the Fitness Classes, and (iii) agree to be bound by all the terms and conditions in this Agreement on behalf of the individual identified above, myself and my heirs, dependents, spouse/partner or other next of kin, other parent(s) or guardian(s), representatives, executors, successors and assigns.

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PARENT'S/GUARDIAN'S PRINTED NAME   SIGNATURE   PHONE NUMBER   DATE

THIS AGREEMENT IS DEEMED TO HAVE BEEN READ, UNDERSTOOD, AND SIGNED BY EVERY PARENT OR GUARDIAN WHO INDICATES HIS OR HER CONSENT ONLINE.