



Registration Forms Checklist

Kids Garden Registration

Release of Liability/Client Agreement

Family Photo Release and Waiver

Emergency Contact Info

Authorization for Medical Treatment
& Policy Agreement

Child Doctor Info

Child Health Status Form – **1 per child**

Immunization Record – **1 per child**



Client Agreement

Packages are only sold to those Patrons that pay for a membership. Once hours are purchased, refunds will not be issued, unused hours will not be refunded under any circumstances.

Billing starts for each child once they enter the playroom and continues until they leave through the gate.

Drop-In Playtime Guidelines

Walk-ins are completely welcome, reservations will be available to those families with memberships. Kids Garden follows CO child care ratio standards and guidelines.

Children must be 12 months. Minimum time of 60 minutes. Minutes are calculated to the exact minute of time in the play space.

Kids Garden charges for time spent in the play area based on the terms of entry. (Walk-in Customer versus Membership) Children must be 12 months of age and able to walk. Minimum time of 1 hour is billed upon entering the play area, with additional time billed as used. Time STARTS when a child enters front desk gate and ENDS when they exit gate and are processed out.

Kids Garden has created cost-saving time packages for Patrons that allows for purchasing a block of hours prior to use. This eliminates the need to spend time paying for each visit and will also save on the hourly rate. (Ask about Membership Packages)

Kids Garden will change diapers. Diapers and wipes are to be provided by the family. A \$1 charge will be applied for diapers provided by Kids Garden. Snacks are also provided for \$2. We are peanut free.

This Agreement confirms the terms whereby Steamboat Kids Play Garden, LLC, a Colorado limited liability company ("Company") and the undersigned person as a customer or paid Patron ("Patron") contract for the performance of certain supervised child care services (the "Services") for each child ("Child") identified on the registration form to which this Agreement is attached (the "Registration Form"). For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Patron and Company agree as follows:

1. Nature of Patronage

Member – person purchasing a Membership (\$75 annually) at Kids Garden, which begins upon the date this Agreement is signed and continues for twelve consecutive months. Members are provided favorable pricing on hourly rates, including cost-saving packages.

Customer – a person who purchases play care services at hourly rates without purchasing a Membership.

All Patrons shall have the right to utilize the Services at 345 Anglers Drive, Suite B in Steamboat Springs, CO, (the "Facility") during the term up to the total number of hours purchased in a package (the "Hours"), subject to terms of this Agreement and to the Company's rules and regulations

regarding membership, which may be changed by the Company from time-to-time.

2. Charges

- a. A valid payment must be made at the time of service completed. All charges for Services are billed when service is used. By execution of the Agreement, Member authorizes the Company to charge (an initial registration fee of \$25) and/or (Membership fee of \$75 and/or Package Hours of \$_____.) The Company reserves the right, in its sole and absolute discretion but upon following advance written notice delivered to Member or posted in the Facility reception area, to adjust plan pricing and/or incremental cost of Hours.
- b. Member acknowledges the right to use the Services as and when required reasonably required by Member (subject to the other terms of this Agreement) is of significant value to Member and the Company incurs significant costs, including staffing costs, to make the Facility available for the Services for a membership clients based on total hours purchased. **Member accordingly further acknowledges and agrees that the fee payable by Member is deemed earned and is not refundable under any circumstances, including circumstances in which any or all of the Hours are not used.**
- c. Use of Services. Hours may only be used for the children identified on the Registration form only and may not be sold, assigned or otherwise transferred. Member's use of the Services is charged against any available prepaid hours and/or packages to the minute. Although the Company will use reasonable efforts to accommodate all Members, Member acknowledges that the Company reserves the right to deny use of the Facilities at any time for legal or safety reasons, including, among other reasons, staff shortages. Only members in good standing may use the Services. Member acknowledges and agrees that Hours may be only used in one year following purchase and all Hours expire, without refund or credit, one year from the date on which they are purchased.

3. Cancellation. The Company reserves the right to immediately cancel this Agreement in the event any Child is unreasonably disruptive to the Facility or poses a threat to the safety of other children at the Facility.

4. Member Acknowledgment and Waiver. Patron acknowledges that by utilizing the Services, the Child will be playing with other children and may therefore be exposed to communicable diseases, food or other items to which the Child may be allergic, incidental rough play, minor accidents and other circumstances which are beyond the reasonable control of the Company, some of which may cause property damage, bodily injury or death.

Patron therefore agrees, on behalf of him/herself, the Child, the Child's other legal guardians and custodians and each of their respective successors, heirs and assigns (collectively, the "Patron Parties"), with full knowledge and awareness of the foregoing risks, to assume all risks associated with the use of the Services except for risks arising from the active negligence or willful misconduct of the Company or its employees.

Moreover, unless caused by the active negligence or willful misconduct of the Company, Patron, on behalf of him/herself and each Patron Party, agrees to release, discharge and hold the Company, its affiliates, employees, agents, representatives, successors, assigns, Patrons, managers, managing Patrons (in their respective capacities as managing Patrons or in any other capacity), its affiliates and its employees (collectively the "Company Parties") harmless from and against any causes of action, claims, liabilities, damages (including personal injury and property damage), costs and expenses (collectively, "Claims") arising out of or in any way related to (i) the Services, (ii) any cause (including, without limitation, preexisting medical conditions) beyond the reasonable control of the Company and (iii)

breach by Patron of the representations set forth in the

5. Patron Representations and Indemnity

Patron represents and warrants that (i) Patron is the legal guardian of the Child and (ii) except as specifically detailed on the Registration Form, Patron is not aware of any allergy or preexisting medical condition which should reasonably affect the Company's performance of the Services and which, if known to the Company, would afford the Company the opportunity to take preventative measures to prevent harm to the Child. Patron further agrees to defend, protect, indemnify (including payment of reasonable attorney fees) and hold the Company Parties (individually or collectively) harmless from and against any and all Claims arising out of or in any way related to (i) Patron's breach of the representations and warranties set forth in this Section 6 OR THE COMPANY'S RULES AND REGULATIONS AS PRESENTED IN THE PARENT HANDBOOK or (ii) any death, personal injury or property damage caused by the Child that is beyond the reasonable control of the Company.

6. Company Employees

Patron will not under any circumstance directly hire an active employee of the company (for work during business hours), now or at any date in the future, without the prior written consent of the Company, which may be withheld in the Company's sole and absolute discretion. Patron acknowledges that Patron's breach of this will cause harm to the Company that is impossible or impractical to approximate as of the date of this Agreement; however, the parties agree that (i) a reasonable estimation of the damage to the Company is 25% of the compensation paid the employee based on a yearly estimation and (ii) the Company shall be entitled to such fee in the event of the Patron's breach of its obligations under this Agreement. Patron acknowledges that the foregoing fee is reasonable and is not a penalty or forfeiture but instead is the parties' best estimation of the harm that the Company will suffer in the event the Company must replace such employee.

7. Entire Agreement; Miscellaneous

This agreement constitutes the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes all previous oral or written discussions, representations or agreements, and can only be modified in writing, signed by both parties. The laws in the State of Colorado shall govern it. The parties' rights and obligations shall survive the expiration, cancellation or earlier termination of the Agreement. If any portion of this Agreement is found to be unenforceable, the balance shall remain enforceable.

8. Signatures

Patron's signature confirms that Patron has read this Agreement thoroughly (including, without limitation, Sections 5 and 6), has had sufficient opportunity to seek legal counsel if desired, and therefore clearly understands and agrees to all the terms and conditions.

Patron Type (please circle) Member Customer

Patron Printed Name _____

Children covered under this Agreement:

Patron Signature _____

Date / /

Accepted by: _____

Steamboat Kids Play Garden, LLC



Licensed Child Care Provider
345 Anglers Dr., Suite B
Steamboat Springs, CO 80487
(970) 457-4466

Emergency Contact Authorization

Parent's (Guardian) Name _____

Home Phone _____ Cell Phone _____

Place of Employment _____ Work Number _____

Employment Address _____

2nd Parent's (Guardian) Name _____

Home Phone _____ Cell Phone _____

Place of Employment _____ Work Number _____

Employment Address _____

Alternate Emergency Contact Name _____

Relation to Child _____

Home Phone _____ Cell Phone _____

Physical Address _____



Authorization for Medical Treatment

I, _____ give my permission for Steamboat Kids Garden to act on the behalf of my child/children

_____ (Child/Children's name)

In the event that medical care is needed. I understand that all efforts will be made to contract the emergency contacts that I have provided.

Parent Name (Printed) _____ Date _____

Parent Signature _____ Date _____

Policy Agreement

I have been informed of Kids Garden Policies that are available on the website and are included in the client agreement.

Parent Name (Printed) _____ Date _____

Parent Signature _____ Date _____



Licensed Child Care Provider
345 Anglers Dr., Suite B
Steamboat Springs, CO 80487
(970) 457-4466

Child's Doctor Information

Primary Physician _____

Work Phone _____

Address _____

Dentist _____

Work Phone _____

Address _____

Hospital of Choice:

Yampa Valley Medical Center
1024 Central Park Dr, Steamboat Springs, CO 80487
(970) 879-1322

Date: _____ Parent's Signature _____



Licensed Child Care Provider
345 Anglers Dr., Suite B
Steamboat Springs, CO 80487
(970) 457-4466

Child's Health Status Form

Dear Physician:

The completion of this statement is necessary for this child to be cared for in a day care. Please include updated Immunization Records as well.

Child's Name _____ Sex _____ Birth Date _____

Address _____

Mother's/Guardian's Name _____

Father's/Guardian's Name _____

If tuberculin test given: Date: _____ Result: _____

If Chest x-rayed: Date: _____ Result: _____

Surgery, accidents, illnesses, chronic or handicapping problems: _____

Need for medication or special diet: _____

Immunization: Date of completed primary or latest booster:

Type: _____ Date: _____ Type: _____ Date: _____

Type: _____ Date: _____ Type: _____ Date: _____

Physical findings (include, if tested, vision and hearing): _____

Comments and recommendations to child care personnel: _____

Date: _____

Doctor's Signature _____

Doctor's Telephone Number _____

* Please fill-out, scan & email this form to: steamboat@kidsplaygarden.com