



KultureCity

Sensory Bag Waiver

205-907-5659 | support@kulturecity.org | www.kulturecity.org

The Recipient hereby waives and releases any and all possible claims against KultureCity which may or could possibly arise from the use of the sensory bag and the contents it contains. Recipient acknowledges that they are receiving no assistive technology, no medical equipment, or any medical advice from the contents of the sensory bag or from KultureCity. THE CONTENTS OF THE SENSORY BAG CANNOT INCREASE, MAINTAIN, OR IMPROVE THE FUNCTIONAL CAPABILITIES OF CHILDREN WITH DISABILITIES.

Recipients acknowledge these facts and assume the risk of the use of any of the information and/or equipment used. Recipients acknowledge that KultureCity is not the manufacturer of any of the goods included in the sensory bag and makes no representation whatsoever regarding the suitability of the equipment for a specific purpose nor does KultureCity warrant any aspect of the goods and makes no expressed or implied warranties about the effectiveness or fitness of any of the products or goods.

These items and materials are intended to assist parents of normal competence and ability exercising due diligence in the care of their children. These items are not intended to supplant or supplement parental attention, but merely facilitate it. RECIPIENTS ASSUME THE RISK OF THE USE OF THIS EQUIPMENT AND MATERIAL AS A MATERIAL ELEMENT OF THE CONSIDERATION OF THE CONTRACT. THERE IS NO SUBSTITUTE FOR PARENTAL ATTENTION. Recipients agree to waive any class based claims and any and all rights to trial by jury. Any action brought as a result of this rental may only be brought in Jefferson County, Alabama and shall be governed by the laws of the State of Alabama. All assertions of forum non conveniens or improper venue are hereby waived. Any such action shall be subject to mandatory binding arbitration with costs to be borne equally by both parties.
