

# *AirAligned aerial dance group*

## Participant Agreement

### Release of Liability Waiver and Assumption of Risk

2018/2019

In consideration of the services of AirAligned aerial dance group their agents, owner, officers, volunteers, participants, trainers, trainees, employees, facility owner/operator and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as (AirAligned), I hereby agree to release, indemnify, and discharge AirAligned, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in Aerial and Acrobatic training entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: Circus activities entail certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Without a certain degree of risk, circus students would not improve their skills, and the enjoyment of the activities would be diminished. Circus activities expose its participants to the usual risk of cuts and bruises. Other more serious risks exist as well. Participants can fall off equipment, sprain or break wrists and ankles. In the event that you are injured, and you may require medical assistance, it will be at your own expense. AirAligned Trainers seek safety, but they are not infallible. They might be unaware of a participant's fitness level or abilities. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless AirAligned from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of AirAligned's equipment or rented facilities, including any such claims which allege negligent acts or omissions of AirAligned.

4. Should AirAligned or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

\*Please Initial Page (1) \_\_\_\_\_

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against AirAligned, I agree to do so solely in the state of California, and I further agree that the substantive law of California shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against AirAligned on the basis of any claim from which I have released him or her herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant

X \_\_\_\_\_

Print Name \_\_\_\_\_

Contact information: E-mail \_\_\_\_\_

Phone \_\_\_\_\_

#### PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of

\_\_\_\_\_  
(print minor's Name)

being permitted by AirAligned to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless AirAligned from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: \_\_\_\_\_ {print}

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contact information: E-mail \_\_\_\_\_

Phone \_\_\_\_\_

AirAligned aerial dance group

Class Policies

\*Please Initial

I understand upon teacher approval that I can make-up a missed class as refunds are NOT given for classes. \_\_\_\_\_\*

I understand that teachers are subject to change, \_\_\_\_\_\*

I understand that classes may be cancelled by AirAligned in extreme weather situations and that I will be offered a make-up class or refund if a class is cancelled by AirAligned \_\_\_\_\_\*

I understand that classes will be taught by AirAligned on all days (including Monday Holidays) of the year with the exception of: The Fourth of July, Christmas Eve, Christmas Day, New Years Day, Easter Sunday and Thanksgiving Day (We do not have the same hours as Gold Country Gymnastics or The Center for the Arts) \_\_\_\_\_\*

I understand that AirAligned is independent of Gold Country Gymnastics and The Center for the Arts. Hours, rules and regulations are not in exact alignment with Gold Country Gymnastics or The Center for the Arts \_\_\_\_\_\*