

Participant Agreement, Release and Assumption of Risk

In consideration of the services of *Aerial Arts of Rochester* d/b/a of *Vertical Arts Studios LLC*, their agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf, I hereby agree to release, indemnify, and discharge *Vertical Arts Studios LLC*, on behalf of myself, my spouse, my children, my parents, and heirs, assigns, personal representative and estate as follows;

1. I acknowledge that my participation in aerial arts training and instruction and other various disciplines 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 quality of the activity. Initial Here _____

The risk include, among other things: slips and falls, falling from equipment, pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards; strains, cuts bruises, muscle soreness and fractures, musculoskeletal injuries including head, neck and back; injuries to internal organs; the negligence of other people, my own physical condition; and the risk of emotional and psychological injuries or physical damage associated with this activity. Traveling to and from shows, meets and exhibitions raises the possibility of any manner of transportation accidents. In any event, if you or your child is injured, any medical assistance will be at your own expense.

Furthermore, *Vertical Arts Studios LLC* employees have a difficult job to perform. They seek safety, but they are not infallible. They might be unaware of the participant's fitness level or abilities. They might misjudge the weather or other environmental conditions. 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 *Vertical Arts Studios LLC* from any and all claims, demands, or causes of action, which are connected with my participation in this activity or my use of *Vertical Arts Studios LLC's* equipment or facilities, including any such claims which allege negligent acts or omissions of *Vertical Arts Studios LLC*.
4. Should *Vertical Arts Studios LLC* 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.
5. I certify that I have adequate insurance to cover an 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 *Vertical Arts Studios LLC*, I agree to do so solely in the state New York, and I further agree that the substantive law of the state 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 Vertical Arts Studios LLC d/b/a Aerial Arts of Rochester on the basis of any claim from which I have released then herein. I have had sufficient opportunity to read this document. I have read and understand it, and I agree to be bound by its terms.

Signature of Participant: _____ Print Name: _____
E-mail Address: _____
Phone: _____ Date: _____

Parent's or Guardian's Additional Indemnification (Must be completed if the participant is under 18 years of age)

In consideration of _____ (print minor's name)
("Minor") being permitted by *Vertical Arts Studios LLC* to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless *Vertical Arts Studios LLC* 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 Name: _____ Date: _____