

PARTICIPANT AGREEMENT, RELEASE & ASSUMPTION OF RISK

In consideration of the services of The Studio Cleveland, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (herein after collectively referred to as The Studio), I hereby agree to release indemnify, and discharge The Studio, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives, and further state as follows;

1. I acknowledge that my participation and aerial arts 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 qualities of the activity.

Initial: _____

The risks include, among other things; slips and falls; falling from equipment; rope and or fabric burns; pinches; scrapes; twists and jolts that could result in scratches, bruises, strains, lacerations, fractures, concussions, or even more life-threatening hazards. Other risks include strains, cuts, bruises, muscle soreness & fractures, musculoskeletal injuries including of the head, neck, and back; injuries to internal organs; the negligence of other people; the negligence of other participants, or other persons who may be present; my own physical condition; and the risk of emotional and psychological injuries or physical damage associated with this activity.

Furthermore, The Studio's agents, employees, and contractors have difficult jobs to perform. They seek safety, but they are not infallible. They might not be aware of the participants fitness or abilities. They might miss judge 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.

Initial: _____

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

Initial: _____

4. Should The Studio 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.

Initial: _____

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 cost 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.

Initial: _____

In the event that I file a lawsuit against The Studio, I agree to do so solely in the state of Ohio, and I further agree that the substantive law of that 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 unforeseeable, the remaining documents 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 sustain a lawsuit against The Studio on the basis of any claim from which I have released 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.

Participants Signature: _____ Date: ___/___/___ Participants Printed Name: _____
Address: _____ Apt/Suite: _____ City: _____ State: _____ Zip: _____
Phone: _____ Email: _____ @ _____.

Parents or Guardians Additional Indemnification

(must be completed for participants under the age of 18 by their legal parent/guardian)

In consideration of _____ (*minors name, printed First, Middle, and Last*), being permitted by The Studio to participate in its activities and use its equipment and facilities, I further agree to indemnify and hold harmless The Studio from any and all claims which are brought by, or on behalf of minor, and which are in anyway connected with such use or participation by minor.

Parent/Guardian Signature: _____ Date: ___/___/___ Printed Name: _____