



WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT – ADULT (18+) AGREEMENT

I, _____, [print name] desire to participate in the aerial acrobatics training classes offered at THE AERIAL LAB LLC. I understand that aerial acrobatics involves, among other things, moving while suspended several feet above ground by ropes, fabric, cords and bars. I recognize that such activities are inherently dangerous and can result in bruises, broken bones, all manner of serious injuries, including but not limited to permanent paralysis, and even death. I further recognize that THE AERIAL LAB LLC, its agents, employees, contractors and volunteers will not be supervising me 100% of the time while I am engaged in these activities; nor can they prevent me from falling in all cases. Additionally, I recognize that some or all of the equipment and items used in this activity may fail from time to time, potentially causing me to fall, thereby incurring serious injury, paralysis, and even death. Further, I realize that my activities may cause another to fall, or my falling may injure another person(s) on site at the time. Similarly, I recognize that someone else may fall due to their own negligence, or due to equipment failure, and that in falling, they may injure me.

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

With knowledge of all these dangers, I do hereby waive, and release THE AERIAL LAB LLC, its agents, employees, co-owners, partners, contractors, volunteers, shareholders, family members, mortgagees, of and from any and all claims, civil actions, lawsuits, administrative actions I might have which may arise from my participation in, or observation of aerial acrobatics. I further agree to waive, and release all manufacturers (also referred to herein as “the Released Parties”) of any products used for aerial acrobatics at THE AERIAL LAB LLC, including said manufacturers agents, employees, co-owners, partners, shareholders, joint-venturers, of and from any and all claims, civil actions, lawsuits, administrative actions which I might have which may arise from my participation in, or observation of aerial acrobatics, and/or my use of said manufacturers’ products.

With full knowledge of all the dangers expressed herein, I further agree to defend and indemnify THE AERIAL LAB LLC, its agents, employees, co-owners, partners, contractors, volunteers, shareholders, family members, heirs and assigns, and mortgagees (“the Released Parties) of and from any and all claims, civil actions, lawsuits, administrative actions or any type of claims brought as a result of, in connected with my participation in, or observation of aerial acrobatics, and/or my use of said manufacturers’ products. Said duty to defend and indemnify shall include the duty to pay all fees, costs, and damages, including but not limited to reasonable attorney’s fees incurred in the defense of said actions.

I certify that I have adequate insurance to cover any injury or damage I may incur, or cause or suffer while participating in aerial acrobatics, or, alternatively, I shall bear the full cost of such injury or damage myself. I further certify that I am aware of all of my medical conditions which may affect my participation in this activity, and I am willing to assume the risk of any medical or physical condition I may have.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I shall be found by a court of law to have waived my right to maintain a lawsuit against the RELEASED PARTIES on the basis of any claim which I have released herein.

I have had sufficient opportunity to read this entire document, and further understand that I have been advised to consult with my healthcare provider about my physical qualifications to participate in these activities. I have been urged to provide this document to an attorney for his/her review. I have read and understand this “Waiver, Release, and Indemnification Agreement” and do enter this agreement with full knowledge and understanding of its contents and their legal implications and do agree to be fully bound by its terms.

Name of Participant: _____

Signature of Participant: _____

Today’s Date: ____/____/____

Date of Birth: ____/____/____

Cell No: _____

E-mail: _____

Emergency Contact:

Name: _____ Home Phone #: _____

Email: _____ Cell Phone #: _____

Relationship: _____

WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT REQUIRED FOR MINOR CHILD[REN]

(Must be completed for participants under the age of 18 by a parent or legal guardian)

In consideration of _____ [Print Minor's Name] ("Minor") being permitted by the Released Parties to participate in its activities described herein (on the other side of this document), and to use their equipment and facilities, I further agree to waive, release, indemnify and hold harmless the Released Parties 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. I enter such agreement with full knowledge and understanding of all the risks and dangers identified on the other side of the page. The defense and indemnification provided on behalf of any claims brought by or on behalf of the minor over whom I am a legal guardian shall be the same defense and indemnification described on the other side of the page on behalf of an adult.

I also authorize any person connected with the Released Parties to administer first aid to my child, as they deem necessary. I authorize medical and surgical care and transportation to a medical facility or hospital for treatment necessary for my child's well-being, at my expense or the expense of my insurance company if I have one.

Student Date of Birth: ____/____/____

Emergency Contact:

Name: _____ Home Phone #: _____

Email: _____ Cell Phone #: _____

Relationship: _____

Name, signature and contact info of parent and/or legal guardian:

Printed name of parent or legal guardian: _____

Signature of parent or legal guardian: _____

Date: _____

Cell No: _____ E-mail: _____