

Liability Release Aerial Fitness Waiver

NAME: _____ **DOB:** _____

ADDRESS:

CITY: _____ **STATE:** _____ **ZIP:** _____

HOME PH: _____ **WORK PH:** _____

CELL PH: _____ **ICE PH:** _____

EMAIL: _____

OCCUPATION/ EMPLOYER:

ASSUMPTION OF RISK/ RELEASE OF LIABILITY/ INDEMNITY WAIVER

I represent that I am not professionally familiar with the sport of aerial art and I understand that such activities may involve inherent accidents and other risks. I also know and accept that such instruction at this facility is not intended to prepare me for such activities outside the studio and /or professional aerial performances. I know that by participating in the sport of aerial art, I risk personal injury up to and including death from many causes which may include, but are not limited to the following:

Slips, trips and falls while using the facilities or equipment.

Entanglement with ropes, spotting equipment and/or other equipment.

Tricks and exercises.

Failure to hold on to the trapeze bar, hoop, silk tissue or other equipment.

Misuse or failure of the facilities or equipment, or involvement in falls in which I strike or fall on someone else.

Reliance upon inexperienced persons to spot me or otherwise assist me in the preparation, execution or termination of any and all exercise/tricks.

I know that risks exist in all places and in all activities conducted within this facility. I also know that safety equipment; proficiency checks, supervision and enforcement of rules by Le Studio do not and cannot guarantee my safety. Therefore, **I FREELY ACCEPT AND FULLY ASSUME THE RISK THAT I CAN GET HURT**, not only in the ways described above, but also in ways that are unknown and unexpected, and even if I follow the instructions or advice of Le Studio employees.

_____ **(Initial Here)**

I choose to use Le Studio's facilities and equipment in spite of the risk of injury or death, and in addition to the representation I have made above, I agree as follows:

I HEREBY WAIVE AND RELEASE ANY AND ALL CLAIMS that I or my heirs have or may have in the future against Le Studio for any loss, damage expense, or injury, including death suffered from or in connection with my use of these facilities, equipment, or participation in activities, sponsored by Le Studio, due to any cause whatsoever, _____ **(Initial Here)**

I HEREBY RELIEVE LE STUDIO FROM ANY DUTY TO PROTECT ME FROM HARM, and agree that even if Le Studio chooses to implement safety procedures, such actions shall not alter the fact that Le Studio has no duty to protect me.

_____ **(Initial Here)**

3. I WILL HOLD HARMLESS AND IDEMNIFY LE STUDIO for liability for property, damage, or personal injury, including death, to myself and any other person resulting from or arising from connection with my use of these facilities or equipment, or participation in activities sponsored by Le Studio.

_____ **(Initial Here)**

4. I HAVE READ AND UNDERSTAND the foregoing acknowledgements of risks (and have discussed with my parents or guardian) and am voluntarily signing below. If I am signing on behalf of a minor child, I represent and warrant that I am doing so with the consent and approval of my spouse (if applicable) and I understand that I am acknowledging the risks to my child.

_____ **(Initial Here)**

I have read and understand this agreement and intend that it be binding on me, my heirs, executors, administrators, and assigns.

By signing this agreement, I intend to waive legal rights against Le Studio on behalf of myself, my heirs, executors, administrators and assigns.

PARENTS OR GUARDIANS OF CHILDREN UNDER AGE 18 AND CHILD MUST SIGN THIS SECTION AND INITIAL ALL OF THE SPACES INDICATED.

SIGNED THIS DATE: _____

SIGNATURE: _____ **(AERIALIST)**

PRINT NAME: _____ **(AERIALIST)**

SIGNATURE: _____ **(PARENT)**

PRINT NAME: _____ **(PARENT)**

If you have a medical condition that may affect your ability to safely participate in this sport, please consult your physician before engaging in this activity.