

AGORA ARTS

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK FOR AERIAL CLASSES

In consideration of the services of Agora Arts, LLC 646 East 9 Mile Road, Ferndale MI, their agents or employees, owners, officers, volunteers, participants, instructors and all other persons or entities acting in any capacity by through, under or on their behalf (hereinafter referred to as Agora Arts, LLC), I hereby agree to release, indemnify, and discharge Agora Arts 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 instruction and training, individual and group initiatives, problem solving exercises, personal growth and development exercises utilizing static trapeze, lyra, silks, hammock, rope and other aerial apparatuses entails known and unanticipated risks that could result in physical or emotional injury or death. Aerial dance and gymnastics exposes its participants to the usual risk of cuts and bruises. Participants may fall off equipment, sprain or break wrist, ankles and may risk more serious injuries. Furthermore, Agora Arts, LLC instructors have a difficult job to perform. They seek safety, but they are not infallible and among other things they be unaware of participant's fitness abilities, they may give incomplete or inaccurate instructions or warnings, and the equipment being used may malfunction. **Initials** _____

2. I expressly agree and promise to accept and assume all the risks existing in this activity. Me and/or my child's participation in this activity is purely voluntary. No one is forcing me or my child to participate and we elect to participate in spite of the risks. **Initials** _____

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Agora Arts, LLC from and against any and all claims, demands, actions, suits, judgments, damages, liability, cost or expense, or causes of action, which are any way connected with my participation in any activity at Agora Arts or may use of any Agora Arts, LLC equipment or facilities, including but not limited to those alleging negligent acts or omissions. **Initials** _____

4. I certified 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. **Initials** _____

5. Should Agora Arts, LLC or anyone acting in their behalf be required to incur reasonable attorney's fees and cost to enforce this agreement, I agree to indemnify and hold them harmless for all such fees or costs. **Initials** _____

6. Notwithstanding anything to the contrary herein, in the event that I file a lawsuit against Agora Arts, LLC I agree to do solely in the state of Michigan and further agree that the substantive law of the state of Michigan

shall apply in action without regard to the conflict of law rules of the 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.

Initials _____

7. By signing this document, I acknowledge that if anyone is hurt or property is damage or lost during my participation in this activity, I waive my right to maintain a lawsuit against Agora Arts, LLC on the basis of any claim from which I have released them herein. **Initials** _____

I have had sufficient opportunity to read and understood this document, and agree to be bound by its terms. I agree that digitally reproduced/scanned version of this waiver is fully valid and representative of the original, signed executed copy.

Participant _____
(Print name) (Signature)

Date _____ Phone _____

Address _____

Email Address _____

Emergency Contact Name _____ Phone _____

PARENT OR LEGAL GUARDIAN ADDITIONAL INDEMNIFICATION:

In consideration of _____ (“Minor”)
(Print minor’s name)

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

Parent or Legal Guardian _____
(Print name) (Signature)

Date _____

PARENT OR LEGAL GUARDIAN MUST ALSO INITIAL THE SPACES INDICATED ABOVE.