

Agora Arts, LLC

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

Agora Arts Virtual and in Person classes.

In consideration of the services of Agora Arts, LLC 310 Livernois St. 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 follow:

1- I acknowledge that my participation in instruction and training, individual, group and online initiatives, problem solving exercises, personal growth and development exercises utilizing static trapeze, lira, silks, hammock and vertical rope as well as ground classes entails known and unanticipated risks that could result in physical or emotional injury or death. Aerial acrobatics, dance, conditioning 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 might malfunction

2- I expressly agree and promise to accept and assume all the risks existing in this activity including the risk of contracting COVID 19 due to a personal exposure while participating in class in person. 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.

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

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

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.

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.

7- The laws of the State of Michigan shall govern this agreement (without reference to its principles of conflicts of law), and venue for any court proceeding shall be in the State of Michigan, and any right to jury trial shall be waived.

Name _____

Guardian name if signing for a minor _____

Signature _____ Date _____

Email _____ Phone _____