

ANNUAL PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK from \_\_\_\_\_ to \_\_\_\_\_

In consideration of the services of VEGA AERIAL FITNESS + WELLNESS LLC, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "VEGA AERIAL FITNESS + WELLNESS"), I hereby agree to release, indemnify, and discharge VEGA, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

I acknowledge that my participation in aerial arts, aerial yoga, Vega Bungee Fusion and other various fitness modalities/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. I/WE fully understand and acknowledge that: There are risks and dangers associated with participation in aerial fitness events and activities which could result in bodily injury partial and/or total disability, paralysis and death. The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe. These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, including, but not limited to, the Releasees named below. MY BODY WEIGHT DOES NOT EXCEED 250 LBS. There may be other risks not known to us or are not reasonably foreseeable at his time. \_\_\_\_\_ I/WE accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Releasees named below.

**The risks include, among other things:** slips and falls; falling from equipment; rope burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards; strains, cuts, bruises, muscle soreness and fractures; musculoskeletal injuries including 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. Traveling to and from shows, meets and exhibitions raises the possibility of any manner of transportation accidents. In any event, if your child is injured, your child may require medical assistance, at your own expense.

Furthermore, VEGA AERIAL FITNESS + WELLNESS employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

1. 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.
2. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless VEGA AERIAL FITNESS + WELLNESS from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of VEGA AERIAL FITNESS + WELLNESS 's equipment or facilities, **including any such claims which allege negligent acts or omissions of VEGA AERIAL FITNESS + WELLNESS.** Should VEGA AERIAL FITNESS + WELLNESS Fitness 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.
3. 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 costs 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.
4. In the event that I file a lawsuit against VEGA AERIAL FITNESS + WELLNESS, I agree to do so solely in the state of Connecticut, 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 unenforceable, the remaining document shall remain in full force and effect.
5. I do hereby grant VEGA AERIAL FITNESS + WELLNESS the permission to use my likeness in photograph or video in any and all of its publications, including website entries and social media, without compensation or any other consideration. I understand and agree that these materials will become the property of VEGA AERIAL FITNESS + WELLNESS and will not be returned. I hereby irrevocably authorize VEGA AERIAL FITNESS + WELLNESS to edit, alter, copy, exhibit, publish or distribute images of me for purposes of publicizing VEGA AERIAL FITNESS + WELLNESS programs or for any other lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, I waive any rights to royalties or other compensation arising or related to the use of the photograph or video.

1. 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 maintain a lawsuit against VEGA AERIAL FITNESS + WELLNESS on the basis of any claim from which I have released them herein. The parent(s) and/or legal guardian(s) will instruct the minor participant that prior to participating in the below aerial fitness activity or event, he or she should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise the officials of such condition and refuse to participate. I understand and agreed that, if at any time, I feel anything to be UNSAFE, I will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further. \_\_\_\_\_

**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.**

Print Name \_\_\_\_\_ Phone Number \_\_\_\_\_ Email: \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)**

In consideration of (print minor's name) ("Minor") being permitted by VEGA AERIAL FITNESS + WELLNESS to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless VEGA AERIAL FITNESS + WELLNESS 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.

Legal Guardian Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_