

Participant Waiver



RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("AGREEMENT") FOR MONARCA IN FLIGHT AERIAL ARTS STUDIO

1. In consideration of participating in the activities at Monarca in Flight Aerial Arts Studio (hereinafter referred to as "Monarca"), I represent that I understand the nature of this activity and that I am qualified, in good health, and in proper physical condition to participate in such activity.
2. I acknowledge that if I believe conditions are unsafe, I will immediately discontinue participation in the activity.
3. I acknowledge that I am voluntarily participating in this activity.
4. I am fully aware that aerial and circus arts (i.e. aerial silks, trapeze, lyra, dance, rope, straps, acrobatics, floor work, and related activities) contain dangers and inherent risks (including serious injury or death) that no amount of care, caution, instruction or expertise can eliminate.
5. I understand the scope, nature and extent of the risks involved and voluntarily and freely choose to assume any and all such risks.
6. I fully understand that this activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the "releasees" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, cost, and damages I incur as a result of my participation in the activity.
7. I hereby release, discharge, and covenant not to sue Monarca, its respective administrators, owners, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the activity takes place, (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise, including negligent rescue operations, and further agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost, which any may incur as a result of such claim.
8. Parents and/or guardians are solely responsible for getting their minor to and from the facility safely and hold Monarca harmless of any events that may occur leaving or coming in to the facility.
9. I hereby grant Monarca permission to interview me and/or to use my likeness in photograph(s)/video in any and all of its publications and in any and all other media, whether now known or hereafter existing, controlled by Monarca, in perpetuity, and for other use by Monarca. I will make no monetary or other claim against Monarca, for the use of the interview and/or photograph(s)/video.
10. I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.
11. I acknowledge that I have the option to obtain independent legal advice concerning the ramifications of signing this document.

Participant Waiver



Signature of Participant

Date

Printed Name of Participant

PARENTAL CONSENT

I, the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims demands, losses or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost of any Releasee may incur as the result of any such claim. I acknowledge that I have the option to obtain independent legal advice concerning the ramifications of signing this document.

Signature of Parent/Legal Guardian

Date

Printed Name of Parent/Legal Guardian

EMERGENCY CONTACT INFORMATION

Please provide us with the name and contact information for at least one person we can contact for you in the event of an emergency.

Printed Name of Emergency Contact

Relationship to Participant

Phone Number