

FLY STUDIOS LIABILITY WAIVER FORM

Please Print Legibly

STUDENT NAME (First, Last) _____ D.O.B _____ AGE _____ M/F _____
STUDENT NAME (First, Last) _____ D.O.B _____ AGE _____ M/F _____
STUDENT NAME (First, Last) _____ D.O.B _____ AGE _____ M/F _____
ADDRESS _____ CITY _____ ZIP _____
HOME PHONE _____ EMAIL _____
PARENT/GUARDIAN NAME: _____ OCCUPATION: _____
HOME PH: _____ CELL PH: _____
PHYSICAL DISABILITIES, MEDICATIONS, ALLERGIES: _____
IN CASE OF EMERGENCY: _____ PH: _____
HOW DID YOU HEAR ABOUT US: (Please Circle)
Drive By Email/Newsletter Facebook Advertisement Twitter Website/Search Engine
Family/Friend Youtube Other: (specify) _____

I recognize and expressly agree that participating in any sport or activity associated with athletics is an inherently dangerous activity. Further, I recognize that certain safety precautions must be followed, yet even strict adherence to those procedures does not guarantee nor does Fly Studios Aerial Arts (also known as The Power Plant Aerial Arts and Martial Arts Center LLC) guarantee Participant's Safety.

WAIVER AND RELEASE FROM LIABILITY: In consideration of permission to use, today and on all future dates, the property, facilities, staff, equipment and services of Fly Studios Aerial Arts, I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue Fly Studios, its directors, officers, employees, volunteers, participants, agents and all other persons or entities acting in any capacity from liability from any and all claims including the negligence of Fly Studios Aerial Arts, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in activities, classes, observation, and use of facilities, premises, or equipment.

ASSUMPTION OF RISKS: Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Fly Studios Aerial Arts has facilities for and provides for activities such as martial arts, acrobatics, conditioning, fabric training, static trapeze training, weight lifting, running, aerobic activities, classes and sporting activities. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, and others involve sustained physical activity which places stress on the cardiovascular system. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death. I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the activities made possible by The Power Plant. I hereby assert that my participation is voluntary and that I knowingly assume all such risks. **PUBLICITY:** I understand that on occasion, Fly Studios Aerial Arts takes photographs or makes audio or video tape recording of children and/or adults involved in camp activities. Such photographs and audio/visual recordings may be used in Fly Studios publications, promotional materials and pertinent website. I understand that such contemplated photos will have no addresses or identifications of any sort on such photos and are considered the property of Fly Studios Aerial Arts and may not be sold or reused. I agree to the use of any such audio or visual recording to be used, distributed as administrators of Fly Studios Aerial Arts see fit. This consent includes but is not limited to: photographs videotape, and audio recordings.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to INDEMNIFY AND HOLD Fly Studios Aerial Arts, HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities,

including attorney's fees brought as a result of my involvement at Fly Studios Aerial Arts, and to reimburse them for any such expenses incurred.

SEVERABILITY:

The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

PARENT OR GUARDIAN WAIVER FOR MINORS (UNDER 18 YEARS OLD): The undersigned parent and natural guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents legal guardian.

MINOR'S ASSUMPTION OF RISK: I have discussed the event that I wish to participate in with my parents or legal guardians, and they have explained to me the possibility of my being injured. I know that I could be injured, possibly sever or even worse. I am willing to assume the responsibility of this in order to be a participant in the event and/or class and/or training that I wish to participate in. I also agree that at any point, if I feel endangered either by my own actions or those of others, that I am free to withdraw from the event and will do so of my own free will. The Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I hereby certify that I have read this Accident Waiver and Release of Liability and fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

PARENT / GUARDIAN WAIVER FOR MINORS (Under 18 years old): The parent and natural guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

EMAIL POLICY: We will only use your e-mail address to contact you with our latest news and information about our special offers if you have given us permission to do this when we collected this information. Your e-mail address will be used solely by Fly Studios Aerial Arts and will not be sold or passed to any other third party.

NOT RESPONSIBLE FOR ANY LOST/STOLEN ITEMS: Fly Studios Aerial Arts cannot be held responsible for any items that have been lost or stolen within studio grounds.

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 Fly Studios Aerial Arts (also known as The Power Plant Aerial & Martial Arts Center LLC on the basis of any claim from which I have released them herein. 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.

Name of Participant (Print Name): _____

Signature of Participant : _____ **Date:** _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed by Participants under the age of 18) In consideration of (print minor's name) ("Mnor") being permitted by Fly Studios Aerial Arts (also known as The Power Plant Aerial & Martial Arts Center LLC) to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Fly Studios Aerial Arts 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.

Parent or

Guardian: _____ **Print**

Name: _____ **Date:** _____