

**ANNUAL PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK from January 2019 to January 2021**

In consideration of the services of Airotique Movement, 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 "AM"), I hereby agree to release, indemnify, and discharge AM, 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 manipulation skills, equilibristic skills, acrobatic skills, drama skills, and aerial arts training and instruction activity 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.

**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; 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 will raise 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, AM 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.

2. 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.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless AM 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 AM's equipment or facilities, including any such claims which allege negligent acts or omissions of AM.

4. Should AM 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.

5. 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.

6. In the event that I file a lawsuit against AM, I agree to do so solely in the state of Virginia, 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.

**Intellectual property rights:** with the course of participating in Airotique Aerial Fitness and Performing Arts at 3440 Chandler Creek Road #105, Virginia Beach, VA 23453. Participants will be granted access to intellectual property of Airotique Movement LLC services, class structure, theology nomenclature and its content specifically including but not limited to which is taught and used in aerial fitness, dances, choreographed routines, silk, trapeze, cube, rope and lyra classes (hereafter referred to individually and collectively as "Airotique Movement LLC property") are protected by copyright, trademark, patent and other Intellectual property rights and laws. By signing this confidentiality and non-compete Agreement, you agree to use and share Airotique movement property solely within Airotique facilities and for your personal non-commercial use. No content may be instructed, published, downloaded, copied, reproduced, transmitted, stored, sold, or otherwise distributed without the prior and express written consent of Airotique Movement LLC management and or owner. No person affiliated with Airotique movement may use company or Airotique movement property for commercial purposes, either with a Competitor, or as a sole proprietor within a (50) mile radius of any Airotique Movement location or contracted location. No pictures or videos taken, published or posted on public media without the permission from Airotique management and or owner. Pictures or videos taken with Airotique equipment shall become property of Airotique and can be used for advertising purposes.

**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 AM 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.

Print Name \_\_\_\_\_ Phone Number \_\_\_\_\_  
Address/City \_\_\_\_\_  
State/Zip \_\_\_\_\_ Email \_\_\_\_\_

**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 AM to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless AM 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:** \_\_\_\_\_



Date \_\_\_\_\_

## REQUIRED PARTICIPANT INFORMATION

All participants must be 18 years of age or 12 years of age with parent present, in good health, with no medical restrictions such as pregnancy, high blood pressure, heart condition, broken bones or head injury. Each participant is required to complete all registrations and waivers in order to participate in class or with Airotique Aerial Fitness and Performing Arts. Students between the ages of 12-15 must attend Youth classes and workshops only.

NAME \_\_\_\_\_ EMAIL \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY/STATE/ZIP \_\_\_\_\_

DATE OF BIRTH \_\_\_\_\_

PHONE \_\_\_\_\_

HOME PHONE \_\_\_\_\_ CELL

PHONE \_\_\_\_\_

Airotique management occasionally takes photos during classes for training and promotion purposes. If we share on Facebook and you would like to be tagged, provide your facebook address below and make sure to like our official Facebook page AIRotique Movement

FACEBOOK ADDRESS \_\_\_\_\_

INSTAGRAM \_\_\_\_\_

DO YOU PREFER TEXT MESSAGES FOR CLASS NOTIFICATIONS? Y OR N

DO YOU HAVE AND MEDICAL ALERTS, PREVIOUS INJURIES, SURGERIES OR MEDICATIONS THAT MAY BE OF A CONCERN? IF SO, PLEASE

EXPLAIN \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

DO YOU HAVE A MEDICAL DOCTORS FOR THIS CONCERN? \_\_\_\_\_

EMERGENCY CONTACT NAME, CONTACT INFORMATION AND RELATIONSHIP

\_\_\_\_\_

Were you referred by another client? \_\_\_\_\_ If so  
who? \_\_\_\_\_