

Activity Waiver & Release

Vibe Aerial Arts & Dance of 4021 California Ave #3 Carmichael CA 95608

(the "Activity Provider")

IN CONSIDERATION OF the covenants and agreements contained in the Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

Consideration

1. Being of lawful age and in consideration of being permitted to participate in the activity(s) described below, the Participant releases and forever discharges the Activity Provider, and the Activity Providers' spouse, heirs, executors, administrators, legal representatives and assigns from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims and demands for or by reason of any injury to persons or property, including injury resulting in the death of the Participant, which has been or may be sustained as a consequence of the Participant's participation in the activity(s) described below, and notwithstanding that such damage, loss or injury may have been caused solely or partly by the negligence of the Activity Provider.
2. The Participant understands that the Participant would not be permitted to participate in the activity(s) described below unless the Participant signed this Agreement.
3. In accordance with the Activity Providers business policies drugs and alcohol are not permitted on the property (this includes the but is not limited to marijuana), Participants that are in possession of any intoxicating substances will be asked to remove the substance and if the Participant is intoxicated themselves they may be asked to leave the property until they are no longer inebriated.
4. The Participant acknowledges that the Activity Provider is in no way responsible for the safekeeping the Participants personal belongings while they are at the Activity Providers place of business and will not be held liable for loss or damage to aforementioned property.

Details of Activity

5. The Participant will participate in the following activity: Fitness class including but not limited to dance, flexibility, pole fitness, aerial hammock, trapeze, lyra, silks, or any other circus apparatus.

Fitness to Participate

6. The Participant acknowledges that the Participant does not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent the Participant from participating in the above-mentioned Activity(s). If required, the Participant will obtain a medical examination and clearance.

7. The Participant is recommended to check with their physician before starting any kind of activities including the above-mentioned Activity(s).

Full and Final Settlement

8. The Participant hereby acknowledges and agrees that the Participant has carefully read this Agreement, that the Participant fully understands the Agreement, and that the Participant is freely and voluntarily executing the same.
9. The Participant understands that by signing this Agreement, the Participant agrees to be forever prevented from suing or otherwise claiming against the Activity Provider for any property loss or personal injury that the Participant may sustain while participating in or preparing for the above noted Activity(s).
10. The Participant has been given the opportunity and has been encouraged to seek legal advice prior to signing this Agreement.
11. This Agreement contains the entire agreement between the parties to the Agreement and the terms of this Agreement are contractual and not a mere recital.

Governing Law

12. The Agreement will be governed by and construed in accordance with and governed by the laws of the State of California.

This Activity Waiver & Release (“This agreement”) Dated: _____ / _____ / _____

Between **VIBE AERIAL ARTS & DANCE** and the “Activity Participant”: _____

(Please Print Legal Name)

“Activity Participant” **Legal Signature:** _____

Addendum for: Activity Waiver & Release for Remote Students

I understand that Vibe Aerial Arts & Dance (Activity Provider) is in no way liable for my personal aerial equipment and that I am solely responsible for the selection, installation, and use of said equipment. I understand the safety of my personal aerial equipment is fully my responsibility as the Activity Participant. I understand and agree to the above *Activity Waiver & Release* terms and in no way hold the Activity Provider liable for physical injury or equipment failure while participating in online classes.

This Activity Waiver & Release (“This agreement”) Dated: _____ / _____ / _____

Between **VIBE AERIAL ARTS & DANCE** and the “Activity Participant”: _____

(Please Print Legal Name)

“Activity Participant” **Legal Signature:** _____