

# Aerial Fitness Orange County

A Schulein Fit Inc Facility

151 Kalmus Dr, J-7, Costa Mesa 92626

In consideration of the services of Aerial Fitness Orange County, Schulein Fit Inc, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf, I hereby agree to release, indemnify, and discharge Schulein Fit Inc on my behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

I acknowledge that my participation in circus arts training and instruction, including aerial arts, Pole Fitness, gymnastics and other various disciplines entail 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, 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 physical damage associated with this activity.

Furthermore, Schulein Fit inc 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.

1. I expressly agree and promise to accept and assume all 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 identify and hold harmless Schulein Fit Inc from any and all claims, demands, or causes or action, which are in any way connected with my participation in this activity or my use of the Schulein Fit Inc's equipment or facilities, including any such claims which negligent acts or omissions of Schulein Fit Inc.
3. Should Schulein Fit Inc 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.
4. 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.
5. In the event that I file a lawsuit against Schulein Fit Inc, I agree to do so solely in the state of California, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of the 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 the full force and effect.

**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 Schulein Fit Inc 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.**

Signature of Participant: \_\_\_\_\_ Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Date: \_\_\_\_\_

## PARENT'S OR GUARDIAN'S ADDITIONAL IDENTIFICATION

**(Must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") bring permitted by the ACFW to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless ACFW from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use of participation by Minor.

Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_

Date: \_\_\_\_\_