

## PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Nashville School for the Aerial Arts, their agents or employees, owners, officers, volunteers, participants, and all other persons or entities acting in any capacity by, through, under or on their behalf (hereinafter collectively referred to as "NSAA"), I hereby agree to release, indemnify, and discharge NSAA, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. The undersigned, for myself, and/or on behalf of my spouse, minor child(ren)/ward(s) hereby acknowledge that my participation in instruction and training, including, but not limited to, individual and group initiatives, problem solving exercises, personal growth and development exercises utilizing flying trapeze, static trapeze, lyra, silks and vertical rope entails known and unanticipated risks that could result in physical or emotional injury or death. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, but are not limited to: the hazards of slips and falls; being struck by objects dislodged or dropped from above; the hazards from using safety ropes and equipment; the risks of falling off the trapeze; the risks of landing improperly in a safety net; the risks of being entangled in safety lines; my own physical condition, and the physical exertion associated with this activity.

Furthermore, NSAA employees have difficult jobs to perform. They seek safety, but they are not infallible and among other things (1) they might be unaware of a participant's fitness or abilities, (2) they might misjudge the weather or other environmental conditions, (3) they may give incomplete or inaccurate instructions or warnings, and (4) the equipment being used might malfunction.

2. I will immediately upon entering or participating I will, inspect and carefully consider NSAA's premises and facilities. It is further warranted that such entry into NSAA's facilities for observation or use of any facilities or equipment or participation in ACTIVITIES constitutes an acknowledgement that such premises and all facilities and equipment thereon have been inspected and carefully considered and that the undersigned finds and accepts the equipment for use as-is for myself, and/or on behalf of my spouse, minor child(ren)/ward(s) as being safe and reasonably suited for the purpose of such observation, use or participation by myself, and/or by my spouse, minor child(ren)/ward(s).
3. The undersigned, for myself, and/or on behalf of my spouse, minor child(ren)/ward(s) hereby represent that (i) I/we are in good health and in proper physical condition to participate in the activities in which NSAA provides; and (ii) I/we are not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my/our ability to safely participate in activities; (iii) I/we have not been advised against activities by a health professional. I agree that it is my sole responsibility to determine whether I/we are sufficiently fit and healthy enough to participate in activities
4. The undersigned, for myself, and/or on behalf of my spouse, minor child(ren)/ward(s) hereby 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.
5. The undersigned, for myself, and/or on behalf of my spouse, minor child(ren)/ward(s) hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless NSAA from and against any and all claims, demands, actions, suits, judgments, damages, liability, cost or expense, or causes of action, which are in any way connected with my participation in any activity at NSAA or my use of any NSAA equipment or facilities, including but not limited to those alleging negligent acts or omissions.
6. The undersigned, for myself, and/or on behalf of my spouse, minor child(ren)/ward(s) certify that I/we have adequate insurance to cover any injury or damage I/we may cause or suffer while participating, or else I/we agree to bear the costs of such injury or damage myself. I/we further certify that I/we are willing to assume the risk of any medical or physical condition I/we may have.
7. Should NSAA 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.
8. Notwithstanding anything to the contrary herein, in the event that I file a lawsuit against NSAA, I agree to do so solely in the state of Tennessee, and I further agree that the substantive law of Tennessee 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.

9. I understand that, while participating in activities at NSAA, my photograph or video might be taken and that those pictures and video can be used in promotional materials for the Nashville School for the Aerial Arts, LLC unless I explicitly opt out.
10. I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I or my spouse and/ or child(ren)/ward(s) visit NSAA. The undersigned further expressly agrees that this agreement is intended to be as broad and inclusive as is permitted by the laws of this state and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
11. The facility is making its best efforts to reduce the risk of transmission of COVID-19, but the safety of the community is in the hands of every one of us. I expressly agree and promise to abide by the safety precautions as posted in the NSAA facility. I am aware that training during and after the COVID-19 pandemic involves certain inherent risks, dangers and hazards, which can result in serious infection, personal injury or death. I further acknowledge, understand, appreciate, and agree that my participation may result in possible exposure to and illness from COVID-19. While protocols and personal discipline may reduce this risk, the risk of serious injury, illness, and even death is not possible to fully mitigate. I hereby freely agree, to assume and accept all known and unknown risks of exposure to COVID-19, even arising from the negligence of the releasees or others and assume full responsibility for my participation.
12. I hereby waive, release, and discharge all claims that I have or may have in the future, and covenant not to sue your business, its administrators, directors, agents, officers, volunteers, employees, contractors, other participants, any sponsors, advertisers, owners, and lessors of the premises on which the activity takes place (each considered one of the "releasees" herein) from all liability, claims, demands, losses, 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.
13. In order to participate in classes or other events at NSAA, the undersigned accepts the entire agreement. No written modification or strike-out of the originally typed agreement shall be effective unless signed by both parties.
14. I agree that if any portion of this Agreement is held to be invalid, that portion shall be severable, and the remaining agreement shall continue to have full force and effect.
15. In the event of my death or incapacity, this Agreement shall be effective and binding upon my heirs, estate, next of kin, executors, administrators, assigns and representatives.

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. I agree that a digitally reproduced/scanned version of this waiver is fully valid and representative of the original, signed executed copy.

Participant: \_\_\_\_\_ Today's Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
 (PRINT NAME – one waiver per (SIGNATURE) MM / DD / YY  
 participant)

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

**PARENT'S OR LEGAL GUARDIAN'S ADDITIONAL INDEMNIFICATION:** Must be completed for participants under the age of 18  
 This is to certify that I, as the parent or guardian with legal responsibility for the Participant, do consent and agree to his/her release as provided above. I understand that a minor may not be left unaccompanied at the facility. In consideration of the Participant's being permitted by NSAA to participate in its activities and to use its equipment and facilities, I release and agree to indemnify and hold harmless NSAA, to the fullest extent permitted by law, from any and all liability, claims which are brought by, or on behalf of Participant, even if such liability arises from the active or passive negligence of NSAA.

Minor's Birth Date \_\_\_\_\_

Parent or Legal Guardian: \_\_\_\_\_ Today's Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
 (PRINT NAME) (SIGNATURE) MM / DD / YY