



**MINOR Liability Waiver,
Agreement, Release and Assumption of Risk**

(Read Carefully Before Signing)

In consideration of allowing _____ (minor name) to use, today and on all future dates, the property, facilities, staff, equipment and services of Aerofly Fitness, its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf,

I, _____ (parent name) hereby certify that I am the adult parent or guardian of the aforementioned minor child under the age of eighteen years, and I consent to his/her participation in the activities at Aerofly Fitness, and hereby agree to release, indemnify, and discharge Aerofly Fitness LLC, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

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. I acknowledge that my child's participation in any of aerial, dance, fitness, training, classes or workshops at Aerofly Fitness or their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf including but not limited to any aerial apparatus, dance, yoga, and fitness apparatus. The specific risks vary from one activity to another, but the risks range from: 1) minor injuries such as scratches, bruises, and sprains, 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions, 3) catastrophic injuries including partial and/or total disability, paralysis and death. The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe. These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, including but not limited to Aerofly Fitness, and its agents, owners, officers, volunteers, participants, employees, or any other person acting on their behalf. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I understand and agree that, if at any time, I feel anything to be unsafe, my child can refuse to participate further. I expressly agree and promise to accept and assume all of the risks and responsibility existing in this activity. My child's participation in this activity is purely voluntary, and I elect to have them participate in spite of the risks.

Representations: I recognize that that the types of fitness classes performed at Aerofly Fitness require some physical exertion that may be strenuous and may cause physical injury including a risk of death. I understand that many of the exercises require the participant to be in an upside-down position with relationship to the floor. Some medical conditions that might prevent my child from participating in Aerial Fitness classes include, but are not limited to: pregnancy, high/low blood pressure, glaucoma, surgery of any kind in the past six months, chronic pain or a medical condition involving the shoulders, wrists, hands or low back, Detached Retina, Heart Problems, Easy Onset Vertigo, Osteoporosis or Bone Weakness, Recent Concussion or Head Injury, Head Cold, Flu, or Sinusitis, Recent Stroke, Artificial or Re-Surfaced Hips, or Botox injections 24 hours prior. It is my responsibility to consult with a physician prior to my child participating in any class at Aerofly Fitness. I represent and warrant that my child is physically fit and has no medical conditions that would prevent my child's participation in classes.

_____ (Parent Initials)

Insurance: I certify that I have adequate insurance to cover any injury or damage that my child 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 my child may have.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD Aerofly Fitness or their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf, as well as to the landlord, installers of Aerial fitness props, manufacturers of the components of the Aerial Yoga props and/or other students, HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my child's involvement at 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.

Acknowledgment of Understanding: By signing this document, I acknowledge that if anyone is hurt or property is damaged during my child's participation in activities at Aerofly Fitness or their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf, I may be found by a court of law to have waived my right to maintain a lawsuit against Aerofly Fitness or their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf on the basis of any claim from which I have released it herein. I acknowledge that I have read this release and waiver of liability, assumption of risk and indemnity agreement. I fully understand its terms, understand that I have given up substantial rights by signing it, and am signing the agreement freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

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 represent that I am the guardian of the minor named above and have such authority to sign and agree to this release.

Please fill out completely:

Minor's Name

Minor's Date of Birth

Parent Signature

Print Parent Name

Today's Date

Home Address

City

State

Zip

Phone

Email Address