

**BODY LAB-Please sign and email to heather@bodylabtx.com or bring in for first class
PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK**

In consideration of the services of BODY LAB, 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 BL), I hereby agree to release, indemnify, and discharge BL, 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 aerial arts training and instruction, including trapeze, aerial fabric and other disciplines 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 risk include, among other things: exposing its participants to the potential for slips and falls and falling; rope burns; pinches; scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even sever life threatening hazards; strains, sprains, 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. In any event, if you or your child is injured, you or your child may require medical assistance, at your own expense.

Furthermore, BL employees and volunteers have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of participant's fitness, medical conditions, or abilities. 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 risk 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 BL 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 BL's equipment or facilities, **including any such claims which allege negligent acts or omissions of BL.**

4. Should BL 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 conditions I may have.

6. In the event that I file a lawsuit against BL, I agree to do so solely in the state of Texas, and I further agree that the substantive law of Texas 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.

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 BL 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 _____ DOB ____/____/____
Address _____
City/State _____ Zip _____
Phone _____
E-mail address _____
Date _____
I do **NOT** give permission for my/my child's photo to be used for promotional purposes

**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 BL to participate in its activities and to use its equipment and
facilities, I further agree to indemnify and hold harmless BL 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: _____