

**Sky Gym, LLC -- Participation Agreement; Including Indemnification, Covenant Not to Sue, Release of Liability, Rules, and Non-Exhaustive Description of Risks**

**WARNING! CIRCUS ARTS and being a SPECTATOR in this gym is INHERENTLY DANGEROUS. Being in the gym, and/or using the equipment or structures therein, puts you in the potential landing zone of participants and for other reasons exposes you to being INJURED or KILLED. This agreement not only PERMANENTLY WAIVES significant legal rights, it also forces you to pay for the damages and legal fees of the gym and others if anyone sues regarding injuries to you, injuries caused by you, and for claims related to any minors on behalf of whom you sign, EVEN IF THE MINOR(S) YOU SIGN FOR ARE NOT YOUR CHILDREN.**

**Consideration.** I wish to be a spectator or participant, or accompany a spectator or participant, at the recreation facility known as Sky Gym. In consideration of being allowed to be a spectator or participant, or to accompany a spectator or participant, I agree to the terms of this Participation Agreement (hereinafter the "Agreement").

**Release of Liability and Covenant Not to Sue.** I hereby forever covenant not to sue and release Sky Gym LLC, its owners (including Amber Monson), agents, employees, volunteers, sponsors, independent contractors, personnel, competition organizers, owners of equipment in the facility, *and any of these parties' insurance companies*, (collectively the "Released Parties"), from liability for negligence, wrongful acts, omissions, breach of warranty, and strict liability; I am NOT waiving claims founded in gross negligence or willful or wanton misconduct. I am waiving claims for property damage or theft.

**Indemnification.** I agree to indemnify, hold harmless, and defend the Released Parties from and against any and all causes of actions, claims, demands, losses, damages, liabilities, and costs (including but not limited to attorneys' fees) incurred by Released Parties of any nature whatsoever, including but not limited to those caused by the negligence of any Released Party, arising out of or in any way relating to my use of or presence in the facility or the services provided thereby or my participation in any activity therein, or arising out of the interpretation or enforcement of this Agreement, except for claims resulting from the gross negligence or willful or wanton misconduct of any Released Party. I further agree to indemnify the Released Parties for claims of others arising from my conduct in the facility.

**Agreement Binds Third Parties.** I acknowledge this entire Agreement, including its waiver and indemnification provisions, to the extent it binds me, shall also bind others who, as a result of the Released Parties' negligence, might otherwise acquire a cause of action on their own behalf or acquire the right to file a claim on my behalf, including my heirs, spouse, children, representatives, executors, guardians, administrators, or assigns I may have now or in the future. For example, if my family brought a lawsuit against the released parties for wrongful death as a result of the Released Parties' negligence, this Agreement would both cause their claim to fail and require my family to pay the Released Parties' costs and legal fees.

**Certification of Health.** I certify that I am in proper physical and mental health to be a spectator or participant in the physical activities I engage in now and into the future, and acknowledge my responsibility to cease activity if my health status precludes my ability to safely be a spectator or participant. I agree to notify my instructor in every class of any medical condition that may affect my level of consciousness, balance, vision, or ability to hold onto objects with my body. I also agree to notify my instructor of any medical condition which might be aggravated by circus arts or yoga, or which subjects me to increased risk of harm by participating. I also agree to assume the risk of aggravating any preexisting medical conditions by participating. I also agree to assume the risk of participating despite known and unknown medical conditions.

Initials of Spectator/Participant: \_\_\_\_\_

Initials of Parent/Guardian: \_\_\_\_\_

**Trial by Jury, Litigation Location.** I hereby voluntarily waive any right I may have to a trial by jury in any action, proceeding or litigation involving any Released Party. The laws of the State of Georgia shall govern the rights and obligations of the parties to this Agreement and the interpretation, construction, and enforceability thereof. I agree that any lawsuit brought against any Released Party shall be brought solely in Fulton County, Georgia.

**Timespan.** This Agreement is a permanent waiver, covenant, and indemnification for negligent acts by the Released Parties, negligence occurring in both the past and future, and for injuries sustained in the past and any sustained in the future, known or unknown.

**Rules.** I acknowledge that copies of this Agreement are freely available to me. I also agree to abide by the rules set forth by Sky Gym, LLC for participants and spectators, and acknowledge that I have received a copy of such rules and know where updated rules are posted.

**Minors.** All certifications or promises in this Agreement referencing "I" or otherwise to me, I am additionally making on behalf of any minors for whom I am signing. For example, by waiving the right for my heirs, spouse, children, representatives, executors, administrators, or assigns to bring a claim on my behalf, I am agreeing to the same waiver on behalf of any minors for whom I am signing, and thus eliminating the cause of action another parent or guardian might otherwise be able to bring against the Released Parties. I further agree to explain the risks and rules of the facility and to ensure my child or ward follows those rules. I also understand that I am personally indemnifying the Released Parties for claims the minor or their parent(s)/guardian(s) might have against the Released Parties for negligence.

**Severability.** If any portion of this Agreement is held invalid, the remainder shall remain in full force and effect.

**Integration/Merger Clause.** I acknowledge that this Agreement represents the entirety of any legally binding promises among me and the Released Parties and their insurers regarding assumption of risk, covenants not to sue, indemnification, and waiver of liability. This Agreement supersedes any and all previous oral or written promises or agreements, and this Agreement represents the complete and final agreement, and cannot be changed without another written, signed instrument.

**Assumption of Risk.** I have reviewed and fully understand the kinds of injuries that can occur, and assume the risk of such injuries. I acknowledge that if there are any risks I do not understand, that I can ask about injury risks before signing this waiver.

**Voluntary.** If I decide not to sign this waiver, I understand that I am entitled to a full refund for any services already purchased.

**Risks.** Risks include death, paralysis, cuts, abrasions, punctures, nerve damage, repetitive use damage, strangulation, and limb dislocation or destruction. Objects and people can fall on you. **Pads do NOT eliminate risks of falling from height, especially the risk of falling beyond the edge of a pad. ACTIVITIES AT THIS GYM ARE INHERENTLY DANGEROUS AND THIS RISK CANNOT BE ELIMINATED.**

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|--|---|---------------|--|--|
| _____<br>Name of Participant/Spectator | _____<br>Signature of Participant/Spectator | _____<br>Date | _____<br>DOB   | _____<br>Over 18?                                  |
| _____<br>Parent or Guardian            | _____<br>Signature of Parent/Guardian       | _____<br>Date | _____<br>Initialed 1st page?<br><input type="checkbox"/> | _____<br><input type="checkbox"/>                  |
| _____<br>Employee Witness              | _____<br>Signature of Employee Witness      | _____<br>Date | _____<br>Checked ID?<br><input type="checkbox"/>         | _____<br>Signed page 1<br><input type="checkbox"/> |