

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Canopy Studio, Inc., herein known as "CS", their agents, owners, officers, employees & all other persons or entities acting in any capacity on their behalf, I hereby agree to release & discharge CS on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I understand and acknowledge that the activity I and/or my child is about to engage in poses known risks and unanticipated risks which could result in injury, paralysis, death, emotional distress, or damage to myself, my child, to property or to third properties.

The following describes some but not all of those risks: Aerial dance & gymnastics entails certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Without a certain degree of risk, aerial dance & gymnastics students would not improve their skills & the enjoyment of the sport would be diminished. Aerial dance & gymnastics exposes its participants to the usual risk of cuts & bruises. Participants may fall off equipment, sprain or break wrists & ankles & may risk more serious injuries. Travel to & from performances, meets & exhibitions increases the possibility of any manner of transportation accidents. In any event, if you and/or your child is injured & require medical assistance, it shall be at your own expense & not at the expense of CS.

2. I expressly agree & promise to accept & assume all the risks existing in this activity. My and/or my child's participation in this activity is purely voluntary. No one is forcing my child or me to participate & we elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge & agree to hold harmless & indemnify CS from any & all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my or my child's participation in this activity.
4. Should CS or anyone acting on their behalf be required to incur attorney's fees & costs to enforce this agreement, I agree to indemnify & reimburse them for such fees & costs.
5. I certify that I and/or my child have health, accident and liability insurance to cover any bodily injury or property damage that may be caused or suffered while participating in this event or activity, or else I agree to bear the costs of such injury or damage to myself and/or my child. I further certify that I am willing to assume the risk of any medical or physical condition I and/or my child may have or else I am willing to assume & bear the costs of all risks that may be created, directly or indirectly, by any such condition.
6. In the event that I file a lawsuit against CS, I agree to do so solely in the State of Georgia, and I further agree that the substantive law of that state 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 portions shall remain in full force & effect.

By signing this document, I acknowledge that if anyone is hurt or property damaged during my and/or my child's participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against CS 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 & understood it & agree to be bound by its terms.

Signature of Participant or Parent/Legal Guardian _____

Print Name _____

Address _____

Phone _____ Email _____ Date _____

PARENT'S OR LEGAL 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 CS to participate in its activities & to use its equipment & facilities, I further agree to indemnify & hold harmless CS from any & 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.

Signature of Parent or Legal Guardian _____

Print Parent or Legal Guardian Name _____ Date _____