

**ANNUAL PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK** from \_\_\_\_\_ to \_\_\_\_\_

In consideration of the services of LoVega Fitness & Wellness LLC, 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 "LoVega Fitness"), I hereby agree to release, indemnify, and discharge LoVega, 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, aerial yoga and other various fitness modalities/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 risks include, among other things:** slips and falls; falling from equipment; rope burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards; strains, cuts, bruises, muscle soreness and fractures; musculoskeletal injuries including head, neck, and back; injuries to internal organs; the negligence of other people; the negligence of other participants, or other persons who may be present; my own physical condition; and the risk of emotional and psychological injuries or physical damage associated with this activity. Traveling to and from shows, meets and exhibitions raises the possibility of any manner of transportation accidents. In any event, if your child is injured, your child may require medical assistance, at your own expense.

Furthermore, LoVega Fitness employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. 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 risks 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 LoVega Fitness 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 LoVega Fitness's equipment or facilities, **including any such claims which allege negligent acts or omissions of LoVega Fitness & Wellness.**
4. Should LoVega Fitness 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 condition I may have.
6. In the event that I file a lawsuit against LoVega Fitness, I agree to do so solely in the state of Connecticut, 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 document shall remain in full force and effect.
7. I do hereby grant LoVega Fitness & Wellness the permission to use my likeness in photograph or video in any and all of its publications, including website entries and social media, without compensation or any other consideration. I understand and agree that these materials will become the property of LoVega Fitness & Wellness and will not be returned. I hereby irrevocably authorize LoVega Fitness & Wellness to edit, alter, copy, exhibit, publish or distribute images of me for purposes of publicizing LoVega Fitness & Wellness programs or for any other lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, I waive any rights to royalties or other compensation arising or related to the use of the photograph or video.

**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 LoVega Fitness & Wellness 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.**

Print Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Email \_\_\_\_\_

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

**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 LoVega Fitness to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless LoVega Fitness 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.

Legal Guardian Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_