

**THE SPACE:
2017 ANNUAL PARTICIPANT AGREEMENT, RELEASE, AND
ASSUMPTION OF RISK FROM _____ TO 31 Dec. 2017**



In consideration of the services of The Space Atlanta, LLC, their agents, owner, officers, volunteers, participants, employees, independent contractors, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as “THE SPACE”) I hereby agree to release, indemnify, and discharge THE SPACE on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

- I. I acknowledge that my participation in aerial arts, gymnastics, prop manipulation, acrobatic skills, drama skills, dance, yoga, and related training and instruction activities 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 completely 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; 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 will raise the possibility of any manner of transportation accidents. In any event, if you or your child is injured, you or your child may require medical assistance, at your own expense.

Furthermore, THE SPACE 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.

- I. 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.
- II. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless THE SPACE 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 THE SPACE’s equipment or facilities, including any such claims which allege negligent acts or omissions of THE SPACE.
- III. Should THE SPACE 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.
- IV. 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.
- V. I agree that The Space is in no way responsible for the safekeeping of my personal belongings while I attend class.
- VI. I agree to abide by all safety policies and instruction given by The Space at all times. I fully understand that if I fail to adhere to the safety policies and instruction, that I am endangering myself and others, and my membership may be revoked and no refund will be given.

VII. In the event that I file a lawsuit against THE SPACE, 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 document shall remain in full force and effect.

VIII. I understand that participating in classes, workshops, training, open practice, private lessons, and other related activities at THE SPACE does not qualify me to participate in these activities unsupervised by an instructor, does not qualify me to instruct others on the subject at THE SPACE or otherwise, and does not qualify me as a professional performer. THE SPACE provides recreational classes during which (and during any related student showcases and on site performances) you will always be in direct supervision of a qualified instructor.

Please list any allergies, medical conditions, or medications we should be aware of.

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 THE SPACE 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.

_____ Client Name	_____ Client Signature	_____ Date
_____ Client Email	_____ Client Phone	
_____ Emergency Contact Name	_____ Emergency Contact Phone	_____ Relationship

PARENT'S OR GUARDIANS ADDITIONAL INDEMNIFICATION) MUST BE COMPLETED FOR PARTICIPANTS UNDER THE AGE OF 18)

In consideration of _____ (“Minor”) being permitted by THE SPACE to participate in activities and to use its equipment and facilitates I further agree to indemnify and hold harmless THE SPACE 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/Guardian Name	_____ Parent/Guardian Signature	_____ Date
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