

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

Name _____

Date _____

In consideration of the services of **Ethereal Arts Northwest and Katelynn Lynch**, 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 "EAN"), I hereby agree to release, indemnify, and discharge EAN, 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 trapeze, aerial arts, gymnastics training and instruction and other various 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; 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 you or your child is injured, you or your child may require medical assistance, at your own expense.

- Furthermore, EAN employees have difficult jobs to perform. They seek safety, but they are not infallible. They might have inaccurate or incomplete information about 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 behave unpredictably.

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 EAN 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 EAN 's equipment or facilities, **including any such claims which allege negligent acts or omissions of EAN.**

4. Should EAN 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 EAN, I agree to do so solely in the state of Washington, 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.

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 EAN 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 _____

Email _____ Phone _____

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

Signature of Parent or Guardian: _____

Student Name: _____

Medical Information

Do you have any of the following conditions?

- _____ Asthma
- _____ Joint Injuries
- _____ Vision or Hearing impairment
- _____ Orthodontic appliances
- _____ Epilepsy
- _____ Back injuries
- _____ Recent surgery
- _____ Any other medical, learning, or sensory problems of which we should be aware?

If yes to any of the above, please explain: _____

I represent that I have fully and accurately completely the medical information section of this form and assert that I have no physical condition that would prevent or endanger me during my participation. In the event of an injury, I authorize EAN and its employees, agents, or those they deem fit, to administer first aid, transport me to a hospital, initiate medical treatment, and hold me until my emergency contact can be notified.

Signature: _____ Date: _____

Signature of Parent or Guardian
(required for students under the age of 18): _____

EMERGENCY CONTACT FORM

Student Name: _____

Personal Contact Info:

Street Address _____

City, State, ZIP _____

Home Telephone # _____ Cell # _____

Emergency Contact Info:

(1) Name _____ Relationship _____

Street Address _____

City, State, ZIP _____

Home Telephone # _____ Cell # _____

Work Telephone # _____ Employer _____

(2) Name _____ Relationship _____

Street Address _____

City, State, ZIP _____

Home Telephone # _____ Cell # _____

Work Telephone # _____ Employer _____

Medical Contact Info:

Doctor Name. _____ Phone # _____

Dentist Name _____ Phone # _____

Insurance Provider _____ Policy # _____

Policy Holder (if different than student): _____

Any Pre-existing Medical Issues (not mentioned previously in waiver):

I have voluntarily provided the above contact information and authorize Ethereal Arts Northwest and its representatives to contact any of the above on my behalf in the event of an emergency.

Signature _____

Date _____

Covid 19 Waiver

In consideration of the services provided by Ethereal Arts Northwest LLC., the facility, their agents, owners, officers, volunteers, participants, employees, independent contractors, volunteers, interns, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Releasees"), I represent that I am in good health and have had no known exposure to COVID-19 and no symptoms of COVID-19, including [**Spiked temperature or fever of any kind over 100 degrees, sore throat, cough, chills, shortness of breath, fatigue, congestion or runny nose, nausea or vomiting, diarrhea, muscle or body soreness not associated with aerial acrobatics, abnormal headache**], for 14 days prior to attending the facility. I acknowledge that if I believe I have had any exposure to COVID-19, I will immediately cease attendance at the facility until I can again warrant that I have had no known exposure for the 14 day period and alert the facility if I have been on the premises since my exposure.

The facility is making its best efforts to reduce the risk of transmission of COVID-19. But the safety of the community is in the hands of every one of us. I expressly agree and promise to abide by the safety precautions [AS FOLLOWS: **Washing my hands before and after class, not touching my face during class, staying a safe 6 feet away from anyone not in my immediate household until deemed safe to do so, and will use my own apparatus is available.**].

I am aware that training during and after the COVID-19 pandemic involves certain inherent risks, dangers and hazards, which can result in serious infection, personal injury or death. I further acknowledge, understand, appreciate, and agree that my participation may result in possible exposure to and illness from COVID-19. While protocols and personal discipline may reduce this risk, the risk of serious injury, illness, and even death is not possible to fully mitigate.

I hereby freely agree, to assume and accept all known and unknown risks of exposure to COVID-19, even arising from the negligence of the releasees or others and assume full responsibility for my participation. I further recognize and acknowledge that the risks inherent in training can be greatly reduced by: [Fill out or reference the other documents/procedures you have distributed]

I hereby waive, release, and discharge all claims that I have or may have in the future, and covenant not to sue your business, its administrators, directors, agents, officers, volunteers, employees, contractors, other participants, any sponsors, advertisers, owners, and lessors of the premises on which the activity takes place (each considered one of the "releasees" herein) from all liability, claims, demands, losses, damages, on my account caused or alleged to be caused in whole or in part by the negligence of the releasees or otherwise, including negligent rescue operations.

I further agree that if, despite this release, waiver of liability, and assumption of risk, I or anyone on my behalf makes a claim against any of the releasees, I will indemnify,

defend, and hold harmless each of the releasees from any loss, liability, damage, or cost, including attorneys' fees, which any of the aforementioned may incur as a result of such a claim.

I accept for use as-is the equipment to be used in activities governed by this agreement.

I have read this Agreement and I fully understand its terms. I understand that I am giving up substantial rights, including my right to sue the facility and its staff for injuries resulting from the inherent risks of training during and after the COVID-19 pandemic, and the ordinary negligence of the facility and staff. I further acknowledge that I am signing this agreement freely and voluntarily, without inducement or assurance of any nature, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by the laws of the state of WA.

I, hereby covenant and promise that I am the minor's parent and/or legal guardian, and on behalf of myself and the minor, understand the nature of the above referenced activities and the minor's health, experience, and capabilities and believe the minor to be able to participate in such activity safely. I understand the risk of exposure to injury and/or infectious diseases including COVID-19, for myself and my child, as a participant, spectator, classes, and/or presence at the facility. I hereby waive, release, discharge, and covenant not to sue, and agree to defend, indemnify, and hold harmless each of the releasees from all liability, claims, demands, losses or damages on the minor's or my account which were caused or alleged to be cause in whole or in part by the negligence of the releasees or otherwise, including but not limited to injury, negligent rescue operations, and/or exposure to infectious diseases and I further agree that if, despite this release, I, the minor, or anyone else on the minor's behalf makes a claim against any of the above releasees, I will defend, indemnify, and hold harmless each of the releasees from any litigation expenses, attorneys' fees, loss liability, damage, or cost which any releasee may incur as the result of any such claim.

In consideration of _____ (print minor's name) ("Minor") being permitted by the facility to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless the facility 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.

Governing Law, forum, and consent to jurisdiction. This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of WA, including its statutes of limitations and without regard to its choice of law principles. The undersigned herein irrevocably consents to the jurisdiction of the courts in the state of WA, which shall be the sole forum for the resolution of any disputes that arise out of or relate to the parties' relationship.

The parties intend this statement of their agreement to constitute the complete, exclusive, and fully integrated statement of their agreement. As such, it is the sole expression of their agreement, and [they are not bound by any other agreements of whatsoever kind or nature].

This Agreement may not be changed orally, and no modification, amendment or waiver of any provision contained in this Agreement, or any future representation, promise or condition in connection with the subject matter of this Agreement shall be binding upon any party hereto unless made in writing and signed by both parties.

In order to participate in classes or other events at the facility, the undersigned accepts the entire agreement. No written modification or strike-out of the originally typed agreement shall be effective unless signed by both parties.

In the event of my death or incapacity, this Agreement shall be effective and binding upon my heirs, estate, next of kin, executors, administrators, assigns and representatives.

Print name of minor

Date

Print name of Guardian or Participant

Signature of Guardian or Participant

Date