

Safety First Partnership Agreement ,Assumption of Risk, and PAR-Q

In consideration of the services of Kelly (Courson) Hayes and all other persons or entities acting in any capacity on her behalf, I hereby agree to release, indemnify, and discharge Kelly Hayes, 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 training and instruction, including lyra, aerial fabric, and other apparatuses 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.
2. **The risk include, but are not limited to:** exposing its participants to the potential for slips and falls and falling; rope burns; pinches; scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even severe life threatening hazards; strains, sprains, 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. In any event, if you are injured, you may require medical assistance, at your own expense. I fully understand the risks associated with this exercise program.
3. 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 and fully at my discretion.
4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Kelly Hayes 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 Kelly Hayes' or Studio's equipment or facilities, **including any such claims which alleged negligent acts.**
5. Should Kelly Hayes 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.
6. I agree to bear the costs of such injury or damage myself. I further certify that I am willing to disclose any medical or physical condition I have that may put me at risk for injury and assume the risk of any medical or physical conditions I may have.
7. In the event I file a lawsuit against Kelly Hayes, I agree to do so solely in the state of Florida, and I further agree that the substantive law of Florida shall apply in that action without regard to the conflict of law rules of that state.
8. 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.
9. By signing up for classes or events, the attendee grants Kelly permission to use his/her likeness in a photograph and/or video in any and all materials without payment or consideration made to them. The attendee realizes these photos and/or videos become Kelly's property and will not be returned. The attendee authorizes Kelly to use, edit, copy, publish or exhibit any photo or video for any lawful purpose. The attendee waives the right to obtain royalties from the photo or video. Please let Kelly know if you do not wish to have you or your minor child's picture/video made public.
10. I understand that the Studio is operated by First Coast Center of the Arts and not by Kelly Hayes.
11. I agree that any provision herein found to be illegal, invalid, or unenforceable will in no way affect the validity or enforceability of the remaining terms in the release.
12. 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 Kelly Hayes on the basis of any claim from which I have released them herein.
13. 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.

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In order to provide a great experience and keep your body healthy, please list any special considerations you may have:

Injuries old or new (especially shoulder) _____

High Blood Pressure yes / no

Heart Disease yes / no

Diabetes yes / no

Glaucoma or other eye issues yes / no

Dizziness yes no

Other _____

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 Adult Participant or Guardian _____ Print _____

Minor's Information (if participating) Name _____ DOB _____

Address _____

City/State _____ Zip _____

Phone _____ Date _____ Email _____

Please include emergency contact information (2 if you have it). Please notify us immediately if emergency contact information changes. This is VERY important.

Name _____ Phone _____

Name _____ Phone _____