**RELEASE OF LIABILITY Pg. 1 of 2**

In consideration of being allowed to participate in any way in AERIAL FITNESS training/activities provided by VERTIFIT, the undersigned acknowledges, appreciates, and agrees that:

1. The risk of injury from the activities involved in these programs is significant, including the potential for permanent disability and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury to me does exist; and,

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,

3. I willingly agree to comply with the state and customary terms and conditions for participation. If I observe any unusual significant concern in my readiness for participation and/ or in the program itself, I will remove myself from participation and bring such to the attention of the nearest instructor immediately; and,

4. I, for myself and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY RELEASE VERTIFIT and its owners, instructors, and volunteers, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property incident to my involvement or participation in these programs, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

5. I, for myself and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY INDEMNIFY AND HOLD HARMLESS all the above Releasees from any and all liabilities incident to my involvement or participation in these programs, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law. 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 VERTIFIT 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. I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

**X Signature of Student OR Guardian**

SIGNATURE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Child/Student’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PHOTO/VIDEO RELEASE**

For good and valuable consideration, the receipt of which is hereby acknowledged, I hereby consent to the photographing of myself or child and the recording of our voice and the use of these photographs and/or recordings for advertising, publicity, commercial or other business purposes. I understand the term, “photograph,” as used herein encompasses both still photographs and motion picture footage. I further consent to the reproduction and/or authorization by VERTIFIT to reproduce and use said photographs and recordings of my voice, for use in all domestic and foreign markets. Further, I understand that others, with or without the consent of VERTIFIT may use and/or reproduce such photographs and recordings. I hereby release VERTIFIT, and any of its associate or affiliated companies, their directors, agents, employees, and appointed advertising agencies from all claims of every kind on account of such use.

**X Signature of Participant OR Guardian**

SIGNATURE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Child/Student’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**VERTIFIT POLICIES Pg. 2 of 2**

1. All participants must complete the appropriate safety forms & waivers.

2. Instructor must give permission for usage of any space and/or equipment before use. All space/equipment usage must be supervised. All equipment should be put away after use.

3. Students must be at least 8 years old to participate in ALL CLASSES. (Exceptions for ages under 8 yrs. but must be individually approved by owner.) Students must be 13 years + to participate in OPEN GYM.

4. Students are NOT allowed to operate the Aerial Motors, rig equipment, operate the sound system or AC. Only APPROVED employees may handle equipment & motors.

5. Weight restrictions limit some activities performed on the Aerial Motor Points. Check with management before using these points for multiple performers. Safety mats must be used under all aerial points unless given special permission by management.

6. NO swinging or “circle flights” allowed on the Aerial Motor Points.

7. No gum or jewelry allowed in class. No shoes allowed on mats. Please refrain from texting/phone calls during class time.

8. Learning about general aerial safety & equipment ratings is every participant’s responsibility. Performers should inspect the rigging & apparatus before use, or ask for assistant doing so. Any (and all) concerns must be immediately directed to VERTIFIT management so that safety issues can be avoided.

9. An Incident Report MUST be completed immediately following any/all injuries that occur within the facility (including minor issues).

10. VERTIFIT will not be held accountable for any lost or stolen property.

11. All classes are “multi-level” unless otherwise stated on the monthly schedule. Advanced level classes may require specific pre-requisites to participate. See instructor for details.
12. Classes may be “capped” at a specific capacity to safely accommodate students & instructors. Classes operate on a “first come, first serve” basis. Students must sign-in upon arrival to ensure a spot in class.

13. VERTIFIT reserves the right to adjust the Class Schedule on a monthly basis. Please see website, Facebook, or front desk for an updated Class Schedule on a regular basis.

14. Class Passes must be used before expiration date. Exceptions for injuries/illness with doctor’s note only.

15. ONLY personal/amateur photos & video may be taken during classes/rehearsals for private use. Photos taken during class may be posted on social media websites, used strictly for VERTIFIT promotional use, and may NOT be sold. Please do not post videos. (Applies to all students, performers, instructors, events/gigs, all classes, private lessons & rehearsals.)

16. Students must cancel classes that they’ve signed up for at least 24 hours prior to the class beginning if they have decided not to attend the class. If not cancelled, the student's account will be charged for the class (1 Class will be used & cannot be returned.)

17. Private Lessons must be canceled at least 24 hours in advance, or the student will be charged for the lesson in full.

**I have read and understand the “School & Facility Policies” outlined by VERTIFIT. I agree to abide by all policies.**

**X Signature of STUDENT or Guardian**

SIGNATURE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE\_\_\_\_\_\_\_\_\_\_\_\_\_ Child/Student’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_