

### **Liability Waivers for Re-Opening During and After the COVID-19 Pandemic**

In consideration of the services provided by AERIAL REVOLUTION ENTERTAINMENT, INC, its facilities, 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"),

#### **Representations**

I am/ I, as guardian of the MINOR, represent that I am/ the Minor is in good health and have had no known exposure to COVID-19 and no symptoms of COVID-19, including Cough, Shortness of breath or difficulty breathing, Fever, Chills, Repeated shaking with chills, Muscle pain, Headache, Sore throat, New loss of taste or smell or symptoms associated with Multi-System Inflammatory Syndrome in children, including persistent fever (4-5 days), rash and abdominal pain for 14 days prior to attending the facility. I/ the Minor acknowledge that if I believe I/ the Minor have had any exposure to COVID-19, I/ the Minor will immediately cease attendance at the facility until I can again warrant that I/ the Minor have had no known exposure for the 14 day period and alert the facility if I/ the Minor have been on the premises since my/ the Minor's exposure.

Promises to Abide by New Precautions

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 contained in this link: [Safety Protocols, Guidelines And Activities During Covid-19](#).

#### **Clear and Unambiguous Risk**

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/ the minor's 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.

#### **Assumption of Risk**

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 practices and protocols enumerated in the above paragraph, including pre- screening procedures; temperature checking; disinfecting of premise, apparatus, props and surfaces; masks requirement, 6 ft. social distancing, designation of apparatus and props, and airflow among others. I am also well aware and acknowledge that risks can also be mitigated through the guidance and monitoring of information from credible resources including, the CDC, state and local agencies guidelines to fight COVID-19. References include:

- ! [Centers for Disease Control and Prevention](#)
- ! [State of California](#)
- ! [County of SAN DIEGO, CA](#)

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.

Indemnification Agreement

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.

#### **As-is Clause**

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

#### **Acknowledgement of Understanding**

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 California.

**Forum Selection, Consent to Jurisdiction, and Choice of Law 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 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 California, 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 California, which shall be the sole forum for the resolution of any disputes that arise out of or relate to the parties' relationship.

**Merger – Integration**

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 the other agreements entered by the parties are incorporated here by reference and consist of (1) Participant Agreement With Waiver, Release And Assumption Of Risk and (2) Safety First

Partnership Agreement and Assumption of Risk

**No Oral Modification**

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.

**No Strike-Outs**

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.

**Severability**

I agree that if any portion of this Agreement is held to be invalid, that portion shall be severable, and the remaining agreement shall continue to have full force and effect.

**Binding Effect of Agreement**

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.

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 AERIAL REVOLUTION ENTERTAINMENT 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: \_\_\_\_\_

Address: \_\_\_\_\_

Parental Consent: \_\_\_\_\_

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 AERIAL REVOLUTION ENTERTAINMENT, Inc 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/ Guardian: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Date: \_\_\_\_\_ Email: \_\_\_\_\_