

Kinetic Arts Center, LLC 785 7th St Oakland, CA 94607 www.KineticArtsCenter.com
Participant Agreement, Release, and Assumption of Risk

Student(s) Name: _____ PLEASE PRINT LEGIBLY
Street: _____ City: _____ Zip: _____ Male Female
Email (of parent/guardian): _____ B-Date(s): _____ Age(s): _____

Is the Student under 18? Parent/Guardian Name: _____
Use first? CellPhn (_____) _____ HmPhn (_____) _____ WkPhn (_____) _____

How Did You Hear About Kinetic Arts Center? Friend Name: _____
(If you buy a 10-class package, your friend gets a FREE class – as do you when you refer a friend and they do the same)
 Calendar Listing Email Postcard Show or Festival Drive By Sighting Other _____

EMERGENCY CONTACT Someone NOT the Student (adult or child): **SAME PARENT/GUARDIAN INFO AS ABOVE**
Name: _____ Relationship: Mom Dad Spouse Friend Other
Phone: (_____) _____ Email: _____ (email often gets a quicker response)

Waiver of Liability and Hold Harmless Agreement

1. In consideration of the services of Kinetic Arts Center, LLC, I, or acting on behalf of my child/ ward _____, hereby release, waive, discharge, indemnify, hold harmless and covenant not to sue Kinetic Arts Center, LLC, their officers, agents, servants, or employees (hereinafter referred to as KAC) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me (or on behalf of my child/ ward) whether caused by the negligence of KAC, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted as well as on other premises where activities have been contracted to perform or teach.

2. I am (or acting on behalf of my child/ward) fully aware of the risks involved and hazards connected with Circus Arts and related activities, performing, learning or teaching including but not limited to minor or major injuries, paralysis, death, emotional distress or damage to myself or my child, to property, or to third parties. I understand that certain risks associated with Circus Arts (including but not limited to: dance, tumbling, all physical theatre activities, climbing, swinging) simply cannot be eliminated without jeopardizing the essential qualities of the activity. Without a certain degree of risk students, performers, teachers would not improve their skills and the enjoyment of the art would be diminished. Circus Arts and related activities expose its participants to the usual risks of cuts and bruises in addition to more serious risks like sprains, bone breaks or other more serious injuries. Traveling to and from shows, exhibitions, or performance raises the possibility of any manner of transportation accidents. In any event, I understand that if I (or my child/ward) am injured, I (or my child/ward) may require medial assistance at my own expense. I (or on behalf of my child/ward) hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I voluntarily assume full responsibility (or for my child/ward) for any risks of loss, property damage or personal injury, including death, that may be sustained by me (or my child/ward), or any loss or damage to property owned by me, as a result of being engaged in such an activity, whether caused by the negligence of KAC or otherwise.

3. I further hereby agree, to indemnify and hold harmless KAC from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my (or my child/ward's) participation in said activity, whether caused by negligence of KAC or otherwise.

4. I understand that Kinetic Arts Center, LLC (KAC) does not maintain any insurance policy covering any circumstance arising from my (or my child/ward's) participation in this event or any activity associated with or facilitating that participation. As such, I am aware that in event of injury or accident no insurance coverage of any kind is available except that which I provide myself (or my child/ward) at my own expense. I certify that I (and/or my child/ward) has health, accident and liability insurance (or performers insurance) to cover any bodily injury or property damage that may be caused or suffered while participating in an related event or activity, or else I agree to bear the costs of such injury or damage to myself (and/or child/ward). I further certify that I am willing to assume the risk of any medical or physical condition me (or my child/ward) may have or else I am willing to assume and bear the costs of all risks that may be created, directly, indirectly, by any such condition.

5. It is my express intent, or acting on behalf of my child/ward, that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a release, waiver, discharge and covenant not to sue the above-named KAC. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of California.

6. I agree to allow Kinetic Arts Center, LLC use of photographed images in public relations and marketing materials including but not limited to print, video and electronic media.

7. In signing this release, I acknowledge and represent that I (or on behalf of my child/ward) have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this release for full, adequate and complete consideration fully intending to be bound by same.

Signature of Student or Parent/Guardian (if over 18) Print Name: _____

Signature: _____ **Date:** _____