

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of JMS Sports Management LLC dba Sportsplex Gym and Fitness, It's Justin Credible LLC dba The Flying Royals, and JSD Projects LLC dba Listo Flying Trapeze, their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "OPERATORS"), I hereby agree to release, indemnify, and discharge OPERATORS, 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 manipulation skills, equilibristic skills, drama skills and aerial instruction activities 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; nerve damage; injuries to internal organs; the negligence of other participants or persons who may be present; my own physical condition; and the risk of emotional and psychological injuries or physical damage associated with this activity. transmissible pathogen or disease; Traveling to and from shows, meets and exhibitions will raise the possibility of any manner of transportation accidents. In any event, if you or your child is injured, any medical assistance will be at your own expense.

Furthermore, OPERATORS personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of 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 malfunction.

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 OPERATORS 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 OPERATORS's equipment or facilities, **including any such claims which allege negligent acts or omissions of OPERATORS.**
4. Should OPERATORS 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 OPERATORS, I agree to do so solely in the state of New York, 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 OPERATORS on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at OPERATORS.

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.

Print Name _____ Phone Number _____

Address _____ City _____

State _____ Zip _____ Email _____

Signature of Participant _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of _____ (print minor's or minors' names) ("Minor(s)") being permitted by OPERATORS to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless OPERATORS from any and all claims which are brought by, or on behalf of Minor(s), and which are in any way connected with such use or participation by Minor(s).

Parent or Guardian: _____ Print Name: _____ Date: _____

Sportsplex Flying Trapeze
COVID-19 Self-Certification and Assumption of Risk
as of July 1, 2020

This document must be read, completed, and signed by each participant (or, in the case of a minor, by a parent or guardian signing on their behalf) PRIOR to arrival at the Sportsplex Flying Trapeze site. If this does not happen, you or your child will not be able to participate. Note that you need to do a new Self-Certification before each time you participate in a class.

I hereby certify that:

1. I have not tested positive for Covid-19.
2. I have not shown any symptoms of Covid-19 in the past 14 days.
3. I have not been in contact with anyone who has tested positive or shown any symptoms of Covid-19 in the past 14 days.
4. I have not traveled to or from locations requiring quarantine upon entry to New York State in the past 14 days.
5. I have taken my temperature today and certify that it is under 100.4F. (Note: Temperature may be taken by Flying Trapeze staff on site at check-in.)
6. I have complied with applicable public health guidelines, including social distancing and mask-wearing, for at least the past 14 days.
7. I understand that I could be a carrier of Covid-19, be completely asymptomatic, and unknowingly transmit the virus to others.
8. I understand that I could contract Covid-19 from an asymptomatic person at our location.
9. I have read, understood, and agree to comply with the Sportsplex Flying Trapeze safety procedures to prevent the spread of Covid-19.
10. I agree to inform Sportsplex Flying Trapeze via email/text/or phone call immediately if I develop symptoms or test positive for Covid-19 within a two-week period after being at our site, or if I learn that I have been in direct contact with someone who has later tested positive for the Coronavirus within 14 days before or after being at our site.
11. I understand that, in spite of all precautions, there is still a real risk that I may contract Covid-19 as a result of my participation in the Flying Trapeze activity. I expressly acknowledge and assume that risk, and further agree, on behalf of myself, my heirs, and assigns, to hold harmless all Operators of the activity from any claim or liability based on the transmission of Covid-19.

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.

Print Name _____ Phone Number _____ Email _____

Address _____ City _____ State _____ Zip _____

Signature of Participant _____ Date _____

If Participant is under 18, Parent or Guardian must sign

Parent or Guardian Signature: _____ Print Name: _____ Date: _____