

**Radical Movement Factory &
Westside Aerobics and Martial Arts (WAMA)**

509 Swift Street, Santa Cruz, Ca 95060 Unit L

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY
AGREEMENT**

I, _____ (“Participant”), hereby acknowledge that I am over the age of 18 and have voluntarily elected to participate in gymnastics, equilibristic skills, acrobatic skills, drama skills, dance, yoga, and aerial arts training (the “Activity”) to be held at the Radical Movement Factory (“the Factory”) at 509 Swift Street, Santa Cruz, California 95060 from January 1, 2016 – December 31, 2016. In consideration for being permitted to participate in the Activity, I hereby acknowledge and agree to the following:

ELECTIVE PARTICIPATION: I acknowledge that my participation is elective.

RULES AND REQUIREMENTS: I agree to conduct myself in accordance with the Factory’s policies and procedures (attached). I further agree to abide by all the rules and requirements set forth in the Activity I participate in. I grant any teacher or supervisor the right to terminate my participation in the Activity if it is determined that my conduct is unsafe, detrimental to the best interests of the group or violates any rule of the Activity.

INFORMED CONSENT: I have been informed of and I understand the various aspects of the Activity. I understand that as a Participant in the Activity I could sustain serious personal injuries, illness, property damage, or even death as a consequence of not only the Factory’s actions, inactions or negligence, but also the actions, inactions or negligence of others, conditions of equipment used, and that there may be other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, illness, property damage, disability, or death that I may sustain by any means is my sole responsibility.

RELEASE AND WAIVER OF LIABILITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** the Radical Movement Factory, its directors, officers, employees, independent contractors, and agents (hereinafter referred to as "Releasees") for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the Activity, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**

ASSUMPTION OF RISK: I understand that there are potential dangers incidental to my participation in the Activity, some of which may be dangerous and which may expose me to the risk of personal injuries, property damage, or even death. I understand that these potential risks include, but are not limited to: travel; consumption of food; weather conditions; criminal activities; negligent or willful acts of other participants; negligent first aid operations or procedures of Releasees; and other risks that are unknown at this time. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF RELEASEES,** and assume full responsibility for my participation in the Activity.

INDEMNITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or

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judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the Activity, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**

CHOICE OF LAW/SEVERABILITY: I hereby agree that this Agreement shall be construed in accordance with the law of the State of California and that this Agreement is intended to be as broad and inclusive as permitted by such law. I further agree that if any portion hereof is held invalid, the balance shall, notwithstanding, continue in full force and effect.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature of Participant

Date

If Participant is under 18 years of age:

I am the parent or legal guardian of the Participant. **I understand the legal consequences of signing this document, including (a) releasing the Factory from all liability on my and the Participant's behalf, (b) promising not to sue on my and the Participant's behalf, (c) and assuming all risks of the Participant's participation in this Activity, including travel to, from and during the Activity.** I allow Participant to participate in this Activity. I understand that I am responsible for the obligations and acts of Participant as described in this document. I agree to be bound by the terms of this document.

I have read this two-page document, and I am signing it freely. **No other representations concerning the legal effect of this document have been made to me.**

Signature of Minor Participant's Parent/Guardian

Name of Minor Participant's Parent/Guardian (print)

Date

Minor Participant's Name

Registration:

Name of Participant

Name of Parent (if under 18)

Address

Phone Number

Email

Emergency Contact Information

Name

Phone #

Relationship

Photo Release

I _____ hereby authorize The Radical Movement Factory to publish the photographs taken of me, and my name, for use in any online or print advertising related to The Factory. I acknowledge that since participation in publications and websites produced by The Factory is voluntary, I will receive financial compensation.

Signature of Participant

Date

If Participant is under 18 years of age:

I _____ hereby authorize The Radical Movement Factory to publish the photographs taken of my child, and their name, for use in any online or print advertising related to The Factory. I acknowledge that since participation in publications and websites produced by The Factory is voluntary, neither my child nor I will receive financial compensation.

Signature of Minor Participant's Parent/Guardian

Date