

Guardian Art Liability Waiver

1055 Pecten Court, Milpitas, Ca 95035 www.guardianart.org (408) 627-5162 guardian@guardianart.org

Name(s) of participants _____

Address _____ City _____ State _____ Zip _____

Phone Number (s) _____ Emergency Phone Contact _____

Email _____

In consideration for the use of services, facilities, or equipment provided by the Guardian Art, the participant hereby releases the Guardian Art, its subsidiaries, affiliates, partners, officers, directors, employees, agents and volunteers (and each of their respective heirs, assigns, and legal representatives), on behalf of the participant or his or her heirs, assigns, and legal representatives, from any and all liability for negligence, bodily injuries, death or property damage to participant, arising out of participant's use of, or presence upon property, or services of the Guardian Art.

The participant at the Guardian Art understands, acknowledges, and agrees that activities such as acrobatics, gymnastics, tumbling and trampoline, climbing, parkour, free running, grappling, and sparring are dangerous activities, and those activities can result in injury to the person or damage to the property or to third parties, and the participant is fully aware of the risks inherent in engaging in or observing any activity at or provided by the Guardian Art, no matter how careful the participants and staff, no matter what safety equipment is used, the risk cannot be eliminated. Risk can be reduced but never eliminated.

The risk of injury includes minor injuries such as bruises, and more serious injuries such as broken bones, dislocations, and muscle pulls. The risks include catastrophic injuries such as permanent paralysis or death. These can occur from landings or falls on the back, neck, or head and other such occurrences. The participant may suffer such injuries while merely observing or being in the proximity to our activities as other participants may collide, land, or fall upon you. The participant is aware of the conditions of the facilities and that conditions may become more dangerous during the time the participant is using the premises. The participant voluntarily assumes all risk of loss, damage, or injury while on the premises. The participant acknowledges that there are various degrees of skill and experience required for the different activities and the participant will abide by the rules for the use of the various activities, including wearing all of the protective gear and equipment that is required for participation and will follow instructions of staff members. Failure to follow rules and instructions from staff may result in termination of participation in activities without refund.

The participant agrees to indemnify the Guardian Art against, and save it harmless from, any and all damages, actions, claims, judgments, costs of litigation and attorney fees which may result from the participants use of or presence upon the property or facilities or services of the Guardian Art, including damage to the equipment used by the Guardian Art, or lessor's property.

I hereby authorize the Guardian Art to act for me according to their best judgment in any emergency requiring medical attention. All medical expenses incurred will be the responsibility of the participant or participant's family. I certify to the Guardian Art that I have no physical condition or mental impairment that would be affected by participation in activities of the Guardian Art. I permit the Guardian Art to use any photographs, videotapes, motion picture recordings, or any other record taken while I am on the premises of the Guardian Art, or engaged in any activity or event sponsored, promoted, or organized by the Guardian Art for publicity, advertising, or any legitimate purpose.

By signing this waiver and assumption of risk and release, I acknowledge that I have read the above release and fully understand its contents. I agree to be bound by the terms of the release and understand that any and all risks, whether known or unknown, are expressly waived in advance. I certify that the participant is covered by insurance to cover any injury or damages I may suffer or cause, or else I agree to bear the costs for such injury or damage to myself, or others.

PARENT OR LEGAL GUARDIAN MUST SIGN IF PARTICIPANT IS UNDER THE AGE OF 18.

Signature _____ Date _____

Print name _____ Relationship to participant _____

Witness _____ Date _____