

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of TSNY LOS ANGELES, LLC, a California limited corporation, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity by, through, under or on their behalf (hereinafter collectively referred to as "TSNY"), I hereby agree to release, indemnify, and discharge TSNY, 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 instruction and training, individual and group initiatives, problem solving exercises, personal growth and development exercises utilizing flying trapeze, static trapeze, trampoline, silks, lyra, vertical rope, and all other equipment used at TSNY entails known and unanticipated risks that could result in physical or emotional injury or death. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: the hazards of slips and falls; being struck by objects dislodged or dropped from above; the hazards from using safety ropes and equipment; the risks of falling off the trapeze; the risks of landing improperly in a safety net; the risks of being entangled in safety lines; my own physical condition, and the physical exertion associated with this activity.

Furthermore, TSNY employees have difficult jobs to perform. They seek safety, but they are not infallible and among other things (1) they might be unaware of a participant's fitness or abilities, (2) they might misjudge the weather or other environmental conditions, (3) they may give incomplete or inaccurate instructions or warnings, and (4) the equipment being used might malfunction. (INITIAL)

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. (INITIAL)

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless TSNY, as well as the City of Santa Monica, the City Council, boards and commissions, its officers, agents, employees and volunteers, the Santa Monica Pier Restoration Corporation and its board, officers, agents, employees and volunteers (collectively "the City Entities"), from and against any and all claims, demands, actions, suits, judgments, damages, liability, cost or expense, or causes of action, which are in any way connected with my participation in this activity or my use of TSNY's equipment or facilities, regardless of the active or passive negligence of TSNY or City Entities. (INITIAL)

4. 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. (INITIAL)

5. Should TSNY or City Entities or anyone acting on their behalf, be required to incur reasonable attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. (INITIAL)

6. Notwithstanding anything to the contrary herein, in the event that I file a lawsuit against TSNY or City Entities, I agree to do so solely in the state of California, and I further agree that the substantive law of California 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. (INITIAL)

By signing this document, I acknowledge that if anyone is hurt, or property is damaged or lost during my participation in this activity, I waive my right to maintain a lawsuit against TSNY on the basis of any claim from which I have released them herein. (INITIAL)

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. I agree that a digitally reproduced/scanned version of this waiver is fully valid and representative of the original, signed executed copy.

Participant: _____ Today's Date: ____/____/____
(PRINT NAME – one waiver per participant) (SIGNATURE) MM / DD / YY

Address: _____ Phone: _____

PARENT'S OR LEGAL GUARDIAN'S ADDITIONAL INDEMNIFICATION: Must be completed for participants under the age of 18 This is to certify that I, as the parent or guardian with legal responsibility for the Participant, do consent and agree to his/her release as provided above. I understand that a minor may not be left unaccompanied at the facility unless attending a day camp program. In consideration of the Participant's being permitted by TSNY to participate in its activities and to use its equipment and facilities, I release and agree to indemnify and hold harmless TSNY and City Entities, to the fullest extent permitted by law, from any and all liability, claims which are brought by, or on behalf of Participant, even if such liability arises from the active or passive negligence of TSNY or City Entities. (INITIAL)

Minor's Birth Date: _____

Parent or Legal Guardian: _____ Today's Date: ____/____/____
(PRINT NAME) (SIGNATURE) MM / DD / YY

PARENT OR LEGAL GUARDIAN MUST ALSO INITIAL THE EIGHT BOXES INDICATED ABOVE.