

KANSAS CITY AERIAL ARTS ANNUAL PARTICIPANT AGREEMENT
RELEASE AND ASSUMPTION OF RISK
as of June 25, 2020

In consideration of the services and activities of Shine Tribe Aerial Arts LLC DBA Kansas City Aerial Arts, its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "STAA"), I, on behalf of myself, my spouse, children, parents, heirs, assigns, personal representative and estate agree as follows:

1. I acknowledge that my participation acrobatic skills and aerial arts training and 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 are inherent in the essential qualities of the STAA services. *Such risks, include, but are not limited to: 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; injuries to internal organs; the negligence of other people; my own physical condition; and the risk of emotional and psychological injuries or physical damage associated with the STAA services.* Traveling to and from shows, meets and exhibitions will raise the possibility of any manner of transportation accidents. If you or your child is injured, any medical assistance will be at your own expense.
2. I acknowledge that STAA has safety measures in place; however, STAA's agents, owners, officers, volunteers, employees and contractors ("STAA Representatives") are not infallible. The STAA Representatives may be (i) unaware of a participant's fitness or abilities, (ii) misjudge the weather or other environmental conditions, (iii) give incomplete warnings or instructions, or (iv) the STAA equipment used may malfunction. I accept for use as-is the STAA equipment to be used in the STAA services under this Agreement.
3. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in the STAA services and activities is purely voluntary and I elect to participate in spite of the risks. I am willing to assume the risk of participating in the STAA services and activities regardless of any medial or physical condition I may have as it is my responsibility to recognize and evaluate any physical or mental concerns that might conflict with my participation in the STAA activities or services.
4. I hereby waive, voluntarily release, and forever discharge all claims that I have or may have in the future, and covenant not to sue STAA, STAA Representatives or the lessors of the premises on which the STAA activities or services takes place (each considered one of the "releasees" herein) from all liability, claims, demands, losses, damages, on my account caused or alleged to be caused in whole or in part by the negligence of the releasees or otherwise, including negligent rescue operations as it relates to me or my child, or my participation or my child's participation in the STAA services or activities or use of the STAA equipment or facilities.
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.
6. I further agree that if, despite this release, waiver of liability, and assumption of risk, I or anyone on my behalf makes a claim against any of the releasees, I will indemnify, defend, and hold harmless each of the releasees from any loss, liability, damage, or cost, including attorneys' fees, which any of the aforementioned may incur as a result of such a claim.
7. Should a releasee 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.
8. If I file a lawsuit against STAA, I agree to do so solely in the state of Kansas, based on Kansas law 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 provisions of this Agreement will remain in full force and effect. This is the complete understanding of the parties and is the sole expression of the parties. In order to participate in the STAA activities or services, the undersigned accepts this entire Agreement. No written modification or strike-out of the original agreement will be effective unless signed by both parties. This Agreement is binding on my successors and assigns.

COVID-19 PROVISIONS

9. I represent that I am in good health and have had no known exposure to COVID-19 and no symptoms of COVID-19, including a fever, rashes, stomach issues, cold symptoms and/or cough, for 14 days prior to attending STAA. I acknowledge that if I believe I have had any exposure to COVID-19, I will immediately cease attendance at a STAA activity or service until I can again warrant that I have had no known exposure for the 14 day period and alert the facility if I have been on the premises since my exposure. I represent the same for my child, if such child is participating in the STAA activities or services.

10. I represent that in the 14 days prior to attending STAA, I have not, or my child has not, if participating in the STAA services or activities, traveled to any restricted areas or areas of high risk for COVID-19 per the Center for Disease Control and Prevention guidelines.

11. STAA is making its best efforts to reduce the risk of transmission of COVID-19. However, the community's safety is based on each of our efforts. I expressly agree and promise on my behalf and my child's behalf, if a STAA participant, to abide by the safety precautions as requested by STAA, including, but not limited to, wearing a mask if participating in the STAA activities or services, maintaining good hygiene, including washing hands before starting any activity.

12. I am aware that training during and after the COVID-19 pandemic involves certain inherent risks, dangers and hazards, which can result in serious infection, personal injury or death. I further acknowledge, understand, appreciate, and agree that my participation or my child's participation may result in possible exposure to and illness from COVID-19. While protocols and personal discipline may reduce this risk, the risk of serious injury, illness and even death is not possible to fully mitigate.

13. I hereby freely agree, to assume and accept all known and unknown risks of exposure to COVID-19 on behalf of myself and my child, if a STAA participant, even arising from the negligence of the releasees or others and assume full responsibility for my participation. I further recognize and acknowledge that the risks inherent in training can be greatly reduced by adhering to the safety measures put in place by STAA.

MINOR PARTICIPANT ADDITIONAL INDEMNIFICATION PROVISIONS

(applicable to STAA Participants less than 18 years old)

14. I covenant that I am the parent and/or legal guardian of the Minor (listed as the Participant below) and on behalf of myself and the Minor, understand the nature of the STAA activities and the Minor's health, experience, and capabilities and believe the Minor to be able to participate in the STAA activities safely.

15. I understand the risk of exposure to injury and/or infectious diseases including COVID-19, for myself and my child, as a participant, spectator, classes, and/or presence at a facility.

16. I waive, release, discharge, and covenant not to sue, and agree to defend, indemnify, and hold harmless each of the releasees from all liability, claims, demands, losses or damages on the Minor's or my account which were caused or alleged to be caused in whole or in part by the negligence of the releasees otherwise, including, but not limited to injury, negligent rescue operations, and/or exposure to infectious diseases. I further agree that if, despite this Agreement and release, I, the Minor, or anyone else on the Minor's behalf makes a claim against any of the above releasees, I will defend, indemnify, and hold harmless each of the releasees from any litigation expenses, attorneys' fees, loss liability, damage, or cost which any releasee may incur as the result of any such claim.

I acknowledge I read this Agreement and release. I understand I am giving up substantial rights, including my right to sue STAA and its staff for injuries resulting from the inherent risks of training during and after the COVID-19 pandemic, and the ordinary negligence of the STAA facility and staff. I further acknowledge that I am signing this Agreement freely and voluntarily, without inducement or assurance of any nature, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by the laws of the state of Kansas. 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.

Participant's Name

(First & Last):

Is Participant a Minor?

Yes

No

Participant Date of Birth

Phone Number:

Address:

Email Address:

Date:

Signature of Participant/Legal Guardian:

Print Name of Legal Guardian (if Participant is a Minor):

Legal Guardian's Relationship to Minor: