



at S.L.A.M. (Streb Lab for Action Mechanics)

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**PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK**

In consideration of the services of Elizabeth Streb (AKA STREB, Ringside Inc., & Streb Lab for Action Mechanics) her respective heirs, agents, owners, officers, volunteers, participants, employees, board members and all other persons or entities acting in any capacity on her behalf or the behalf of STREB, Ringside Inc., or Streb Lab for Action Mechanics (hereinafter collectively referred to as STREB), I hereby agree to release, indemnify and discharge STREB on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

- I acknowledge that my participation in any of the classes, rehearsals or workshops at STREB @ SLAM including but not limited to flying trapeze, static trapeze, silk/fabric work, any aerial apparatus, tight wire, tumbling, trampoline, pop action, fully functional training, personal best, flip & tuck, yoga, and kid action entails known and unanticipated risks which 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:** The following describes some but not all of those risks: Participation in any of the above listed activities, classes, workshops or rehearsals or any other physical activity engaged in at STREB @ SLAM entails certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Without a certain degree of risk, participants would not improve their skills, and the enjoyment of the activity would be diminished. Participants are exposed to the usual risks such as cuts and bruises. Other more serious risks also exist. Participants may fall off equipment, sprain or break limbs and can suffer more incapacitating injuries as well. In any event, if you are injured, you may require medical assistance, at your own expense. Furthermore, STREB employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities and/or may give inadequate warnings or instructions. It is a STREB priority to keep our equipment as safe as possible, however, the equipment being used might malfunction.
- 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.
- I hereby release, forever discharge, and agree to indemnify and hold harmless STREB 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 STREB's equipment or facilities, including any such claims which allege negligent acts or omissions of STREB.
- Should STREB 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 such fees and costs.
- 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 that I may have.
- In the event that I file a lawsuit against STREB, 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 portions 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 STREB on the basis of any claim from which I have released them herein.**

**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.**

Signature of Participant: \_\_\_\_\_ Print Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Date: \_\_\_\_\_

**Parent's or Guardian's Additional Indemnification (must be completed for participants under 18 years)**

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

Parent or Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_