

Child Enrollment / Registration Form

|             | Last  |               |
|-------------|---|---------------|
|             |   |               |
| DOB:        |   | Gender: M / F |
|             |   |               |
| State       | Zip   |               |
| RMATION:    |   |               |
|             | Relationship to Child:  |               |
| n above):   |   |               |
| Cell Phone: | Work Phone:   |               |
|             | Work Hours and Days:  |               |
|             |   |               |
|             | _ Relationship to Child:  |               |
| n above):   |   |               |
| Cell Phone: | Work Phone:   |               |
|             | Work Hours and Days:  |               |
|             |   |               |
|             |   |               |
| I           | Relationship to Child:  |               |
| Cell Phone: | Work Phone:   |               |
| F           | Relationship to Child:  |               |
| Cell Phone: | Work Phone:   |               |
| F           | Relationship to Child:  |               |
| Cell Phone: | Work Phone:   |               |
|             |   |               |
|             | es? (If yes please specify).  |               |
|             | State    DRMATION:    n above):   Cell Phone:   Cell Phone:   I   Cell Phone:   I   I   I   I   I   I   I | State         |

Does your child have any physical restrictions? (If yes please specify):

Please note any other information relevant to the child's care:

## LEVITATION NATION INC PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Levitation Nation, Inc., their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "LNI"), I hereby agree to release, indemnify, and discharge LNI, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my child's participation in acrobatic skills, pole fitness, yoga, aerial yoga & aerial arts training and instruction activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to my child, 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: 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 child's physical condition; and the risk of emotional and psychological injuries or physical damage associated with this activity. Traveling to and from shows, meets and exhibitions will raise the possibility of any manner of transportation accidents. In any event, if you or your child is injured, any medical assistance will be at your own expense.

Furthermore, LNI 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. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

- 2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My child's participation in this activity is purely voluntary, and I elect for my child to participate in spite of the risks.
- 3. I certify that I have adequate insurance to cover any injury or damage my child my 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 my child may have.
- 4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless LNI from any and all claims, demands, or causes of action, which are in any way connected with my child's participation in this activity or my use of LNI's equipment or facilities, including any such claims which allege negligent acts or omissions of LNI.

Furthermore, I understand that Levitation Nation may use photographs and/or videos of students for advertising.

- 5. I grant LNI to take photographs and/or videos of me and/or my child and I authorize LNI to use such photographs and/or videos of me or my child with or without me or my child's name for any lawful purpose, including publicity, illustration, advertising and web content.
- 6. I expressly agree all materials, CD's, photography, video and other intellectual property acquired while training with and/or performing with LNI shall be the property of LNI, and shall be returned immediately upon request by LNI.
- 7. Should LNI 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 all such fees and costs.
- 8. In the event that I file a lawsuit against LNI, I agree to do so solely in the state of Montana, 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 document shall remain in full force and effect.

## PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

In consideration of my child being permitted by LNI to participate in its activities and to use its equipment and facilities, I agree to indemnify and hold harmless LNI from any and all claims which are brought by, or on behalf of my child, and which are in any way connected with such use or participation by my child. I certify that I have adequate insurance to cover any injury my child may 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 my child may have. In the event that I file a lawsuit against Levitation Nation, I agree to do so solely in the state of Montana, 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.

By signing this document, you may be waiving your legal right to a jury trial to hold the provider legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational opportunity or for any injuries or damages you may suffer due to the provider's ordinary negligence that are the result of the provider's failure to exercise reasonable care.

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. I verify that I am the parent or guardian of the minor. I have authority to enter into this agreement on behalf of the minor. 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.

## Print Student Name:

Signature of Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: