

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Trapeze School World Corp., Trapeze School New York LLC, Acumen Capital Partners LLC, ACP BK I LLC, their agents or employees, owners, officers, volunteers, participants, 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 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 any activity at TSNY or my use of any TSNY equipment or facilities, including but not limited to those alleging negligent acts or omissions. (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 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, I agree to do so solely in the state of New York, and I further agree that the substantive law of New York 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, 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. (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.

ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. **Trapeze School New York™, Trapeze School World Corp., Trapeze School New York LLC ("TSNY")** has taken into account local, federal, and international recommendations and put in place preventative measures to reduce the spread of COVID-19 (posted throughout the facility, and available online here: https://newyork.trapezeschool.com/about/COVID-19_Safety_Procedures); however, due to the nature of our business, TSNY cannot guarantee that individuals will not become infected with COVID-19. Further, attending TSNY could increase one's risk of contracting COVID-19.

In consideration of being allowed to participate in class at TSNY and related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular measures and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest staff member immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS **TSNY**, their officers, officials, agents, and/or employees, other participants, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name of participant: _____

Participant signature: _____

Date signed: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name of parent/guardian: _____

Parent guardian/signature: _____

Date signed: _____