

Waiver

Participation in activities held at Access Via Exposure (AVE) Studio may entail certain risks that are inherent to the nature of the activity. We require all participants to assume all risk by signing this general release form.

I understand and acknowledge that the activity that I am about to engage in poses known and unanticipated risks which could result in injury, emotional distress, paralysis, death, damage to myself, my property or to third parties.

1. The Undersigned is fully aware of the risks and hazards inherent in participating in any events or classes held through AVE, and hereby elect voluntarily to enter upon said premises, knowing the present condition and knowing that said condition may be more hazardous and dangerous during the time that the Undersigned are upon said premises. The Undersigned is fully aware of the risks and hazards inherent in all activities associated with participation in AVE's activities, including injury or death, which no amount of care, caution, instruction, or expertise can eliminate. The Undersigned participant knows and understands the scope, nature, and extent of the risks involved within the activities contemplated within this agreement. The Undersigned hereby voluntarily assumes all risk of loss, damage, or injury that may be sustained by them, or to any property of the Undersigned as a participant in AVE sponsored activities.
2. I Hereby Agree to release, waive, discharge, and covenant not to sue AVE - and all officers, employees, and agents all for purposes herein referred to as "Participant" - from liability to the Undersigned, his or her personal representatives, assigns, heirs, and next of kin for all loss or damage and any claim or demands therefore, on account of injury to the person or property or resulting in the death of the Undersigned, whether caused by the negligence of Participant or otherwise, while the Undersigned is upon the premises of AVE Studio and/or a participant in AVE's classes.
3. I Hereby Agree to indemnify and save and hold harmless the Participant and each of them from any loss, liability, damage, or cost they may occur (1) due to the presence of any action of the Undersigned in or about AVE activities and/or (2) due to the participation in AVE activities whether caused by the negligence of the Participant or otherwise. The Undersigned expressly agrees that the foregoing Release, Waiver, and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. The Undersigned warrants the following statements to be true and correct and understands that the Participant have relied on them entering into the foregoing Release, Waiver, and Indemnity Agreement and therefore give the undersigned permission to enter the premises of AVE Studio and to participate in AVE activities.
4. In the unlikely event of a medical emergency, and if my emergency contact is not available, I authorize AVE staff to use their best discretion in obtaining medical treatment in my best interest, under the California Health and Safety Code Section 1799.102

5. I give permission to be photographed or videoed by AVE to be used for non-commercial purposes including, but not limited to press releases, brochures, newsletters, announcements, AVE's website.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF ALL LIABILITY AND INDEMNITY AGREEMENT. *I certify that I have read and understand all of the above information, and certify that all information given is correct and true to the best of my knowledge.*

PARTICIPANT

NAME _____

PARENT/GUARDIAN NAME, IF PARTICIPANT IS UNDER

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SIGNATURE _____ DATE _____

(PARENT/GUARDIAN SIGNATURE IF PARTICIPANT IS UNDER 18