

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT

In consideration of being permitted to participate in any activities and/or events with Parkour Horizons and/or Horizons Movement, LLC, (hereafter referred to as “Parkour Horizons”) I, for myself, for any of my children participating for whom I am a parent and/or legal guardian, and for my personal representatives, assigns, heirs, and next of kin understand and agree to the following:

- It is a dynamic athletic activity that has risk involved.
- There are moments in every technique where control may be lost.
- No place is with perfectly zero risk of injury to either walk on in an athletic manner, fall on, or do the activities that are done in this sport.
- It is impossible to teach a student to reflex safely 100% of all times.
- If a mat is soft enough to prevent falling injuries, it can cause ankle and knee injuries; if it is firm enough to move on, it can cause falling injuries.
- If any equipment is used, it can become defective or break or not work. This is normal, and although staff will retire equipment as its wear is discovered, it is unreasonable to predict when a piece may fail.
- A physician’s examination should precede enrollment. If not, by participating the student is stating that he or she is physically able to do this activity.
- The following injuries have occurred in the world of sports and yoga and acrobatics: every bone, tissue, organ, and part of the human body can be broken or injured, catastrophic injuries, and death and paralysis can occur in these dynamic sports and arts. They are inherent in these activities, and are just as so in training parkour.
- By participating you assume the inherent and dangerous risks in this sport and activity and agree and understand that you may get hurt or die. These risks are known and unknown and can happen to anyone, whether they are negligent or not.

I understand the risks involved, and after having thoroughly read and understood the above disclosure of the dangers inherent in the study of parkour, I voluntarily assume those risks in order to participate in these activities as well as all of the other group activities that we might do. By assuming these risks, I completely absolve Parkour Horizons, and/or any of the colleagues, students, teachers, or associates involved in this discipline. Furthermore, I also completely absolve and hold harmless, discharge, and release all instructors, teachers, students, staff, guests, landlords, management companies, and all other parties of liability for my harm, unless criminal conduct intentionally causes it.

Consent to Physical Contact

I understand the nature of possible physical contact in this training with assistance or spotting from instructors or during partner drills with other students, and I understand that I have the right to immediately withdraw from any exercise or drill in which the conduct of any party seems beyond the scope of training or makes me uncomfortable. I agree to abide by the relevant etiquette in all matters pertaining to training, and I shall not in any way conduct myself inappropriately or take inappropriate advantage of the contact such training allows.

Notice and Consent to Instructors

This activity seeks to make use of highly trained instructors, with both expertise and experience. Classes may be taught by the head instructor, or any other qualified instructor. The choice of instructor is left to the discretion of the school.

I understand I may not always have the instructor I desire, but I shall seek to learn from whomever is teaching, to show respect due to the position of teacher to whomever is teaching, and to conduct myself in accordance with the etiquette established. I understand that I have the responsibility for my own safety without regard to who is teaching the class. I specifically consent to any instructor the school, instructors, teachers, or staff feel are sufficiently qualified to teach. I specifically understand and agree that the full force of this document applies no matter who is teaching.

Video and Advertising Release

I irrevocably consent to and authorize the reproduction, publication and/any other use by the school, the teachers, its licensees and assigns, of all the photographs/audio/video which might include my person or the person of a child for whom I am signing this document, in whole or part in conjunction with other photographs/audio/video, in any medium and for any lawful purpose, including illustration, promotion, advertising or web content, without any royalty or compensation to me.

I assign to Parkour Horizons any and all rights of ownership to the photographs/audio/video, the transparencies or digital files thereof, and agree that Parkour Horizons has full right to copyright, use and publish the same in print and/or electronically, with full right of lawful disposition in any manner.

I waive any right to notice, inspection, or approval of any use of the photographs/audio/video which Parkour Horizons may make or authorize, and I release Parkour Horizons and its licensees and assigns from any claim or liability arising from or in connection with their use of the photographs/audio/video or any alteration, processing or use thereof in composite form, whether intentional or otherwise.

In the case that myself as a student or myself as a parent of a student does not want photographs/audio/video taken of myself or my child, I may ask the staff to avoid doing so as much as they are reasonably able. However, I understand it is my responsibility to make such a

request each and every visit; I understand it is not the responsibility of any Parkour Horizons staff member, volunteer, guest coach, or anyone other than myself to remember this preference from visit to visit. I also understand that making the request of having no photo/audio/video recordings of myself or my child is merely a request for the staff to make a good faith effort in avoiding taking those photos/audio/video in the first place, or deleting or editing out the occurrences that do happen. I agree that Parkour Horizons cannot make any guarantees that photographs/audio/video will not be taken of anybody that visits their gym or attends events involved with them, nor that they can guarantee using such photographs/audio/video in any sort of media they may create and publicly display or circulate, and that they will only make their best effort to avoid doing so out of courtesy. I understand that by the very nature of attending a place of business that photographs/audio/video may be taken of me and/or my children for the purpose of promotion, marketing, records, or legal evidence.

Severability

If any clause, sentence, phrase, or statement is found unenforceable or invalid by any court of law, the remainder of the document shall remain valid enforceable and the invalid clause, sentence or statement shall be considered struck from the document.

Durability

This document is effective from the date signed with no expiration. Furthermore, the terms of this document are retroactive to the beginning of training and visiting the school if this document was signed after that date.

This release applies to any and all present and future claims, lawsuits, actions, liabilities, demands, damages, costs, expenses, loss of services, actions and causes of action whatsoever for, upon, or by reason of, any present or future loss, injury, disability or damage of any kind whatsoever (whether to person, including death, or to property, and whether negligent or otherwise), known or unknown, anticipated or unanticipated, at any time arising out of or relating in any way to the activities at Parkour Horizons. Agreement to this Waiver and Release is voluntary and in exchange for permission of the participants, spectators, and students to participate in activities.

I have read the WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT AND PARENTAL CONSENT AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect. The undersigned acknowledges that he or she has been provided sufficient time to read and consider the nature and scope of this WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT AND PARENTAL CONSENT AGREEMENT.

I have read and understand this release and to its provisions. I am not under their influence of any drugs, alcohol, or other intoxicants. I am not suffering from any illness or incapacity that would effect my ability to agree to this release responsibly. I am over 18 years of age and thus signing myself, or I am a minor and my parent or guardian is signing for me.

Please fill out all information below as clearly as possible. Staff will withhold individuals from participation until the correct and valid information can be ascertained.

Printed Name of Participant: _____ Date of Birth: _____

If participant is a minor, instead skip to the following section, AGREEMENT FOR MINOR PARTICIPANTS. The minor's legal name is still required above, and a parent/legal guardian must fill out the last section. Otherwise, adult participants must continue filling out the rest of this first section fully.

Signature of the Participant: _____ Date: _____

Address: _____

E-Mail: _____ Cell Phone: _____

AGREEMENT FOR MINOR PARTICIPANTS

Authorization and Ratification and Minor's Release by Parent/Legal Guardian

A parent/Legal Guardian, the signatory below, agrees on behalf of the Minor and himself/herself to the terms of the release set forth hereinabove.

Printed Name of Parent/Legal Guardian: _____

Signature of Parent/Legal Guardian: _____ Date: _____

Address: _____

E-Mail: _____ Cell Phone: _____