

USAPAF ATHLETE AND PARENT WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND
INDEMNIFICATION AGREEMENT

Effective Date: June 2026

PLEASE READ CAREFULLY.

THIS DOCUMENT AFFECTS LEGAL RIGHTS.

BY SIGNING THIS DOCUMENT, YOU MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO
FILE A LAWSUIT.

In consideration of being permitted to participate in any activity organized, sanctioned, sponsored,
recognized, approved, administered, promoted, hosted, supervised, or otherwise associated with the US
Aerial Power Athletics Federation ("USAPAF"), I acknowledge and agree as follows:

1. ACKNOWLEDGMENT OF INHERENT RISKS

I understand and acknowledge that aerial athletics, aerial hoop, aerial silks, aerial straps, aerial hammock,
acrobatics, flexibility training, strength training, conditioning, choreography, rehearsals, performances,
competitions, travel, warm-ups, cool-downs, demonstrations, exhibitions, camps, clinics, workshops, and
related activities involve significant and inherent risks.

These risks include, but are not limited to:

• Falls from height • Equipment failure • Rigging failure • Human error • Spotting failure • Collisions •
Physical contact injuries • Sprains • Strains • Fractures • Dislocations • Head injuries • Concussions • Spinal
injuries • Paralysis • Emotional distress • Property loss • Permanent disability • Death

I understand that these risks cannot be completely eliminated.

1. VOLUNTARY ASSUMPTION OF RISK

I knowingly, voluntarily, and freely assume all risks, both known and unknown, foreseeable and
unforeseeable, associated with participation.

I accept full personal responsibility for any injury, illness, disability, loss, damage, or death that may result.

1. MEDICAL RESPONSIBILITY

I certify that I am physically capable of participating.

I understand that USAPAF does not provide medical evaluation, diagnosis, treatment, supervision, or health
insurance.

I accept sole responsibility for obtaining appropriate medical advice, treatment, and insurance coverage.

1. RELEASE OF LIABILITY

To the fullest extent permitted by law, I release, waive, discharge, covenant not to sue, and forever hold harmless:

USAPAF;

its founders, officers, directors, employees, contractors, volunteers, coaches, judges, officials, event organizers, event hosts, facility owners, venue operators, sponsors, affiliates, representatives, agents, successors, and assigns

from any and all claims, demands, lawsuits, causes of action, liabilities, losses, damages, costs, expenses, attorney fees, judgments, or obligations arising out of or related to participation in any USAPAF-related activity.

This release applies whether the claim arises from negligence or any other legal theory permitted to be waived under applicable law.

1. COMPETITION AND TRAINING RISKS

I understand that injuries may occur during:

• Competitions • Practice sessions • Training • Workshops • Clinics • Exhibitions • Demonstrations • Travel • Warm-ups • Cool-downs • Use of equipment • Use of facilities • Activities supervised by third parties

I voluntarily accept all such risks.

1. EQUIPMENT DISCLAIMER

USAPAF does not manufacture, guarantee, certify, inspect, warrant, or insure all equipment used by athletes.

Equipment may be owned by athletes, coaches, studios, venues, independent organizers, or third parties.

USAPAF assumes no responsibility for the condition, maintenance, installation, inspection, suitability, or safety of equipment not directly owned and controlled by USAPAF.

1. INDEPENDENT FACILITY DISCLAIMER

Many events may occur at facilities owned or operated by independent third parties.

USAPAF does not guarantee the safety, maintenance, security, supervision, or condition of third-party venues.

1. TRAVEL DISCLAIMER

Participation may involve transportation and travel.

USAPAF assumes no responsibility for transportation arrangements, airline disruptions, vehicle accidents, lodging conditions, theft, personal property loss, travel delays, injuries, illness, or incidents occurring before, during, or after travel.

1. MEDIA RELEASE

I grant USAPAF a perpetual, irrevocable, worldwide, royalty-free right to use, reproduce, publish, distribute, edit, display, livestream, broadcast, archive, and otherwise exploit my name, image, likeness, voice, photographs, videos, recordings, interviews, competition footage, and results for promotional, educational, commercial, historical, media, sponsorship, fundraising, and federation purposes without compensation.

1. INDEMNIFICATION

I agree to defend, indemnify, and hold harmless USAPAF from any claim, lawsuit, demand, damage, loss, liability, judgment, settlement, expense, or attorney fee arising from:

- My conduct; • My participation; • My violation of rules; • Claims brought on my behalf; • Claims brought by family members; • Claims brought by third parties related to my participation.

1. PARENTAL CONSENT FOR MINORS

If the participant is under 18 years of age, the parent or legal guardian acknowledges:

- They have authority to sign this document. • They consent to the minor's participation. • They understand the risks involved. • They agree to be bound by all provisions of this Agreement. • They agree to indemnify and hold harmless USAPAF for claims brought by or on behalf of the minor to the fullest extent permitted by law.

1. NO GUARANTEE OF SAFETY

I understand that no competition, training session, event, facility, coach, judge, volunteer, policy, procedure, or safety protocol can completely eliminate the risk of injury or death.

Participation remains voluntary.

1. ARBITRATION AGREEMENT

Any dispute arising from participation in USAPAF activities shall be resolved exclusively through binding arbitration.

The parties waive any right to trial by jury.

1. CLASS ACTION WAIVER

All claims must be brought individually.

No participant or parent may participate in any class action, collective action, representative action, or consolidated proceeding against USAPAF.

1. GOVERNING LAW

This Agreement shall be governed exclusively by the laws of the State of Illinois.

1. SEVERABILITY

If any provision of this Agreement is found unenforceable, all remaining provisions shall remain in full force and effect.

1. ACKNOWLEDGMENT

I acknowledge that I have carefully read this document, fully understand its contents, understand that I am giving up substantial legal rights, and sign it freely and voluntarily.

Athlete Name: ____

Athlete Signature: _____

Date: ____

Parent/Guardian Name (if minor): ____

Parent/Guardian Signature: ____

Date: _____