

REGISTRATION

STUDENT NAME: _____ DOB: _____

PARENTS' NAME (IF UNDER 18 YRS OLD): _____

ADDRESS - Street: _____ City & Zip: _____ State: _____

HOME PH: _____ CELL PH: _____ WORK PH: _____

STUDENT'S EMAIL: _____ PARENT'S EMAIL: _____

OCCUPATION/ EMPLOYER: _____

CLASSES INTERESTED IN: _____

Note: There is a \$30.00 registration fee for a new student who initially purchases a package of four (4) or more sessions). Please refer to "NS" package when purchasing a package for the first time.

TELL US ABOUT YOUR DANCE/ FITNESS/SPORTS BACKGROUND:

ALLERGIES AND/OR MEDICAL CONDITION, if any - Please secure clearance from your doctor.

ATTIRE: No jewelries such as rings, necklaces, bracelets, and dangling earrings allowed in class. Outfit with no zipper, tight fitting tops, full front coverage and leggings or tights until ankles.

Media Release

I understand that photographers and/or media/ production crews may sometimes be present photographing or filming classes, rehearsals, coaching sessions, workshops or presentations. I give my permission for resulting photographs and/or television/film footage, which may include myself/my child to be used by Ruby Karen Project for promotional purposes on television, newspapers, cyberspace, programs, magazines, or any other media.

Newsletters: The Ruby Karen Project and its affiliated organizations will intermittently send out newsletters regarding classes, workshops, performances, various events & activities. Your information, including email address, will never be sold or shared to outside parties. If you do not wish to receive these newsletters, please respond via email with the subject, "Unsubscribe" to: info@rubykaren.com

Signature (Parent if under 18)

Date

Scanned and/or Electronic version of this signed Registration and Release of Liability Form shall be recognized as an original and therefore is legally binding.



PARTICIPANT AGREEMENT
with
WAIVER, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of United World Enterprise, Inc. "UWE" /DBA RUBY KAREN PROJECT/ ORANGE COUNTY AERIAL ARTS/CIRCO ETEREO; and for being allowed to participate in any and all activities of "UWE", I hereby execute this Participant Agreement with Waiver, Release and Assumption of Risk in favor of the said (United World Enterprise, Inc.), its agents, representatives, employees, personnel, staff, officers, directors and others acting under such entity, and further acknowledge and agree as follows:

1. **ACTIVITY.** I have chosen to participate in the activity/ies as defined on page three (3) and herein attached, entitled, "ACTIVITY LIST". I understand that the activity/ies includes suspended acrobatics, ground acrobatics, sports, fitness, wellness and performing arts skills.

2. **ACKNOWLEDGMENT AND ASSUMPTION OF RISKS.** 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. I have carefully and judiciously evaluated and am fully aware and understand that the activities I am participating in including dance, fitness and aerial arts training as well as performances and productions at its location or elsewhere involve risks and hazards including, but not limited to: slips and falls; falling from equipment; collision with fixed objects or people; rope burns; muscular strains and tears, fractured bones, bruises, cuts, organ damage, nerve damage, head, neck and back injuries; scratches, bruises, sprains, lacerations, 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 own 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.

I declare that "UWE", may not be fully competent to evaluate my fitness, ability, state of physical health or medical condition and I acknowledge that it is not obliged to conduct any such evaluation or analysis other than on the basis of those I had represented myself and disclosed **in writing.**

I fully understand and acknowledge that the foregoing risks as well **as those which are unknown or have not otherwise been anticipated in the foregoing enumeration** could result in physical or emotional injury, paralysis, permanent disability death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity, and that I must exercise proper diligence and caution to avoid damage to myself, third persons or properties.



3. **INSURANCE COVERAGE/OWN DAMAGE.** I declare, represent and warrant 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.

4. **RELEASE, WAIVER and QUITCLAIM.** To the fullest extent permitted by law, I hereby RELEASE, WAIVE AND DISCHARGE "UWE", its agents, representatives, employees, personnel, staff, officers, directors and others acting under such entity free and harmless from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in physical activity, or while on or upon the premises where the event is being conducted. This release, waiver discharge and quitclaim shall include any damage or injury which may allegedly have been attributed to the fault or simple negligence of "UWE".

5. **NO STRIKE-OUTS.** In order to participate in classes or other events at the facility, the undersigned accepts the entire agreement. No written modification or strike-out of the originally typed agreement shall be effective unless signed by both parties.

6. **SEPERABILITY CLAUSE.** I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

7. **VENUE OF ACTIONS.** Any and all actions arising from this agreement shall be settled through arbitration solely in California to the exclusion of all other venues.

8. **ATTORNEY'S FEES /COSTS.** Should "UWE" 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.

In signing this release and waiver form, I acknowledge and represent that I have read the foregoing PARTICIPANT AGREEMENT WITH WAIVER RELEASE AND ASSUMPTION OF WORK, I have fully read and understood it and **SIGN IT FREELY AND VOLUNTARILY** as my own free act and deed; no oral representations, statements or inducements; and **I EXECUTE THIS RELEASE FOR FULL, ADEQUATE AND COMPLETE CONSIDERATION FULLY INTENDING TO BE BOUND BY SAME.**

PARTICIPANT'S SIGNATURE

DATE

PARTICIPANT'S PRINTED NAME



ACTIVITY LIST

DISCIPLINES THAT WE UNDERTAKE:

- a. Aerial Arts (Tissu/ Silks, Hammock/Sling, Lyra, Rope, Trapeze, Straps, Bungee, Chinese Pole, Cloud, Sphere, Cube, Innovative, Unique, Cross-Designed and Unconventional suspended apparatus)
- b. Circus Arts: Stilts, Clowning, Pantomime, Tightrope, Unicycling, Rola Bola and others alike.
- c. Object Manipulations including Juggling, Diablo, Plate Spinning, Staff, Poi, Flags, Swing Flags and other Flow objects
- d. Ground Acrobatics including Contortion, Gymnastics, Rhythmic Gymnastics, Hula Hoop, Cyr Wheel, Tumbling, Acrobatic Partnering and Group formation and other similar Circus and Ground skills with or without props and/or equipment/ apparatus
- e. Fire Acts including: Breathing, Juggling Objects, Fanning, Staff Twirling, Poi and other acts with Fire
- f. Dance – Fitness - Wellness: Yoga, Barre, Resistance Band, Conditioning, Ballet, Contemporary, Latin, Hip Hop, Tango, Jazz, and other popular dances

ACTIVITY FORMAT:

- a. IN PERSON INSTRUCTIONS
- b. ONLINE STREAMING AND VIRTUAL INSTRUCTIONS
- c. CHOREOGRAPHY AND REHEARSALS
- d. PERFORMANCES, RECITALS, DEMONSTRATIONS AND ENTERTAINMENT
- e. WORKSHOPS
- f. CONSULTANCY: Technical, Activity Program and Teacher Training Certification.

THE ABOVE ACTIVITIES DO TAKE PLACE IN VARIOUS SETTINGS including venues and locations such as studios, theaters, arenas, churches, school assemblies, rallies, plazas, resorts, and other public and private places, functions, events, festivals and alike.



Liability Waivers for Re-Opening During and After the COVID-19 Pandemic

In consideration of the services provided by UNITED WORLD ENTERPRISE, INC, its facilities, their agents, owners, officers, volunteers, participants, employees, independent contractors, volunteers, interns, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Releasees"),

Representations

I am/ I, as guardian of the MINOR, represent that I am/ the Minor is in good health and have had no known exposure to COVID-19 and no symptoms of COVID-19, including Cough, Shortness of breath or difficulty breathing, Fever, Chills, Repeated shaking with chills, Muscle pain, Headache, Sore throat, New loss of taste or smell or symptoms associated with Multi-System Inflammatory Syndrome in children, including persistent fever (4-5 days), rash and abdominal pain for 14 days prior to attending the facility. I/ the Minor acknowledge that if I believe I/ the Minor have had any exposure to COVID-19, I/ the Minor will immediately cease attendance at the facility until I can again warrant that I/ the Minor have had no known exposure for the 14 day period and alert the facility if I/ the Minor have been on the premises since my/ the Minor's exposure.

Promises to Abide by New Precautions

The facility is making its best efforts to reduce the risk of transmission of COVID-19. But the safety of the community is in the hands of every one of us. I expressly agree and promise to abide by the safety precautions as contained in this link: [Safety Protocols, Guidelines And Activities During Covid-19.](#)

Clear and Unambiguous Risk

I am aware that training during and after the COVID-19 pandemic involves certain inherent risks, dangers and hazards, which can result in serious infection, personal injury or death. I further acknowledge, understand, appreciate, and agree that my/ the minor's participation may result in possible exposure to and illness from COVID-19. While protocols and personal discipline may reduce this risk, the risk of serious injury, illness, and even death is not possible to fully mitigate.

Assumption of Risk

I hereby freely agree, to assume and accept all known and unknown risks of exposure to COVID-19, even arising from the negligence of the releasees or others and assume full responsibility for my participation. I further recognize and acknowledge that the risks inherent in training can be greatly reduced by practices and protocols enumerated in the above paragraph, including pre-screening procedures; temperature checking; disinfecting of premise, apparatus, props and surfaces; masks requirement, 6 ft. social distancing, designation of apparatus and props, and airflow among others. I am also well aware and acknowledge that risks can also be mitigated through the guidance and monitoring of information from credible resources including, the CDC, state and local agencies guidelines to fight COVID-19. References include:

- [Centers for Disease Control and Prevention](#)
- [State of California](#)



- [County of Orange, CA](#)

I hereby waive, release, and discharge all claims that I have or may have in the future, and covenant not to sue your business, its administrators, directors, agents, officers, volunteers, employees, contractors, other participants, any sponsors, advertisers, owners, and lessors of the premises on which the activity takes place (each considered one of the "releasees" herein) from all liability, claims, demands, losses, damages, on my account caused or alleged to be caused in whole or in part by the negligence of the releasees or otherwise, including negligent rescue operations.

Indemnification Agreement

I further agree that if, despite this release, waiver of liability, and assumption of risk, I or anyone on my behalf makes a claim against any of the releasees, I will indemnify, defend, and hold harmless each of the releasees from any loss, liability, damage, or cost, including attorneys' fees, which any of the aforementioned may incur as a result of such a claim.

As-is Clause

I accept for use as-is the equipment to be used in activities governed by this agreement.

Acknowledgement of Understanding

I have read this Agreement and I fully understand its terms. I understand that I am giving up substantial rights, including my right to sue the facility and its staff for injuries resulting from the inherent risks of training during and after the COVID-19 pandemic, and the ordinary negligence of the facility and staff. I further acknowledge that I am signing this agreement freely and voluntarily, without inducement or assurance of any nature, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by the laws of the state of California.

Forum Selection, Consent to Jurisdiction, and Choice of Law Governing Law, forum, and consent to jurisdiction. This Agreement, and all claims or causes of action (whether in contract, tort *or statute*) that may be based upon, arise out of or relate to this negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, *and enforced in accordance with*, the internal laws of the State of California, *including its statutes of limitations and without regard to its choice of law principles*. The undersigned herein irrevocably consents to the jurisdiction of the courts in California, which shall be the sole forum for the resolution of any disputes that arise out of or relate to the parties' relationship.

Merger – Integration

The parties intend this statement of their agreement to constitute the complete, exclusive, and fully integrated statement of their agreement. As such, it is the sole expression of their agreement, and the other agreements entered by the parties are incorporated here by reference and consist of (1) *Participant Agreement With Waiver, Release And Assumption Of Risk* and (2) *Safety First*



Partnership Agreement and Assumption of Risk

No Oral Modification

This Agreement may not be changed orally, and no modification, amendment or waiver of any provision contained in this Agreement, or any future representation, promise or condition in connection with the subject matter of this Agreement shall be binding upon any party hereto unless made in writing and signed by both parties.

No Strike-Outs

In order to participate in classes or other events at the facility, the undersigned accepts the entire agreement. No written modification or strike-out of the originally typed agreement shall be effective unless signed by both parties.

Severability

I agree that if any portion of this Agreement is held to be invalid, that portion shall be severable, and the remaining agreement shall continue to have full force and effect.

Binding Effect of Agreement

In the event of my death or incapacity, this Agreement shall be effective and binding upon my heirs, estate, next of kin, executors, administrators, assigns and representatives.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against UWE on the basis of any claim from which I have released them herein.

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.

Signature of Participant: _____ Print Name: _____
(18 year old & above)

Address: _____ Date _____

Parental Consent

In consideration of _____ (Print Minor's Name) ("Minor") being permitted by the facility to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless the 'UWE' from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Signature of Parent/ Guardian: _____ Print Name: _____

Address: _____ Phone Number: _____

Date: _____ Email: _____



Safety First Partnership Agreement and Assumption of Risk

The Safety First Partnership Agreement is between Ruby Karen Project, Orange County Aerial Arts and Aerial Dance Theater (RKP/OCAA/ADT) and _____ (student) and their parent(s)/legal guardian(s) and their family. Each time you are coming into our premise RKP/OCAA/ADT, you agree to the following:

To the best of my knowledge, I/my child: (Please initial)

Have not shown symptoms of COVID-19 in the past 14 days. According to the Center for the Disease Control, below are symptoms:

- Cough
- Shortness of breath or difficulty breathing
- Fever ● Chills ● Repeated shaking with chills
- Muscle pain
- Headache
- Sore throat
- New loss of taste or smell
- Symptoms associated with Multi-System Inflammatory Syndrome in children, including persistent fever (4-5 days), rash and abdominal pain.

Have not been in contact with anyone who has tested positive for COVID-19 or shown any of the above symptoms in the past 14 days.

Have worn a protective mask when in public situations where social distancing is not consistently possible. Understand that I could be a carrier of COVID-19 and be asymptomatic.

Understand that I could contract COVID-19 from an asymptomatic person at our facility or a contaminated surface.

Am fully aware of the facility's safety procedures (posted on our studio wall) to prevent the spread of COVID-19 and will follow these procedures.

Agree to inform the studio/school immediately if I have developed symptoms within a two week period of being in the studio.

Agree to inform the studio/school immediately if I have learned that I have been in direct contact with someone who has later tested positive for the coronavirus within the same two week period or have traveled (by car, boat or plane) outside of your community or any identified COVID-19 hotspot areas within the past 14 days.

Understand that if I willfully and intentionally violate the stated hygiene rules in our facility, the facility has the right to suspend me without a refund.

Agree to inform the studio/school immediately if I learn that any of the above information changes or I obtain new information.



Safety First Partnership Agreement and Assumption of Risk
Ruby Karen Project/ Orange County Aerial Arts
June 2020



Signature of Participant: _____ Date: _____

Print Name: _____

Parent or Guardian: _____ Date: _____

Print Name (Parent or Guardian): _____

