

This waiver is to be signed by all those involved, for any duration, in any SPINCO event or class set forth in the attached Schedule "A". All persons, including but not limited to, instructors, student participants, and performers must read and agree to the terms of the waiver PRIOR to participation in any SPINCO event or class.

SEASON 2017-2018: SpinCo Events

- 1) For purposes of this agreement, "PROGRAM" is understood to mean any and/or all of the venues, activities, classes and/or events included on Schedule "A", attached hereto and incorporated as if fully set forth herein. SPINCO reserves the right to add additional venues, events, classes, and activities to Schedule "A" as the season progresses.
- 2) There are risks of injury, both serious and minor, associated with participating in PROGRAM, and the activities related thereto, both now and in the future. The risks include, but are not limited to, injury to the head, neck or spine (including brain damage and paralysis); varying degrees of burns occurring in all places on the body; injury to the muscular or skeletal systems; injury to internal or external organs; long-term or short-term disability; pain and suffering; scarring or disfigurement, and death.
- 3) It is the responsibility of each individual, student and/or participant to know his or her own general state of health and well-being, and therefore to be able to certify knowledgeably that he or she is physically fit to participate in PROGRAM.
- 4) It is also the responsibility of each individual, student and/or participant to have health insurance coverage sufficient to cover all medical and any other health care expenses for all injuries, minor or catastrophic, sustained or incurred as a result of participating in PROGRAM or participating in the activities related thereto, both now and in the future.
- 5) Therefore, as a pre-condition to being permitted to take PROGRAM and participate in the activities related thereto, both now and in the future, I agree to make an informed and educated choice to participate in PROGRAM, and to participate in the activities related thereto. My signature below signifies my recognition of the risks of injury involved in participating in PROGRAM and participating in the activities related thereto, both now and in the future, and my informed consent to voluntarily assume them.
- 6) I acknowledge the risk of injury, both long and short term, that may result from participating in PROGRAM and/or participating in the activities related thereto, and am willing to and hereby do voluntarily assume all risks of injury associated with my choice to participate in PROGRAM.
- 7) I assume full responsibility for assuring that I am mentally competent, in good health, and have no medical conditions which might make the activities related to PROGRAM, or participating in the activities related thereto inadvisable.
- 8) I agree not to participate in activities with PROGRAM, or participate in the activities related thereto in the future, unless I am at that time mentally competent, in good health and have no medical condition which might make taking PROGRAM, or participating in the activities related thereto inadvisable.
- 9) I am aware that activities associated with PROGRAM will expose me to risks of injury, minor or serious as described in this assumption of risk of injury and waiver of rights. I accept and assume all risks, known or unknown, listed or unlisted, to which I may be exposed, or that may result from my voluntary decision to take PROGRAM and/or participate in the activities related thereto, both now and in the future, regardless of cause.
- 10) I acknowledge my responsibility to acquire health insurance coverage sufficient to pay for all medical, dental, or other health care services needed or required as a result of any injury, minor or catastrophic, sustained or incurred

ASSUMPTION OF RISK OF INJURY AND WAIVER OF RIGHTS

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as a result of taking PROGRAM, or participating in the activities related thereto, both now and in the future, and hereby certify that on the date noted below, I have such insurance coverage in effect and will maintain such coverage while taking PROGRAM and participating in the activities related thereto.

- 11) I knowingly intend my signature on this assumption of all risks of injury and waiver of rights to be a complete defense to any legal proceeding that may be brought by me, anyone on their own or on my behalf for any injury I may suffer or sustain as a result of voluntarily signing up for PROGRAM and participating in the activities related thereto, both now and in the future, and further intend this assumption of all risks of injury and waiver of rights to be a complete and total release of liability for all negligent acts, failures to act, or breaches of duty owed to me by the released parties, which result in injury to me or my death as a result of my voluntary decision to participate in PROGRAM.
- 12) I intend this assumption of all risks of injury and waiver of rights to cover all classes and events I take and/or otherwise participate in with SPINCO, including PROGRAM, during the 2017-2018 season, and all of the activities related thereto, both now and in the future, regardless of date, time, or location.

I certify that I am 18 years of age or older, that I am legally competent and capable of executing this Assumption of Risk of Injury and Waiver of Rights, that I have read it, understand it, and have made a conscious decision to sign it of my own free will. I further certify that my signature, or digital acknowledgement, is legally binding and is intended to waive any and all legal recourse against SPINCO for injuries I may sustain as a result of my participation in its classes/events.

PRINTED NAME OF TICKET HOLDER: _____

EMAIL: _____

PRINTED NAME OF GUARDIAN:¹ _____

GUARDIAN'S EMAIL: _____

SIGNATURE : _____

DATE: _____

¹ If ticket holder is under 18 years of age, participating in open flame activities is prohibited. Further, the signature of the parent or legal guardian is required prior to participation in any SPINCO sponsored event.

SCHEDULE A

Venue Name	Venue Address	General Prop Instruction	Fire Arts Instruction	Aerial Arts Instruction
954 Dance Movement Collective	954 N 8th St, Philadelphia, PA 19133	✓		
Ascend Flow Arts & Fitness	10 Mecocir, Wilmington, DE 19804	✓		✓
Anytime Fitness: Philadelphia	1640 Fairmount Avenue, 2nd Floor, Philadelphia, PA 19130	✓		✓
Anytime Fitness: Plymouth Meeting	1000 Sandy Street, Rear Entrance, Norristown, PA 19401	✓		✓
Arts Garage Waterfront	1533 Ridge Ave, Philadelphia, PA 19130	✓	✓	
Awakenings Pole Dance	4151 Main St, Philadelphia, PA 19127	✓		✓
Eastern State Penitentiary	2027 Fairmount Ave, Philadelphia, PA 19130	✓	✓	
Funicular Station	416 W Coulter St, Philadelphia, PA 19144	✓		✓
Fusion Fitness & Tumbling	2101 E Norris St, Philadelphia, PA 19125	✓		
Hot Yoga Philadelphia	1520 Sansom St, Philadelphia, PA 19102	✓		
Laurel Hill Cemetery	3822 Ridge Ave, Philadelphia, PA 19132	✓	✓	✓
Metal Incorporated	2609 E Cambria St, Philadelphia, PA 19134	✓	✓	
Philadelphia School of Circus Arts	5900A Greene St, Philadelphia, PA 19144	✓		✓
Pinnacle Parkour Academy of Cherry Hill	1205 Warren Ave, Cherry Hill, NJ 08002	✓		✓
Pinnacle Parkour Academy of Philadelphia	3500 Scotts Ln c, Philadelphia, PA 19129	✓		✓

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Rebel Circus Arts	2850 Chatham St, Philadelphia, PA 19134	✓		✓
Ruba Club	416 Green St, Philadelphia, PA 19123	✓		
Sera Phi	715 S 50th St, Philadelphia, PA 19143	✓	✓	
Stay Fly Muay Thai	515 Spring Garden St, Philadelphia, PA 19123	✓		
The Artful Dodgers: Art Haus	NA	✓	✓	
Will-Moor Gymnastics	2036 Briggs Rd, Mt Laurel, NJ 08054	✓		✓
VentureF0rth	417 N 8th St #201, Philadelphia, PA 19123	✓	✓	