

LIABILITY WAIVER and TERMS OF USE

FOR TENSEGRITY®, MAGICAL PASSES® AND THEATER OF INFINITY® EVENTS

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Student Name: _____

Event Description ("Event(s"):
Cyclicality Classes and Events 2017

Date of Event(s):
2017

STUDENT'S PARTICIPATION

Student acknowledges that the study and practice of Tensegrity® movements and exercises, which may also be referred to as Magical Passes®, as well as Theater of Infinity® are or include physical activities which carry a risk of injury. Such Event(s) and/or activities may include but are not limited to, walking, hiking, dancing, aerobics, performing sequenced full-body movements, sustaining various postures for extended periods of time, controlled breathing exercises, meditating, and physically and/or verbally interacting with other participants (the "Activities"). Any actions or omissions by Student in connection with the Activities will be performed solely at Student's election. Student represents that they have the physical, mental, and emotional capacity to engage in the aforementioned Activities.

Student hereby releases and discharges Cleargreen, Inc., Laugan Productions, Inc., said corporations' officers, directors, employees, agents, independent contractors, parents, subsidiaries, successors, licensees and assigns (collectively, "You"), including, without limitation, the faculty members and organizers of the Event(s), from any and all claims, suits, rights of action, losses, charges, damages, demands, debts or causes of action, including for accidental death and/or physical, mental or emotional injury, in law or in equity, which Student has, or may come to have, against You and/or any other participant of the Event(s), arising out of, or relating to, Student's participation in the Activities and/or Event(s), whether online or in-person, and/or Student's practice of the Tensegrity® movements, whether or not directed by You and/or another third party.

Student understands and agrees that this release is a condition precedent to his/her participation in this event. Student acknowledges that s/he is aware of Section 1542 of the California Civil Code which provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR [OR CLAIMANT] DOES NOT KNOW OR SUSPECT TO EXIST IN HIS/HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM/HER, MUST HAVE MATERIALLY AFFECTED HIS/HER SETTLEMENT WITH THE DEBTOR [OR OPPOSING PARTY]." Nonetheless, it is the intent of Student to release You, fully and finally. Student hereby waives any benefits s/he may have pursuant to California Civil Code Section 1542 to the fullest extent permitted by law and assumes the risk of any and all claims against You, which s/he does not know or suspect to exist whether through ignorance, oversight, error or otherwise.

STUDENT'S APPEARANCE

I also understand that I may be photographed or recorded while participating in the Event(s). I hereby grant permission to You to use my name, image, voice, performance, and likeness (collectively, "Likeness") as such Likeness appears in photography shot or recordings made during the Event(s) and in connection with the publicizing, advertising, and promoting Tensegrity® Magical Passes® and Theater of Infinity® events or products by any and all means, media, devices, processes, and technology now or hereafter known or devised, in perpetuity, throughout the universe.

I hereby irrevocably grant and assign, to be owned by You, all rights, title, and interest in my appearance and performance. I represent and warrant that Your exercise of such rights shall not violate or infringe any rights of any third party. I understand that You have been induced to proceed with the production and distribution of said photography or recordings in reliance upon this agreement. This release is given without the promise of compensation. All of the above rights are granted without any restriction or reservation of any kind or nature whatsoever and without any right on any part to enjoin or interfere with the production, distribution, or exploitation of photography or recordings.

By signing this, I hereby release You from any and all claims and demands arising out of or in connection with such use, including, without limitation, any and all claims for invasion of privacy, infringement of my right of publicity, defamation (including libel and slander), false light, and any other personal and/ or property rights. I represent that I am of sound mind and body and have entered into this agreement knowingly and willingly.

TERMS OF USE

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ACCEPTED AND AGREED:

STUDENT NAME (PLEASE PRINT)

STUDENT SIGNATURE

ADDRESS

CITY/ STATE/ ZIP

TELEPHONE NUMBER

IF THE SIGNER IS A MINOR OR INCAPACITATED IN ANY RESPECT:

PARENT/ LEGAL GUARDIAN'S NAME (PLEASE PRINT)

PARENT/ LEGAL GUARDIAN'S SIGNATURE

ADDRESS

CITY/ STATE/ ZIP

TELEPHONE NUMBER