

## ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY

By signing this document you accept all risks, responsibilities **and give up the right to sue.**

<b>Operator Info:</b>	Name:
	Email:
	State: (DC) (MD) (VA) Other:
	City:
	Phone: (            )
	Weight: (66-110lbs) (110-154lbs) (154-198lbs) (198-265lbs)

Operating power stilts has many of the usual sporting **dangers and risks** and you should carry **your own medical insurance** to mitigate your responsibilities in case of injury. Risks inherent in active sports including but not limited to:

- **Falls and Collisions** resulting from loss of control, uneven pavement, pedestrians, vehicular traffic, man-made or natural obstacles, loose or slippery surfaces, failure of equipment, and certain additional dangers and risks.
- **Environmental and Health Risks** such as sun exposure, increased aerobic activity, dehydration, over exertion, environmental conditions, and preexisting health conditions, all may be complicated or exacerbated while operating power stilts.
- **Conduct of Participants and Observers**, including any *Instructor* may result in additional dangers and risks.

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In consideration of my voluntary decision to participate in any activity affiliated with DC Power Stilts, I agree to this release of claims, waiver of liability and assumption of risks. (*this Agreement*)

On behalf of myself, my heirs, executors, successors, administrators, assigns and whomever else may have any interest, I hereby waive any claims I or such parties may have now and in the future, release from all liability, and agree not to sue DC Power Stilts, nor any *agent of DC Power Stilts including any instructor or owner* ("*Instructor*" elsewhere on page), nor the owning entity of the location where I am participating in the operation of stilts for any and all personal injury, death, property damage or loss sustained due to any cause whatsoever, including, without limitation, negligence on the part of any *Instructor*. *This Agreement* and any rights, duties and obligations as between the parties to *this Agreement* shall be governed by and interpreted in accordance with the laws of Maryland and no other jurisdiction.

I understand that **Safety gear** is required while participating in any activity with DC Power Stilts. Helmet, wrist guards, elbow pads and kneepads are all made available while operating equipment owned by DC Power Stilts, when under *Instructor* supervision.

### Following Instructions and Personal Decision Making

while participating in any activity with DC Power Stilts, I may be asked or instructed to perform various actions or tasks. I will make all efforts to participate and operate equipment as instructed or recommended, however I will also make judgments and decisions and I will be responsible should any action that results in personal injury, death, property damage or loss sustained as a result of participation with any activity of DC Power Stilts. Failure to follow directions of an *Instructor* may result in injury or loss or suspension of my privilege to further participate in DC Power Stilts' activities.

**Photo and Video** may be taken during my participation in activities with DC Power Stilts, the use of any photograph, video, or other likeness will be granted without payment or further consideration.

I am informed of the risks and my responsibilities of operating power stilts and voluntarily agree to follow directions of any *Instructor* while exercising good judgment as a DC Power Stilts activity participant.

Operator if under 18: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

I confirm that I am of the full age of 18 years and that I/we have read and understand *this Agreement*. I am (or we are) informed of the risks and responsibilities and I enter into this *Agreement* of my own free will and volition.

Operator (or Parent/Guardian) \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_