

PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK

In consideration of the services of **Trapeze Arts, Inc.**, and its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "TA"), hereby agree to release, indemnify and discharge TA on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in high trapeze, also called flying trapeze, acrobatics, trampoline, Spanish web, rope, tissue, single trapeze, double trapeze, teeterboard or other catapult devices, tightwire and all other activities that are taught at TA or by TA employees at any offsite location (hereinafter referred to as "circus activities"), subject the participant to danger, and that this risk cannot be eliminated without jeopardizing the essential qualities of the circus activities.

Without a certain degree of risk, circus activities students would not improve their skills and the enjoyment of the sport would be diminished. Circus activities expose its participants to the usual risk of cuts and bruises. However, more serious risks exist as well. Participants can fall off equipment, sprain or break limbs, and can suffer more serious injuries, and even death. In any event, if you are injured, you may require medical assistance, which you will have to pay for at your own expense.

Furthermore, TA employees have difficult jobs to perform and cannot prevent all accidents. They try to minimize the risk, but accidents will happen. By signing this agreement, I am waiving any claims against TA for negligence and expressly assume the risk of injury because of negligence or failure of equipment.

2. **I expressly agree and promise to accept and assume all of the risks existing in circus activities.**
My participation in circus activities is purely voluntary, and I elect to participate in spite of the risks.
3. **I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless TA from any and all claims, demands or causes of action, which are in any way connected with my participation in circus activities or my use of TA's equipment or facilities, including any such claims which allege negligent acts or omissions of TA or failure of its equipment.**
4. Should TA 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.
5. I certify 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.
6. In the event that I file a lawsuit against TA, I agree to do so solely in the state of California, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. 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.

By signing this agreement, I acknowledge that if anyone is hurt or property is damaged during my participation in circus activities, I have waived my right to maintain a lawsuit against TA.

I acknowledge that I have had sufficient time to read this entire agreement and I understand all of it.

Signature of Participant _____ Print Name _____

Address _____ City _____ State _____ Zip _____

Phone (_____) _____ Date _____ e-mail _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by TA to participate in its circus activities and to use its equipment and facilities, I further agree to indemnify and hold harmless TA 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.

Parent or Guardian _____ Print Name _____ Date _____