

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

WAIVER - NOVEMBER 2004

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

1. I acknowledge that my participation in learning the trapeze art entails known and unanticipated risks that could result in physical or emotional injury, paralysis, 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.
The risks include, among other things: Circus activities entail certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Without a certain degree of risk, circus students would not improve their skills, and the enjoyment of the activities would be diminished. Circus activities expose its participants to the usual risk of cuts and bruises. Other more serious risks exist as well. Participants can fall off equipment, sprain or break wrist and ankles, and can suffer more serious injuries as well. Traveling to and from shows, meets or exhibitions, raises the possibility of any manner of transportation accidents. In any event, if you or your child is injured you or your child may require medical assistance at your own expense.
Furthermore, ATA employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities.
2. 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.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless ATA from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of ATA's equipment or facilities, **including any such claims which allege negligent acts or omissions of ATA.**
4. Should ATA 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 cost 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 ATA, I agree to do so solely in the State of Florida, and I further agree that if the substantive law of Florida 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 document shall remain in full force and effect.

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 ATA 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: _____

Address: _____

Phone: _____ Date: _____

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

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

Print name: _____