

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of SHOW Circus Studio, 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 SHOW), I hereby agree to release, indemnify and discharge SHOW, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, person representative and estate as follows:

- 1) I acknowledge that my participation in aerial instruction and acrobatic training 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.
- 2) 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 wrists and ankles, and can suffer more serious injuries as well. Traveling to and from shows, meets or exhibitions raise 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.
- 3) I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
- 4) I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless SHOW from any and all claims, demands, or causes of actions, which are in any way connected with my participation in this activity or my use of SHOW's equipment or facilities, including any such claims which allege negligent acts or omissions of SHOW.
- 5) Should SHOW 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.
- 6) 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.
- 7) In the event that I file a lawsuit against SHOW, I agree to do so solely in the state of Massachusetts, and I further agree that the substantive law of Massachusetts 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 SHOW 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 \_\_\_\_\_

DOB \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Zip \_\_\_\_\_ Phone \_\_\_\_\_ E-Mail \_\_\_\_\_

Date \_\_\_\_\_

I do not give permission for my/my child's photo to be used for promotional purposes \_\_\_\_\_

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 SHOW to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless SHOW 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: \_\_\_\_\_