

ANNUAL PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK from _____ to _____

In consideration of the services of Circus Harmony, 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 "CH"), I hereby agree to release, indemnify, and discharge CH, 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 manipulation skills, equilibristic skills, drama skills, aerial arts and other various discipline training and instruction activities 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: slips and falls; falling from equipment; rope burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards; strains, cuts, bruises, muscle soreness and fractures; musculoskeletal injuries including head, neck, and back; injuries to internal organs; the negligence of other people; my own physical condition; and the risk of emotional and psychological injuries or physical damage associated with this activity. Traveling to and from shows, meets and exhibitions will raise the possibility of any manner of transportation accidents. In any event, if you or your child is injured, any medical assistance will be at your own expense. Furthermore, CH 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. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

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 CH 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 CH 's equipment or facilities, **including any such claims which allege negligent acts or omissions of CH.**

4. Should CH 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 CH, I agree to do so solely in the state of Missouri, 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 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 CH 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.

Print Name _____ Phone Number _____

Address _____ City _____

State _____ Zip _____ Email _____

Signature of Participant _____ Date _____

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

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

Please complete registration on the back of this form



Registration Form & Photography Release

Last Name: _____ First Name: _____

Emergency Contact Name: _____

Relationship: _____ Phone Number: _____

Do you have any medical conditions? If yes, please explain: _____

Do you take medications? If yes, specify: _____

Do you have allergies? Is yes, please specify: _____

By signing this form, you are granting Trapeze STL Circus Harmony's Flying Trapeze Center the right to photograph and otherwise record and use you/your child's picture, silhouette and other reproductions of their physical likeness, and voice recording (as the same may appear in any still camera photograph and/or video, motion picture film, or television program), in and with the exhibition, theatrically, on television or otherwise in any other medium, of any video, motion picture or television program in which they may be used or incorporated, and also in advertising or publicizing of the same.

Signature

Print Name

Date

Please take a moment and let us know how you hear about TrapezeSTL: _____

Please complete and sign both sides of this form.

Defy Gravity