

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the undersigned's participation in certain activities provided by Orlando Circus School (collectively, the "Activity Provider") (any and all such activities, hereinafter the "activities"), the undersigned and, if applicable, the parent(s), spouse and/or guardian(s) of the undersigned, jointly and severally, and intending to legally bind themselves, and on behalf of their respective spouses, ex-spouses, grandparents, parents, guardians, heirs, beneficiaries, executors, estates, legal and personal representatives, beneficiaries, administrators, successors and assigns (all of the foregoing, collectively "Releasers"), do hereby fully and voluntarily waive, release and discharge, and covenant not to sue, Activity Provider and their respective affiliates, owners, employees and agents (collectively, the "Releasees"), for any and all liability and/or claims for illness, personal injuries, death, shock, paralysis, disabilities, allergic reactions, and/or damages that may arise directly or indirectly as a result of undersigned's use of rental equipment and/or participation in the activities, including, without limitation, any rights, claims, causes of action, proceedings, suits, liabilities, negligence, conditions of the premises, weather or water conditions, damages, personal injury, death, loss of consortium, costs and expenses whatsoever, whether arising at law or in equity, or under any local, state or federal law or regulation, **and whether caused by the sole or joint negligence or tortious or other act or omission of the Releasees or any of them or any third party** (collectively, the "Claims"). The Releasers hereby covenant not to sue, and agree to indemnify and to hold harmless, the Releasees from all such Claims. The Releasers acknowledge that the terms of this Release and Waiver are contractual and not a mere recital. The Releasers hereby knowingly and voluntarily waive, to the fullest extent permitted by law, the benefits of any statute, law, rule or common law which may limit the scope of the covenants and releases contained herein.

Furthermore, I acknowledge that my participation in "activities", Manipulation Skills, Equilibristic Skills, Acrobatic Skills, Trampoline training, Aerial Arts 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; 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. In any event, if you or your child is injured, any medical assistance will be at your own expense.; that any of the foregoing could result in death or bodily injury to the undersigned and, in each instance, the Releasers and each of them (i) voluntarily and knowingly assume all such risks, (ii) waive, release and discharge the Releasees and hereby agree to indemnify and hold them harmless from any and all Claims, including, without limitation, Claims of Releasees own negligence; (iii) indemnify and hold harmless Releasees from any and all Claims, including, without limitation, all attorneys' fees and costs; and (iv) covenant not to sue the Releasees or any of them with respect to any such Claims; and (iv) . The Releasers acknowledge and agree that the participant in the "activities" has a duty to exercise reasonable care for his/her own safety and the safety of other participants. The Releasers further understand that there are limited or no medical facilities at the venue and that obtaining appropriate medical care will be delayed.

Furthermore, the Activity Provider has a difficult job to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the activities, or else I agree to bear the costs of such injury or damage myself. I further certify in addition to the risks recited above, that I am willing to assume the risk of any medical or physical condition I may have, both known and unknown.

In the event that the Releasers, or any of them, violate this Agreement and/or file a lawsuit against the Releasees, or any of them, the Releasers irrevocably agree, in any suit, action or proceeding arising out of or relating to this Agreement or the participation in the activities contemplated hereby, to submit to the exclusive jurisdiction of the United States District Court for the Southern District of Florida or, if jurisdiction is not available therein, the jurisdiction of any court located in Miami-Dade County, Florida, and waive all other possible forums and any and all objections to such jurisdiction or venue that they may have under the laws of any state or country, including, without limitation, any argument that jurisdiction, situs and/or venue are inconvenient or otherwise improper. Each party further agrees that process may be served upon such party in any manner authorized under the laws of the United States or Florida, and waives any objections that such party may otherwise have to such process. 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 to the maximum extent permitted by law.

It is the intent of the undersigned that this Agreement be enforced to the maximum extent permitted by law. However, if any term or provision hereof is determined to be illegal, invalid or unenforceable in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability without rendering illegal, invalid or unenforceable the remaining terms and provisions of this Agreement which shall be enforced to the maximum extent permitted by law, and shall not affect the legality, validity or enforceability of any of the terms of this Agreement in any other jurisdiction.

THE UNDERSIGNED PARTICIPANT ATTESTS THAT HE/SHE HAS READ THIS RELEASE AND WAIVER IN ITS ENTIRETY AND AGREES TO BE BOUND BY ITS TERMS. PLEASE CHECK BELOW IF THE UNDERSIGNED AUTHORIZES EMERGENCY MEDICAL TREATMENT TO BE USED ON PARTICIPANT AND AGREES TO PAY ANY AND ALL MEDICAL AND RELATED BILLS AND COSTS INCURRED AS A RESULT OF SAID TREATMENT, PROVIDED, THAT, IT IS ACKNOWLEDGED THAT NO MEDICAL TREATMENT MAY BE AVAILABLE.

I Agree

IN WITNESS WHEREOF, the undersigned, of their own free will and intending to be legally bound, have executed this Agreement, Release and Assumption of Risk by signing on the lines provided below and printing their names as of this ___ day of _____, 20__.

Signature of Participant _____ Signature of Witness _____

Print Name: _____ Print Witness Name: _____

Address _____

Phone _____ Date _____

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

In consideration of the Activity Provider allowing the minor(s) listed below ("Minor(s)") being permitted by the Activity Provider to participate in its activities and to use its equipment and facilities as provided above, the undersigned, individually and on behalf of the Releasers, certifies that he/she is the natural guardian(s) of the Minor(s) and further agrees that the foregoing shall apply in full to the Minor's participation in the activities and that the undersigned has read in its entirety, and fully understands, the following:

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIANS:

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF RELEASEES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM RELEASEES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND RELEASEES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

The Releasors are fully aware, understand fully and assume the risks involved in participating in the activities and the inherent risks (meaning those dangers or conditions, known or unknown, which are characteristic of, intrinsic to, or an integral part of the activity and which are not eliminated even if the Activity Provider acts with due care in a reasonably prudent manner).

MINOR NAME #1 _____
First name, Last name BIRTHDATE mm/dd/yy RELATION

MINOR NAME #2 _____
First name, Last name BIRTHDATE mm/dd/yy RELATION

MINOR NAME #3 _____
First name, Last name BIRTHDATE mm/dd/yy RELATION

MINOR NAME #4 _____
First name, Last name BIRTHDATE mm/dd/yy RELATION

IF MINOR, PARENT(S) AND/OR LEGAL GUARDIAN(S): (MUST be signed by parent(s) (if living) and/or Legal Guardians)

Sign: _____ Sign: _____

Print Name: _____ Print Name: _____