

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of **Flying Colors Trapeze, Mann Designs Limited and Embrace Adrenaline Flying Trapeze Club**, their agents, owners, officers, volunteers, participants, employees, Charles and Sherri Mann, owner of the property where the equipment is installed, or any other flyer, visitor, or person present in or using the facilities, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "FC", "MDL" and "EA"), I hereby agree to release, indemnify, and discharge FC, EA and MDL on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I understand, acknowledge and agree that my participation in Flying Trapeze or any circus arts training activities, including, but not limited to: Spanish Web, Rope, Tissue or Silks, Acrobatics, Trampoline, Single Trapeze, Double Trapeze, Triple Trapeze, Tight Wire, Cyr Wheel, Slack Wire, or any other activities that are taught at FC and EA, or by employees, agents, or contractors of FC and EA (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. Circus Activities take place where there may be tripping and falling hazards and hazards from moving athletic equipment, falling objects, falling off of equipment, swing or fall of other participants that may come into contact with participant, negligence of another participant and failure of Circus Activities equipment. In any event, if you are injured, you may require medical assistance, which you will have to pay for at your own expense. Furthermore, FC and EA employees, contractors and volunteers have difficult jobs to perform and cannot prevent all accidents. They are well trained and try to minimize the risk, but accidents will happen. By signing this agreement, I am waiving any claims against FC, EA and MDL for negligence and expressly assume the risk of injury because of negligence or failure of equipment, as well as negligence or lack of adequate training of agents of FC and EA who seek to assist with medical or other help either before or after injuries have occurred.
Initial _____
2. **I expressly agree and promise to accept and assume all of the risks existing in Circus Activities.** I am fully informed and understand the risks, hazards and dangers include the risk of serious bodily injury, including permanent disability, paralysis and death, as well as damage to property. I engage in these Circus Activities voluntarily and at my own risk.
Initial _____
3. Instruction in Circus Activities requires that the participants are touched by the instructors in order to demonstrate correct procedure, correct form, to spot the Circus Activities or to prevent an unsafe act. I expressly acknowledge that I will be touched by instructors and consent to touching as part of the instruction at FC and EA.
4. **I hereby voluntarily release, forever discharge, covenant not to sue, and agree to indemnify and hold harmless FC and EA, MDL, Charles and Sherri Mann, and any employee, volunteer or contractor, or fellow participant of these entities, including designers, manufacturers and installers of the facilities, 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 FC's and EA's equipment or facilities, including any such claims which allege negligent acts or omissions of FC and EA or failure of its equipment.**
Initial _____
5. **This agreement shall be construed and interpreted pursuant to Minnesota Law.** Should FC, EA, or MDL 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. In the event that a lawsuit is filed against FC, EA, or MDL I agree to do so solely in the state of Minnesota, 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, or is held to be overboard as written, such provision shall be deemed to be amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law, and the remaining document shall remain in full force and effect. **Initial**

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 of sufficient physical and mental condition to participate in Circus Activities and am willing to assume the risk of any medical or physical condition I may have.
Initial _____
7. If I decide to participate in any water activities including swimming, wake-surfing, water-skiing, paddle boarding, canoeing, kayaking, wading, flotation device, or riding on a towable tube, or riding on a boat, I do so at my own risk.
8. I also understand FC and EA retains the right to use any photos, videos, or other advertising for any legitimate purpose.

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By signing this document, 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 FC, EA, or MDL.

I acknowledge that I have had sufficient time to read this entire agreement and to ask questions about its scope and meaning and I understand the Agreement.

Print Name _____ Age _____ Signature of
participant _____

Address _____ City _____ State _____
Zip _____ Date _____

Phone (_____) _____ Email _____ Emergency
Contact _____ (_____) _____

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 EA or FC to participate in its Circus Activities and to use its equipment and facilities, I affirm that I have the capacity to, further agree to indemnify and hold harmless EA and FC 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 subject to all of terms above. I further affirm that minor is at least 6 years of age.

Parent or Guardian: _____ Print Name: _____ Date: _____