

Participant Name: _____

Emergency Contact Name: _____ **Relationship:** _____

Emergency Contact Phone Number(s): _____

Stage Flight Circus Arts
Participant agreement, release and assumption of risk

In consideration of the services of Stage Flight Productions, L.L.C., their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity by, through, under or on their behalf (hereinafter collectively referred to as "SFP"), I hereby agree to release, indemnify, and discharge SFP, 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 instruction and training, individual and group initiatives, problem solving exercises, personal growth and development exercises utilizing flying trapeze, chinese pole, rock wall climbing, static trapeze, trampoline, tumbling, Spanish web, hoola hoop, silks and lyra entails known and unanticipated risks that could result in physical or emotional injury or death. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: the hazards of slips and falls; being struck by objects dislodged or dropped from above; the hazards from using safety ropes and equipment; the risks of falling off the trapeze; the risks of landing improperly in a safety net; the risks of being entangled in safety lines; my own physical condition, and the physical exertion associated with this activity.

Furthermore, SFP employees have difficult jobs to perform. They seek safety, but they are not infallible and among other things (1) they might be unaware of a participant's fitness or abilities, (2) they might misjudge the weather or other environmental conditions, (3) they may give incomplete or inaccurate instructions or warnings, and (4) the equipment being used might malfunction.

I have read this section and initial to show that I understand and agree _____

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.

I have read this section and initial to show that I understand and agree _____

3. I hereby voluntarily release and forever discharge SFP from any and all claims, demands, suits, judgments, damages, liability, cost or expense, or causes of action, which are in any way connected with my participation in any activity at SFP or my use of any SFP equipment or facilities, including but not limited to those alleging negligent acts or omissions.

I have read this section and initial to show that I understand and agree _____

4. 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.

I have read this section and initial to show that I understand and agree _____

5. Notwithstanding anything to the contrary herein, in the event that I file a lawsuit against SFP, I agree to do so solely in the State of Indiana, and I further agree that the substantive law of the State of Indiana shall apply in that action without regard to the conflict of law rules of that district. 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.

I have read this section and initial to show that I understand and agree _____

By signing this document, I acknowledge that if anyone is hurt, or property is damaged or lost during my participation in this activity, I waive my right to maintain a lawsuit against SFP on the basis of any claim from which I have released them herein.

I have read this section and initial to show that I understand and agree _____

Please list and explain any pertinent medical information regarding your participation in the activity (pre-existing conditions, injuries, allergies, etc.) If none, state NONE: _____

Photo Release:

I understand that any photographs, films, videotapes and sound recordings taken by SFP of the participant(s) can be used by SFP and persons organizing or acting for them for use in educational or promotional materials they create.

I initial here to grant them this right _____ OR I initial here to deny them this right _____

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. I agree that a digitally reproduced/scanned version of this waiver is fully valid and representative of the original, signed executed copy.

Name (guardian if participant is a minor): _____

Signature: _____ Date: _____

Phone: _____ Email: _____

Address: _____

City _____ State _____ Zip code: _____

Please add me to the email list!

Minors:

PARENT'S OR LEGAL GUARDIAN'S ADDITIONAL WAIVER & RELEASE: Must be completed for participants under the age of 18

This is to certify that I, as the parent or guardian with legal responsibility for the Participant, do consent and agree to his/her release as provided above. In consideration of the Participant's being permitted by SFP to participate in its activities and to use its equipment, I hereby release and discharge SFP, its agents and employees, and all other entities or persons from any and all liability which may arise from any claim brought by me or my heirs.

I have read this section and initial to show that I understand and agree _____

Minor's Name: _____ Birth Date: _____

Parent/Guardian: _____ Date: _____
Print Name Signature

Minor's Name: _____ Birth Date: _____

Parent/Guardian: _____ Date: _____

Minor's Name: _____ Birth Date: _____

Parent/Guardian: _____ Date: _____

PARENT OR LEGAL GUARDIAN MUST ALSO INITIAL THE SEVEN SECTIONS INDICATED ABOVE. Rev. 02