

Participant Agreement, Release, and Assumption of Risk

Name: _____ Birthdate: _____ Age: _____ Male Female

Street: _____ City: _____ State: _____ Zip: _____

Email Address: _____ Check here if you DO NOT want emailed updates

Use first?: Hm Phone: _____ Cell Phone: _____ Wk Phone: _____

If Under 18 Years - Parent or Guardian Name(s): _____

Address: Same as Above: _____

In Case of Emergency Call: Name: _____

Use first?: Hm Phone: _____ Cell Phone: _____ Wk Phone: _____

Waiver of Liability and Hold Harmless Agreement

1. In consideration of the services of Kinetic Arts Center, LLC, I hereby release, waive, discharge and covenant not to sue Kinetic Arts Center, LLC, their officers, agents, servants, or employees (hereinafter referred to as releasees) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, whether caused by the negligence of the releasees, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted as well as on other premises where activities have been contracted to perform or teach.

2. I am (or acting on behalf of my child/ward) fully aware of the risks involved and hazards connected with Circus Arts activities, performing, learning or teaching including but not limited to minor or major injuries, paralysis, death, emotional distress or damage to myself or my child, to property, or to third parties. I understand that certain risks associated with Circus Arts (including but not limited to: dance, tumbling, all physical theatre activities) simply cannot be eliminated without jeopardizing the essential qualities of the activity. Without a certain degree of risk students, performers, teachers would not improve their skills and the enjoyment of the arts would be diminished. Circus Arts and related activities expose its participants to the usual risks 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. Traveling to and from shows, exhibitions, or performances raises the possibility of any manner of transportation accidents. In any event, I understand that if I or child/ward is injured, I or my child/ward may require medial assistance at my own expense. I hereby elect to voluntarily participate in said activity (or my child/ward to participate in) with full knowledge that said activity may be hazardous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me or my child/ward, or any loss or damage to property owned by me, as a result of being engaged in such an activity, whether caused by the negligence of releasees or otherwise.

3. I further hereby agree to indemnify and hold harmless the releasees from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, whether caused by negligence of releasees or otherwise.

4. I understand that Kinetic Arts Center, LLC does not maintain any insurance policy covering any circumstance arising from my (or my child/ward's) participation in this event or any activity associated with or facilitating that participation. As such, I am aware that in event of injury or accident no insurance coverage of any kind is available except that which I provide myself (or my child/ward) at my own expense. I certify that I and/or my child/ward has health, accident and liability insurance (or performers insurance) to cover any bodily injury or property damage that may be caused or suffered while participating in the event or activity, or else I agree to bear the costs of such injury or damage to myself and/or child/ward. I further certify that I am willing to assume the risk of any medical or physical condition me or my child/ward may have or else I am willing to assume and bear the costs of all risks that may be created, directly, indirectly, by any such condition.

5. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a release, waiver, discharge and covenant not to sue the above-named releasees. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of California.

6. I agree to allow Kinetic Arts Center, LLC use of photographed images in public relations and marketing materials including but not limited to print, video and electronic media.

7. In signing this release, I acknowledge and represent that I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this release for full, adequate and complete consideration fully intending to be bound by same.

Signature of Participant (parent, guardian, teacher, performer, staff):

Print Name: _____ Signature: _____ Date: _____

Parent/Guardian Additional Indemnification (must be completed for participants under the age of 18).

In consideration of _____ (Print Minor's Name) being permitted by Kinetic Arts Center, LLC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Kinetic Arts Center LLC 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.

Signature of Parent/Guardian of Minor:

Print Name: _____ Signature: _____ Date: _____