

FLYING GRAVITY CIRCUS

INDEMNIFICATION WAIVER 2017

FLYING GRAVITY CIRCUS Programs include but are not limited to: Performance Troupe, Pre-Troupe, Open Training, Summer Tour, Silver Lining Circus Camp, Adult Classes, Private Lessons, Circus After School Programs, Circus Workshops and Circus Residencies.

PLEASE READ CAREFULLY BEFORE SIGNING – THIS AFFECTS YOUR LEGAL RIGHTS.

PARENT OR GUARDIAN OF (please print **PARTICIPANT'S** name below:)

_____, hereby warrants that the participant is in good health and capable of the physical demands of training and performing in a circus arts program.

PARENT OR GUARDIAN realizes and is fully aware that training, rehearsal, and performance in a circus arts program can expose participant to physical risks and hereby agrees on behalf of participant that PARENT OR GUARDIAN and participant assume all risk of injury or loss resulting from participation in said program.

PARENT OR GUARDIAN does hereby on behalf of himself/herself and his/her CHILD/WARD, and their heirs, administrators, executors, and assigns, agree to release, hold harmless, and forever discharge FLYING GRAVITY CIRCUS, JONATHON ROITMAN, FLYING GRAVITY CIRCUS STAFF, FLYING GRAVITY CIRCUS TRUSTEES, HIGH MOWING SCHOOL, HIGH MOWING FACULTY AND STAFF, and any other person officially connected with said program or their respective heirs, legal representatives or assigns of and from any and all claims, demands, liability, right or causes of action of whatsoever kind of nature including, but not limited to, claims for negligence which PARENT OR GUARDIAN OR CHILD/WARD may have, arising from or in any way connected with any injuries, losses, damages, disability, suffering, property damage or loss, or results thereof, which may be sustained by the participant as a result of his/her involvement in the circus arts program.

PARENT OR GUARDIAN on behalf of himself/herself and his/her CHILD/WARD agrees further that in the event any suit is brought by or on behalf of PARENT OR GUARDIAN or CHILD/WARD to recover damages for any claim covered by this release, he/she will indemnify FLYING GRAVITY CIRCUS, JONATHON ROITMAN, FLYING GRAVITY CIRCUS STAFF, FLYING GRAVITY CIRCUS TRUSTEES, HIGH MOWING SCHOOL, HIGH MOWING FACULTY AND STAFF, respective heirs, legal representatives or assigns for all losses or costs associated with any such lawsuit including, but not limited to, any damages awarded and reasonable attorneys' fees and costs incurred.

I, as PARENT OR GUARDIAN of a participant in a FLYING GRAVITY CIRCUS performance, training and/or teaching program, confirm that the participant is insured as in the *Health, Emergency, & Media Form* and understand that the above paragraphs constitute covenant and a promise on my part to fully discharge the above parties from any and all liability for the injuries or the loss resulting from the participant's involvement in any program of FLYING GRAVITY CIRCUS. **I understand that this is a binding contract and that my signature is required in order for my CHILD/WARD to participate in a FLYING GRAVITY CIRCUS program.**

THIS IS A RELEASE OF LIABILITY. I HAVE READ THIS RELEASE AND I VOLUNTARILY SIGN SAME.

Parent/Guardian Printed Name

Parent/Guardian Signature

Date

Updated 9/15/2017