

## **Cirque School LA & Troupe Vertigo Participant Agreement Release of Liability Waiver and Assumption of Risk**

In consideration of the services of Cirque School LA their agents, owner, officers, volunteers, participants, trainers, trainees, employees, facility owner/operator and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as {CSLA), I hereby agree to release, indemnify, and discharge CSLA, 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 Aerial and Acrobatic training 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: Circus activities entail certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Without a certain degree of risk, circus students would not improve their skills, and the enjoyment of the activities would be diminished. Circus activities expose its participants to the usual risk of cuts and bruises. Other more serious risks exist as well. Participants can fall off equipment, sprain or break wrists and ankles. In the event that you are injured, and you may require medical assistance, it will be at your own expense. CSLA Trainers seek safety, but they are not infallible. They might be unaware of a participant's fitness level or abilities. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

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.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless CSLA from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of CSLA's equipment or facilities, including any such claims which allege negligent acts or omissions of CSLA.

4. Should CSLA 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.

5. 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.

6. In the event that I file a lawsuit against CSLA, I agree to do so solely in the state of California, and I further agree that the substantive law of California 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, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against CSLA on the basis of any claim from which I have released him or her herein. 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.

Signature of Participant \_\_\_\_\_

Print Name \_\_\_\_\_

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

In consideration of \_\_\_\_\_  
(print minor's Name)

being permitted by CSLA to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless CSLA 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.

Parent or Guardian: \_\_\_\_\_ [print}

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Cirque School LA Policies**

\*Please Initial

- I am aware that there is a 24 hour scheduling policy and will register for classes greater than 24 hours prior to class time. \_\_\_\_\_\*

- I am aware that there is a 24 hour drop policy and that I will be charged the full class fee for all classes I do not appear at or drop from less than 24 hours prior to the confirmed class. \_\_\_\_\_\*

- I understand that if I have not shown up or called within 20 minutes of my confirmed Private class that I will be considered a no-show and will be charged the full fee. \_\_\_\_\_\*

- I understand upon teacher approval that I can make up a missed class as no refunds are given for classes. \_\_\_\_\_\*

- I understand that teachers are subject to change and that I am still responsible for keeping my appointment. \_\_\_\_\_\*

- I understand that classes may be cancelled by Cirque School if insufficient students are registered and that I will be offered a make-up class or refund if a class is cancelled \_\_\_\_\_\*