

PARTICIPANT AGREEMANET, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Cincinnati Circus Company LLC, Newport On the Levee, 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 "CCC"), I hereby agree to release, indemnify, and discharge CCC, 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 in flying trapeze, static trapeze, and other circus instruction 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. _____ **Initial**
2. **The risks include, among other things:** The hazards of slips and falls; rope burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions or even more severe life threatening hazards. **Further risks include:** 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 the safety net; the risks of being entangled in the safety lines; my own physical condition, the physical exertion associated with this activity and the negligence of other participants, or other persons who may be present. _____ **Initial**
3. Furthermore, CCC employees have difficult jobs to perform. They seek safety, but they are not infallible and among other things (1) they may be unaware of a participants' fitness or abilities, (2) they may misjudge the weather or other environmental conditions, (3) they may give incomplete or inaccurate instructions or warnings, and (4) the equipment being used may have malfunctions. _____ **Initial**
4. 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. _____ **Initial**
5. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless CCC from and against 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 CCC or my use of any CCC equipment or facilities, **including but not limited to those alleging negligent acts or omissions of CCC.** _____ **Initial**
6. Should CCC 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. _____ **Initial**
7. 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 assumed the risk of any medical or physical condition I may have. _____ **Initial**
8. Notwithstanding anything to the contrary herein, in the event that I file a lawsuit against CCC, I agree to do so solely in the state of Kentucky, and I further agree that the substantive law of Kentucky shall apply in that action without regard to the conflict of law rules of that stat. _____ **Initial**
9. 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. _____ **Initial**

10. By signing this document, I acknowledge that if anyone is hurt or property is damaged or lost 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 CCC on the basis of any claim from which I have released them herein. _____ **Initial**

11. 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. _____ **Initial**

Signature of participant _____ Print Name _____

Date: __/__/__

Address _____

Phone _____

PARENT'S OR LEGAL GUARDIAN'S ADDITIONAL WAIVER AND 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 (print minor's name) _____, do consent and agree to his/her release as provided above. I understand that a minor may not be left unaccompanied at the facility. In consideration of the participant's being permitted by CCC to participate in its' activities and to use its equipment and facilities, I release and agree to indemnify and hold harmless CCC, to the fullest extent permitted by law, from any and all liability, claims which are brought by, or on behalf of Participant, even if such liability arises from the active or passive negligence of CCC.

Minor's Birth Date _____

Parent or Legal Guardian: (signature) _____ (Print name)

_____ Date __/__/__

PARENT OR LEGAL GUARDIAN MUST ALSO INITIAL THE BOXES ABOVE.