

CULSENLAIR CIRCUS, ACROBATICS, PARTNER ACROBATICS, YOGA, AERIAL, DANCE, GYMNASTICS and FITNESS RELATED CIRCUS AND MOVEMENT ACTIVITIES RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT.

Please read and be certain you understand the implications of signing. Express assumption of Risk Associated with Circus, Acrobatics, Partner Acrobatics, Yoga, Aerial, Dance, Gymnastics and Fitness Related Circus and Movement Activities.

I, _____ do hereby affirm and acknowledge that I am fully aware of the inherent hazards and risks associated with acrobatics, partner acrobatics, yoga, aerials, dance, gymnastics and broader circus activities, transportation and/or set up of equipment related to the activities, and traveling to and from activities sites of which I am about to engage in. I acknowledge that the acrobatics, dance, aerial, artistic movement and circus activities are highly physical and strenuous with the potential to cause injury. I understand that I must judge my own capabilities to take part in any activity, at all times and in all locations. I understand that it is my responsibility to consult with a physician or doctor before taking part in any activities and that I am fully physically and mentally capable of taking part in all activities. I understand and it is my full responsibility to monitor my own level of physical capability for all activities undertaken throughout the duration of my participation and confirm that I am fully insured through self or third party to be covered for any injury, damage, disability, loss or death resulting from the risks and activities I undertake.

Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized in acrobatics, aerials, dance, gymnastics and broader circus activities is significant including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or others' equipment.
3. My own negligence and/or the negligence of others, including employees, agents, independent contractors or representatives of CULSENLAIR including but not limited to operator error.
4. Injury to hands, fingers, feet, limbs, joints and toes, including but not limited to inflammation and/or strain of muscles ligaments and/or tendons, nerve damage or compression, and broken bones.
5. Injury from falling or contact from falling equipment or persons may occur from lack of strength/awareness, negligence, accident, exposure to high altitude, which may affect judgment and coordination, or from not paying close attention to your activities and surroundings or the activities of others with or near you.
6. Broken bones, severe injuries to the head, neck, back and spine which may result in severe physical impairment or even death.
7. Discharge of weapons or loud and/or unexpected noises in or near the area of activity.
8. Cold weather and heat related injuries and illness including but not limited to frostnip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia, and dehydration.
9. Exposure to outdoor elements, including but not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature or weather conditions.
10. Attack by or encounter with insects, reptiles, and/or animals.
11. Accidents or illness occurring in remote places where there are no available medical facilities.
12. Fatigue chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
13. My (or others) sense of balance, physical coordination, strength, awareness and ability to follow instructions.
14. Unknown risks or hazards.

*I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, disability or death.

Release of Liability, Waiver of Claims and Indemnity Agreement In consideration for being permitted to participate in any way with the CULSENLAIR Circus, Acrobatics, Partner Acrobatics, Yoga, Aerial, Dance, Gymnastics and Fitness Related Circus and Movement Activities, I hereby agree, acknowledge and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as release. CULSENLAIR, Celia Francis, Nick Francis, Eve Francis

2. To release the releases, their officers, directors, supervisors, employees, contractors, subcontractors, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, disability, property damage, or wrongful death arising from the above activities whether caused by activity or passive negligence of the releases or otherwise.

3. Although I acknowledge there is no obligation for any person to provide medical care during, prior to, after or any activity related to CULSENLAIR. I hereby give permission for those around me to provide first aid, administer prescribed or OTC medication and/or aid in seeking emergency medical treatment as they see it is required. In the event medical treatment or advice is provided to me I hereby waiver any claim against CULSENLAIR, employees, agents, subcontractors, Celia Francis, Nick Francis, Eve Francis or any other persons for any INJURY, DAMAGES, DISABILITY or DEATH caused by their direct or indirect actions or the negligent provision of such medical care.

By executing the document, I agree to hold the releases harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities. By entering into this Agreement, I am not relying on any oral or written representation or statement made by the releases, other than what is set forth in this Agreement. This release shall be binding to the fullest extent permitted by law. If any provisions of the release is found to be unenforceable, the remaining terms shall be enforced.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERM, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMNT.

Signature of Adult Participant _____

Name of Adult Participant (Please Print) _____

Date _____

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releases, but also to release and indemnify the Release from any and all liabilities incident to his/her involvement in these programs from myself, my heirs, assigns, and next of kin. Participant is a Minor, and by their signature, they on my behalf release

Signature of Parent or Guardian _____

Name of Parent or Guardian (Please Print) _____

Date _____

Medical Information

Do you have any pre-existing medical conditions that you think we should know about?

Yes (please specify) _____

No _____

Detail any medical information, allergies or special needs that might be relevant/you think we should be aware of in the event of an emergency (so we can inform medical teams/those providing treatment and/or support)?

Yes (please specify)

No _____