



EXTREME CHEER SENSATION- CIRQUE SENSATION PROGRAM

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

WARNING: BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE – PLEASE READ CAREFULLY

Participant Name (Please Print): _____ Date of Birth: _____

Mailing Address: _____
(Street Address) (City/Town) (Postal Code)

Emergency Contact Name: _____ Emergency Contact #: _____

ASSUMPTION OF RISKS:

I am aware that Cirque and Aerial Arts (hereinafter called the “Activity”) involves inherent risks, dangers and hazards including but not limited to the following: all manner of injury including death, resulting from falling off or from the area involved in aerial arts and/or impacting any horizontal or vertical surfaces, people or equipment projections, whether permanently or temporarily in place, failure or improper use of the equipment, failure of any part of the aerial equipment, anchor systems, attachment points, rope and equipment abrasions, cuts, entanglements and other injuries resulting from the activity. I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss, resulting therefrom.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

In consideration of the use of the Cirque and Aerial Arts programs and aerial arts equipment at Extreme Cheer Sensation, and acknowledging to abide by the Aerial Etiquette & Guidelines of Extreme Cheer Sensation, **I hereby agree as follows:**

TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against Extreme Cheer Sensation’s Cirque and Aerial Arts Program (hereinafter called “Cirque Sensation”), Extreme Cheer Sensation, its Board of Governors, directors, officers, employees, and representatives (all of whom are hereinafter collectively referred to as “The Releasees”);

TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my Participation in the Activity, due to any cause whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, ON THE PART OF THE RELEASEES. It is my responsibility to ensure that I have adequate medical, personal health, dental and accident insurance coverage, as well as protection for my personal possessions;

TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of, or personal injuries to, myself or any third party, resulting from my participation, or the participation of my child or legal charge, as appropriate, in the Activity;

This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity;

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in the Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

(Participants under 18 years of age must have a parent or legal guardian sign this document.

_____ Participant Name (<i>PRINT LEGIBLY</i>)	_____ Signature	_____ Date
_____ Witness Name (<i>PRINT LEGIBLY</i>)	_____ Signature	_____ Date
_____ Name of parent or legal guardian if Participant is under 18 years of age	_____ Signature	_____ Date

Parents or legal guardians will assume personal liability for claims of their child or legal charge by completing this Agreement. Parents or legal guardians agree to hold the Releasees harmless from the claims of their child.

PHOTO RELEASE:

I understand that Extreme Cheer Sensation staff may be taking photographs of the Cirque Sensation Program participants for the purpose of promoting Cirque Sensation and/or Extreme Cheer Sensation Programs. Furthermore, I understand that consent is required for Extreme Cheer Sensation to photograph and/or video-tape me, or my child, as they participate in Cirque Sensation program(s).

I hereby consent to and authorize Extreme Cheer Sensation, without any compensation to me, permission to use digital images including video of me, or my child, or digital images including video in which I, or my child, may be involved with others as they relate to Extreme Cheer Sensation's Cirque Sensation Program(s) and the promotion of the program(s) thereto.

I understand that the tape, digital images, negatives and positives, together with the prints are owned by Extreme Cheer Sensation and that Extreme Cheer Sensation reserves the right to use these photographs or videotape in any of its print or electronic publications as they relate to the promotion of Extreme Cheer Sensation and/or the Cirque Sensation Program(s).

On behalf of (your or your child's name): _____

I give my consent to the information disclosures as described above.

I do not give my consent to the information disclosures as described above

Participant Name (*PRINT LEGIBLY*)

Signature

Date

Name of *parent or legal guardian* if
Participant is under 18 years of age

Signature

Date

