

TRAPEZE HIGH LLC
PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGMENT OF RISK

In consideration of the services of Trapeze High LLC, their agents, owners, officers, volunteers, participants, employees, Lindsay Van Voorhis, H. David Ayers, Dr. Edy Greenblatt, Execu-Care, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Trapeze High"), I hereby agree to release and discharge Trapeze High, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows

1. I acknowledge that flying trapeze, trampoline, wire walking, chifton, single and double trapeze, lyra, and other circus activities entails known and unanticipated risks which could result in physical and emotional injury, paralysis, death, or damage to me, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

Furthermore, Trapeze High employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a participant's fitness or abilities. They may give inadequate 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 Trapeze High 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 Trapeze High's equipment or facilities, **including any such claims which allege negligent acts or omissions of Trapeze High.**

4. Should Trapeze High, or anyone acting in 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 have no medical or physical conditions that could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

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 Trapeze High on the basis of any claim form which I have released them 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 _____ Date _____

Print Name _____ Phone Number _____

Address _____ City _____ State _____ Zip _____

E-mail address _____

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 Trapeze High to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Trapeze High from any and all claims which are brought by or on behalf of Minor, and which in any way connected with such use or participation by Minor.

Parent or Guardian signature _____

Print Name _____