

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Tanya Gagne (AKA BIG SKY WORKS or The Trapeze Loft) her respective heirs, agents, owners, officers, volunteers, participants, employees, board members and all other persons or entities acting in any capacity on her behalf or the behalf of BIG SKY WORKS or The Trapeze Loft (hereinafter collectively referred to as BSW), I hereby agree to release, indemnify and discharge BSW on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

- I acknowledge that my participation in a any of the classes, rehearsals or workshops at BSW including but not limited to flying trapeze, static trapeze, silk/fabric work, any aerial apparatus, tight wire, tumbling, trampoline, fully functional training, personal best, hula hoop, partner acrobatics, yoga, stilt walking and juggling entails known and unanticipated risks which 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: The following describes some but not all of those risks: Participation in any of the above listed activities, classes, workshops or rehearsals or any other physical activity engaged in at BSW entails certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Without a certain degree of risk, participants would not improve their skills, and the enjoyment of the activity would be diminished. Participants are exposed to the usual risks such as cuts and bruises. Other more serious risks also exist. Participants may fall off equipment, sprain or break limbs and can suffer more incapacitating injuries as well. In any event, if you are injured, you may require medical assistance, at your own expense. Furthermore, BSW employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities and/or may give inadequate warnings or instructions. It is a BSW priority to keep our equipment as safe as possible, however, the equipment being used might malfunction.

- 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.
- I hereby release, forever discharge, and agree to indemnify and hold harmless BSW 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 BSW's equipment or facilities, including any such claims which allege negligent acts or omissions of BSW.
- Should BSW 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 such fees and costs.
- 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 that I may have.

- In the event that I file a lawsuit against BSW, I agree to do so solely in the state of New York, and I further agree that the substantive law of that state 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 portions 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 BSW on the basis of any claim from 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: _____

Print Name: _____

Address: _____

Phone Number: _____ Date: ____ / ____ / ____

Email: _____

Parent's or Guardian's Additional Indemnification
(must be completed for participants under 18 years)

In consideration of _____ (print minor's name) ("Minor") being permitted by BSW to participate in its activities and to use its equipment and facilities, I further indemnify and hold harmless BSW 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/Guardian: _____ Print name: _____

Date: ____ / ____ / ____

Emergency Contact Information

Name: _____ Relationship: _____

Phone: _____