



Risk Acknowledgement and Waiver

THIS IS AN IMPORTANT DOCUMENT, MAKE SURE YOU READ IT FULLY.

In consideration of the services of Flying Monkeys Trapeze Ltd., and its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Flying Monkeys Trapeze"), I hereby agree to release, indemnify and discharge Flying Monkeys Trapeze on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

- I acknowledge that my participation in flying trapeze, aerial arts, circus skills and all other various activities that are taught at Flying Monkeys Trapeze or by Flying Monkeys Trapeze employees at any offsite location (hereinafter referred to as "circus activities"), subject the participant to danger, and that this risk cannot be eliminated without jeopardizing the essential qualities of the circus activities.
- Without a certain degree of risk, circus activities students would not improve their skills and the enjoyment of the sport would be diminished. Circus activities expose its participants to the usual risk of cuts and bruises. However, more serious risks exist as well. Participants can fall off equipment, sprain or break limbs, and can suffer more serious injuries, and even death.
- Furthermore, Flying Monkeys Trapeze employees have difficult jobs to perform and cannot prevent all accidents. They try to minimize the risk, but accidents may happen. By signing this agreement, I am waiving any claims against Flying Monkeys Trapeze for negligence and expressly assume the risk of injury because of negligence or failure of equipment.
- **Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist.**
- 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 I may have.
- I expressly agree to accept and assume all of the risks existing in circus activities. My participation in circus activities is purely voluntary, and I elect to participate despite the risks. I know that it is my responsibility to ensure my own safety. I take full responsibility for my own health and safety in participating in the circus activities.
- I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Flying Monkeys Trapeze and its employees and directors from any and all claims of death, disability, personal injury, property damage, theft or demands or causes of action, which are in any way connected with my participation in circus activities or my use of Flying Monkeys Trapeze's equipment or facilities, including any such claims which allege negligent acts or omissions of Flying Monkeys Trapeze or failure of its equipment.
- Should Flying Monkeys Trapeze or anyone acting on their behalf be required to incur lawyer's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- To reduce the risks, I undertake to comply strictly with all instructions given by the Flying Monkeys Trapeze staff at all times and have read the safety rules for the site either online or onsite and understand that by not following instructions and rules I expose myself to higher risk.



I have read this entire document including Page 1. I have read and understood it, and I agree to be bound by its terms.

Participant details

First Name: _____ Last Name: _____

Date of Birth: _____ Phone Number: _____

Email Address: _____

If filling on behalf of a participant who is under the age of 18 years old

In consideration of a “Minor” being permitted by Flying Monkeys Trapeze Ltd. to participate in its circus activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Flying Monkeys Trapeze Ltd. 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.

If this Risk Acknowledgement and Waiver is signed by me as a parent or guardian on behalf of a participant who is under the age of majority, the terms “I”, “me”, and “my”, wherever used in this Risk Acknowledgement and Waiver, shall be deemed to include to the said minor participant.

Parent/Legal Guardian details:

First Name: _____ Last Name: _____

Phone Number: _____ Email Address: _____

Photo/media release

I hereby authorize Flying Monkeys Trapeze to record my image and voice, and publish the same in promotional material, including without limitation print, presentations, web sites and social media for promotional purposes, without right to receive compensation of any kind.

If you do not want your image to be used, you must inform your instructor before the class begins.

I agree for my image to be used Yes No

Signature: _____ Date: _____