

## PARTICIPANT WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT

In consideration of the services of I.FLY.LI, inc., County of Nassau, 1550 Franklin Ave, Mineola, NY 11501, City of Long Beach, their agents, owners, officers, volunteers, participants, employees, affiliates, suppliers, and all other persons or entities acting in any capacity by, through, under or on their behalf (all of these are **hereinafter** collectively referred to as "I.FLY"), **I, the Participant (or, the Parent or Guardian of Participant) hereby agree to the following on behalf of myself (and Minor, if applicable), my spouse, my children, my parents, my heirs, assigns, personal representatives.**

1. **I acknowledge that participation, training and receipt of instruction in various circus activities, including but not limited to flying trapeze, static trapeze, swinging trapeze, silks, Spanish web, and any other circus arts activities (collectively referred to as the "Activities"), entails known and unknown risks that could result in physical or emotional injury or death. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the Activities.**
2. **The risks of the Activities include, among other things:** trips, slips, and falls around the equipment; rope burns from safety lines and safety net; sprained and/or broken wrists and ankles; muscle bruises, sprains, and pulls; being struck by objects dropped from above; falling from the trapeze; the risks of being entangled in the safety lines; the risks of landing improperly in the safety net or on a mat; my own physical condition, and the physical exertion associated with the Activities.
3. Further, I acknowledge that I.FLY has a difficult job to perform. They seek safety, but they are not infallible. Among other things: (1) they might be unaware of a participant's fitness or abilities, (2) they might misjudge the weather conditions and/or other environmental conditions, (3) they might give incomplete or inaccurate instructions or warnings, and (4) the equipment being used might malfunction.
4. I expressly agree and promise to accept and assume all of the risks related to the Activities. I agree that my/Minor's participation in the Activities is purely voluntary, and I elect to participate/allow Minor to participate despite the risks.
5. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless I.FLY or anyone acting on their behalf from any and all claims, demands, lawsuits, actions, causes of action or other losses (including attorneys' fees) (collectively "Losses"), that are in any other way connected with my participation in the Activities or my use of I.FLY equipment or facilities, including any Losses arising from the actual or alleged **negligent** acts or omissions of I.FLY, the makers, sellers or providers of equipment used in the Activities, or by others participating in the Activities, or any Losses relating to I.FLY's enforcement of this Agreement.
6. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the Activities, 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.
7. I understand that by signing this Release I agree to waive my right to maintain a lawsuit against I.FLY or anyone acting on their behalf on the basis of any claim from which I have released them in this Agreement. Notwithstanding anything to the contrary, I agree that any lawsuit brought under this Agreement shall be brought only in the courts of the State of New York, the substantive law of New York shall apply, without regard to New York State's conflicts of laws rules. 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 to the fullest extent allowed by law.
8. I certify that other than as may be set forth in the space below, I have no physical or mental conditions, and that I am taking no medication that will adversely affect my ability to engage in the Activities. I consent to whatever medical care, might be provided to me/Minor in the event necessary.
9. I acknowledge and agree that I.FLY may take photographs or video ("Media") during my participation in the Activities. I expressly permit I.FLY to use my name and likeness, including any such Media, in connection with any advertising, marketing or promotional activities ("Promotions"), including on the internet, and I forever release and discharge any rights I or my heirs may have relating to the use of my name or likeness in any Media or Promotions, including without limitation, any rights I may have to receive any compensation from I.FLY for use of the same.

Participant Name (Print): \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

Cell Phone: (     ) \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**By signing below I acknowledge that I have had sufficient opportunity to read this entire document and I agree to be bound by its terms.** 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 I.FLY on the basis of any claim from which I have released them herein.

### PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (print minor's name)("Minor") being permitted by I.FLY to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless I.FLY 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 or Guardian: \_\_\_\_\_ Print: \_\_\_\_\_ Date \_\_\_\_\_