



WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISKS
(the "Agreement")

In consideration of West Coast Flying Trapeze Inc. ("**West Coast Flying Trapeze**") providing to me certain services, including, instruction, classes, experiences, and training in flying trapeze, trampoline, tumbling, aerial arts, and other circus arts (collectively, the "**Activities**"), I **RELEASE AND FOREVER DISCHARGE** West Coast Flying Trapeze, and its affiliates, subsidiaries, directors, officers, employees, agents, volunteers, contractors, and owners (collectively, the "**Releasees**") of and from any and all manner of actions, causes of action, losses, damages, expenses, suits, contracts, claims, and personal injury, of any nature or kind whatsoever (including death), whether in law or in equity or pursuant to statute (collectively, "**Claims**"), which as against any of the Releasees I may have, arising out of my participating in the Activities.

I **INDEMNIFY** the Releasees with respect to any Claims from any third parties arising out of my participation in the Activities.

I **REPRESENT AND WARRANT** to the Releasee that I am in good health (including physical, emotional, and behavioural condition) and I am not taking medication or suffering from any condition that would make it potentially dangerous or harmful for me to participate in the Activities.

IN ADDITION TO THE ABOVE, I AGREE THAT:

1. **Unanticipated Risks to Self and Property.** My participation in the Activities entails known and unanticipated risks and may pose physical risk to me or damage to my property and I may suffer injury or loss, including, without limitation, soreness, burns, serious injury to body, emotional or mental injury, paralysis, or death, to me or to third parties. Without limiting the foregoing, risks also include injury to me as a result of the participation in the Activities by any third parties.
2. **No Reimbursement of Expenses.** All expenses associated with any medical assistance for myself will be my sole responsibility and will not be paid for by the Releasees or if so paid, I agree to repay the Releasees for such expenses.
3. **Negligence.** West Coast Flying Trapeze's agreement to permit me to partake in Activities is based on the strict understanding that I assume all of the risk involved in partaking in the Activities, including the risks to myself as set out in this Agreement and the risks to others as a result of my participation in the Activities and that the Releasees will not be held responsible in any way should I or others become injured or suffer any adverse consequences as set out in this Agreement, even if such injury or adverse consequence arises from faulty or improperly maintained equipment, incomplete or inadequate instructions, inaccurate assessments as to my level of ability, or the negligence or actions of the Releasees or others. I understand that negligence includes failure on the part of any of the Releasees to take reasonable steps to safeguard or protect me from the risks, dangers, and hazards of the Activities.
4. **Media Release.** I give the Releasees permission to take photos and videos of me and I grant West Coast Flying Trapeze an irrevocable license to use my image, likeness, voice, and derivative works thereof, without any compensation or recognition, for any purpose ("**Media**"). I assign all my rights in the Media to West Coast Flying Trapeze and waive all related moral rights.

Initials	

5. **Spotting.** I consent to West Coast Flying Trapeze's instructors spotting and physical corrections to me as is reasonably required for my safety and enjoyment in the participation of the Activities.
6. **Intoxication.** I will not be under the influence of drugs or alcohol or intoxicated in any way during my participation in the Activities.
7. **Personal Practice.** I understand that instructional media such as books, pictures, or videos cannot adequately display all potential hazards involved with the Activities and therefore West Coast Flying Trapeze discourages attempting to perform any skills taught by West Coast Flying Trapeze outside of a professional facility. I will not attempt to perform, perform, or encourage others to perform any of the Activities anywhere other than in a professional facility under the supervision of trained instructors.
8. **Allergens.** West Coast Flying Trapeze' facilities, and any foods provided by West Coast Flying Trapeze, are not allergen-free, gluten-free, or scent-free.
9. **Law.** This Release is governed by the laws of British Columbia and the parties agree to attorn to the jurisdiction of British Columbia exclusively. This Release is binding on my estate.

THIS IS A FULL RELEASE OF ALL CLAIMS AND CONTAINS AN INDEMNITY.

PLEASE READ IT CAREFULLY.

I acknowledge, as evidenced by my signature below, that I have carefully read, understand, and agree to the foregoing prior to my participating in the Activities and that West Coast Flying Trapeze would not agree to permit me to partake in the Activities if I did not agree to the terms set out above. The terms of this Agreement form a binding contract.

Date

Print Name

Signature

ADULT INDEMNIFICATION

(if participant is under 19)

In consideration of West Coast Flying Trapeze agreeing to permit following minor(s)

[name(s)] _____ ("**Minor**") to participate in the Activities, and for other good and valuable consideration, I agree to the following:

- (a) I agree that West Coast Flying Trapeze would not agree to permit the Minor to partake in the Activities if I did not agree to this Agreement.
- (b) **I INDEMNIFY AND RELEASE** the Releasees from any Claims, including any claims whatsoever arising out of the Minor's participation in the Activities which may be brought by or on behalf of the Minor or when the Minor reaches the age of majority.
- (c) I assume all risks on behalf of the Minor related to the Minor participating in the Activities.
- (d) I represent and warrant that I have the authority to sign this Agreement on behalf of the Minor.

Date

Name of Adult

Signature of Adult