

PARTICIPANT AGREEMENT. RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Qtopia Entertainment, Inc. dba Dream Theater Aerial School, Hollywood Aerial Arts Academy, Ray Pierce Productions, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "DTAS/HAAA"), I hereby agree to release, indemnify, and discharge DTAS/HAAA, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in flying trapeze lessons, gymnastics and acrobatics entails known and unanticipated risks that 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: Circus and trapeze activities entails certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Without a certain degree of risk, circus and trapeze students would not improve their skills and the enjoyment of the activities would be diminished. Circus and trapeze activities expose its participants to the usual risk of cuts and bruises. Other more serious risks exist as well. Participants can fall off equipment, sprain or break wrists or ankles, and can suffer more serious injuries. Traveling to and from shows, meets or exhibitions raises the possibility of any manner of transportation accidents as well. In any event, if you or your child is injured, you or your child may require medical assistance, at your own expense.

Furthermore, DTAS/HAAA 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. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all risks existing in these activities. My participation in these activities 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 DTAS/HAAA from any and all claims, demands, causes of action, which are in any way connected with my participation in these activities or my use of DTAS/HAAA equipment or facilities, **including any such claims which allege negligent acts or omissions of DTAS/HAAA.**
4. Should DTAS/HAAA 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 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 am willing to assume the risk of any medical or physical condition I may have.
6. In the event I file a lawsuit against DTAS/HAAA, I agree to do so solely in the state of California, and I further agree that the substantive law of California shall apply in that action without regard to the conflict of law rules in that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document 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 these activities, I may be found by a court of law to have waived my right to maintain a lawsuit against DTAS/HAAA 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 _____ Email _____ Date _____

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 DTAS/HAAA to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless DTAS/HAAA 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 Name: _____ Date: _____