

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

In consideration of West Coast Flying Trapeze Inc. (the "West Coast Flying Trapeze") providing to me certain services, including, without limitation, instruction, classes, and training in (1) flying trapeze; (2) trampoline; and (3) tumbling, aerial arts, and other circus arts training (collectively, the "Activities"), the receipt and sufficiency of which I acknowledge, I **RELEASE, INDEMNIFY, AND FOREVER DISCHARGE** West Coast Flying Trapeze, and its affiliates, subsidiaries, directors, officers, employees, agents, volunteers, contractors, and owners (collectively, the "Releasee") of and from any and all manner of actions, causes of action, loss, damage, expense, suits, contracts, claims, damages, and personal injury, of any nature or kind whatsoever, whether in law or in equity or pursuant to statute (collectively, "Claims"), which as against the Releasee or any of them I ever had, now have or at any time hereafter may have, arising out of my participating in the Activities.

I represent and warrant to the Releasee that I am in good health and physical condition and I am not taking medication or suffering from a condition that would make it potentially dangerous or harmful for me to participate in the Activities.

I UNDERSTAND AND AGREE THAT:

1. 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 others.
2. All expenses associated with medical assistance will be my responsibility and will not be paid for by the Releasee or if so paid, I agree to repay the Releasee for such expenses.
3. 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 Release Agreement and the risks to others as a result of my participation in the Activities and that the Releasee will not be held responsible in any way should I or others become injured or suffer any adverse consequences as set out in this Release 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 Releasee or others. I understand that negligence includes failure on the part of the Releasee to take reasonable steps to safeguard or protect me from the risks, dangers, and hazards of the Activities.
4. This Release Agreement is governed by the laws of British Columbia and the parties agree to attorn to the jurisdiction of British Columbia exclusively.

THIS IS A FULL RELEASE OF ALL CLAIMS. 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 Release Agreement form a binding contract.

Date

Print Name

Signature

PARENT OR GUARDIAN INDEMNIFICATION

In consideration of West Coast Flying Trapeze agreeing to permit _____ (the "Minor") to participate in the Activities and for other good and valuable consideration, the receipt and sufficiency of which I acknowledge, I agree to indemnify and hold harmless the Releasee of and from all Claims, which may be brought by, or on behalf of the Minor and 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 indemnify the Releasee as set out herein.

Date

Name of Parent or Guardian

Signature of Parent or Guardian