



## AERIAL EXPRESSIONS RELEASE FORM

### PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK ...

DATE \_\_\_\_\_ TIME \_\_\_\_\_

In consideration of the services of Aerial Expressions, 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 "AE"), I hereby agree to release, indemnify, and discharge AE , on behalf of myself, spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledged that my participation in acrobatics skills and aerial arts and/or bungee training and instruction activities 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 included, among other things:** slips and falls; falling from equipment; rope burns; pinches, scrapes, twists and jolts that could results in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards; strains, cuts, bruises, muscle soreness and fractures; musculoskeletal injuries including head, neck and back; injuries to internal organs; the negligence of other people; my own physical condition; and the risk of emotional and psychological injuries or physical damage associated with this activity. Traveling to and from shows, meets and exhibitions will raise the possibility of any manner of transportation accidents. In any event, if you or your child is injured, any medical assistance will be at your own expense.

Furthermore, AE 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 might misjudge the weather or other environmental conditions 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 of the risks existing in this activity. My participation in this activity 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 AE from any and all claims, demands or cause of action, which are in any way connected with my participation in this activity or my use of AE's equipment or facilities, **including any such class with allege negligent acts or omissions of AE.**

4. Should AE or anyone acting on their behalf, be required to incur attorney's fees and cost to enforce this agreement, I agree to indemnify and hold the harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover my injury or damage I may cause or suffer while participating, or else I agree to bear the cost 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 that I file a lawsuit against AE, I agree to do so solely in the state of Louisiana, and I further agree that the substantive law of the state shall apply in the action without regard to the conflict of law rules of that state. I agree that if any portion of the agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

**By signing the document, 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 AE 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.**

Print Name \_\_\_\_\_

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_