

Circus Mojo Release and Waiver Form

The undersigned participant, or, if under age 18 years of age, the undersigned participant's parent or guardian (both herein after referred to as "Participant") hereby acknowledges that there are risks and physical dangers inherent in participating in and/or receiving instruction in circus arts from Circus Mojo. Participant also agrees, as a condition to participating in Circus Mojo classes, events, performances and other activities (collectively "Activities"). Participant must relinquish his/her rights to hold Circus Mojo liable for any injuries or damages that he/she may suffer while participating in and/or receiving instruction from Circus Mojo.

With full knowledge and understanding of the foregoing, and in exchange for the opportunity to participate in the Activities, Participant hereby covenants and agrees as follows:

1. Participant voluntarily releases Circus Mojo, its officers, agents and employees from any and all liability arising out of his/her participation in any of the Activities;
2. By signing this Release and Waiver Form ("Release"), he/she releases, waives, discharges, relinquishes and agrees not to sue Circus Mojo for any cause of action, claim, loss, or damage that he/she may have or have had against Circus Mojo, whether known or unknown, whether past, present or future, and whether anticipated by him/her, which arises out of his/her participation in the Activities;
3. This release applies to any personal injury, property damage and wrongful death Participant may cause or suffer while participating in any of the Activities, even if caused by the acts or omissions of others;
4. This release will be binding upon Participant, his/her spouse, and his/her personal representatives, assigns, heirs and next of kin;
5. By signing this Release, Participant agrees to release, indemnify and hold Circus Mojo harmless from any and all liability or costs, including attorneys fees, associated with or arising out of his/her participation in any of the Activities;
6. By signing this Release, Participant agrees to release, indemnify and hold Circus Mojo harmless for any and all liability or costs arising out of any motor vehicle accident or incident which occurs while Participant drives his/her own vehicle to and from Activity, or if Participant rides as a passenger in a vehicle owned or rented by any officer, employee or agent of Circus Mojo to or from any Activity;
7. I hereby grant Circus Mojo, its representatives and employees, successors and assigns (Collectively Circus Mojo), the right to take video/photographs of me and my property in connection with the above-identified subject. I further grant Circus Mojo permission to copyright, use and publish the same in any and all of its publications, including websites, without payment or any other consideration. I understand and agree that these materials will become the property of Circus Mojo. I hereby irrevocably authorize Circus Mojo to edit, alter, copy exhibit, publish or distribute the photo(s) for purposes of publicizing illustrating, and marketing Circus Mojo's programs or for any other lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears, and I further waive any right to royalties or other compensation arising or related to the use of the video/photograph(s). I hereby hold harmless, release and forever discharge Circus Mojo, its successors and assigns, from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other person acting on my behalf or my estate have or may have by reason of this authorization.
8. By signing this Release, Participant is assuming responsibility and all risk of personal injury, property damage or death suffered by him/her while participating in any of the Activities, regardless of where the Activities are conducted, or suffered while in transit to or from the premises where the Activity occurs;
9. Participant understands that, if signing this Release on behalf of a minor child, he/she is relinquishing the same rights for the minor child as he/she would be relinquishing if this Release were signed on his/her own behalf;
10. By signing this Release, Participant agrees to conform and comply with all the rules and regulations of Circus Mojo;
11. This Release is intended to be as broad and inclusive as is permitted by the laws of the Commonwealth of Kentucky, and that if any portion hereof is held invalid, it is agreed that the balance shall continue in full legal force and effect;
12. Circus Mojo will attempt to contact Participant's parent or guardian in case of illness or emergency. In the case of illness or emergency, and when in the judgment of Circus Mojo staff, emergency medical attention is warranted, Participant hereby authorizes the Circus Mojo staff to seek medical attention. If deemed necessary, Participant gives permission to be taken by the paramedics or ambulance to a hospital and for the doctor there to take whatever action is necessary to address the emergency. Participant understands that he/she is responsible for any charges incurred in connection with medical or emergency treatment.

By signing below, Participant acknowledges that he/she has read this Release and Waiver Form and fully understands it. Participant further acknowledges that he/she has been advised of the dangers inherent in and incidental in the Activities, and voluntarily participates in the Activities with full knowledge of these dangers.

(Participant's Signature)

(Print Name)

(Phone Number)

(Date)

If Participant is under 18 years of age:

(Parent/Guardian's Signature)

(Print Name)

(Phone Number)

(Date)

Name: _____

Age: _____

School: _____

Grade: _____

Parent Name/Emergency Contact Number: _____

Email Address: _____