

The Circus Company Inc.

Registration Form & Waiver

Last Name: _____ First Name: _____
Sex: _____ Date of Birth: M____D____Y____ Current Age: _____
Address _____ City _____ Postal Code _____
Phone: home () _____ Email: _____
Alternate Emergency contact: Name _____ Phone() _____
Medical Concerns: (physical, mental, medications or allergies etc)

ADULT WAIVER, WARRANTY AND CONSENT

ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, INDEMNITY AGREEMENT

IN CONSIDERATION of allowing me to participate in the program, related events and activities located at The Circus Company Inc.

I WARRANT TO YOU THAT:

1. I am familiar with the risk of serious injury and death which any participant in this programme must assume, and
2. I believe that I am physically, emotionally and mentally able to participate in this programme, and that my equipment is mechanically fit for my use in this programme, and
3. I understand that all applicable rules for participation must be followed and that at all times the sole responsibility for personal safety remains with me, and
4. I will immediately remove myself from participation, and notify the nearest official, if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that I have experienced any deterioration in my physical, emotional or mental fitness for continued participation in the programme.

I UNDERSTAND AND AGREE, on behalf of myself, my heirs, assigns, personal representatives and next of kin, that my participation in this programme and execution of this document constitutes:

1. an unqualified ASSUMPTION OF ALL RISKS associated with participation in this programme by me even if arising from negligence, or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of the programme organizer and any persons associated therewith or participating therein, and
2. a FULL AND FINAL RELEASE AND WAIVER OF LIABILITY of **The Circus Company Inc.** and all persons associated with it and the programme including, without limiting the generality of the foregoing, its officers, directors, official, agents and/or employees, other participants, sponsors, advertisers, owners and/or lessors of the premises used to conduct the programmer, sanctioning bodies, medical and or rescue personnel (the RELEASEES), of and from with the respect to all injury, disability, death or loss or damage to person or property whether arising from the negligence, or negligent rescue of or by the foregoing or otherwise, and
3. an UNDERSTANDING NOT TO SUE the RELEASEES for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from the participation in this programme by me, and
4. an AGREEMENT TO INDEMNIFY, and to SAVE and HOLD HARMLESS the RELEASEES, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them whether the claim is based on the negligence or the gross negligence of the RELEASEES or otherwise.

Every Participant (Participant's Guardian) Must Read and Understand this Waiver Prior to Participation in Classes, Workshops and Open Gyms.

This Agreement will affect your legal rights. Please read it fully and carefully.

I, the undersigned, recognize that risk of significant injury or potential health risks may be involved in my participation in aerial, acrobatic and fitness classes, private lessons, workshops, open gyms, open training and other activities at **The Circus Company Inc.** ("Activities"). I acknowledge and fully understand that myself and each participant in the Activities will be engaging in activities that involve health risks and the risk of serious personal injury including, but not limited to, permanent disability and death, and severe social and economic losses ("Risks") which may result not only from my own actions, inactions or negligence but the actions, inactions, or negligence of others, the condition of the premises used to conduct the Activities or the condition of any equipment used.

In consideration of being permitted to participate in the Activities, I, for myself, my heirs, executors, administrators, successors, assigns, personal representatives and next of kin **HEREBY RELEASE, WAIVE, AND FOREVER DISCHARGE *The Circus Company Inc.*** and all its respective agents,

employees, volunteers, officials, servants, independent contractors, representatives, coaches, sponsoring agencies, successors, heirs and assigns, and other participants in the Activities , and, if applicable, owners and lessors of premises used to conduct the Activities ("Releasees") OF AND FROM ALL liability, claims, demands, damages, costs and actions whatsoever and however caused arising or to arise in the future by reason of or in connection with my participation in the Activities or any of its associated activities, whether arising from the negligence of the Releasees or otherwise.

In consideration of being permitted to participate in the Activities provided by **The Circus Company Inc.** and their Releasees, I represent that I am in good health and have had no known exposure to COVID-19 and no symptoms of COVID-19 for 14 days prior to attending the facility. I acknowledge that if I suspect, believe, or have any reason to believe, I have had any exposure to COVID-19, I will immediately cease attendance at the facility until I can again warrant that I have had no known exposure for the 14 day period. I further warrant that I will alert the facility if I have been on the premises since my exposure. I have fully read, understood and expressly agree to abide by the safety precautions contained in **The Circus Company Inc.** re: COVID-19 which have been developed as a best practices method to reduce the risk of transmission of COVID-19. I am aware that training during and after the COVID-19 pandemic involves certain inherent risks, dangers and hazards, which can result in conditions including, but not limited to, serious infection, personal injury or death to myself and others. I further acknowledge, understand, appreciate, and agree that my participation may result in possible exposure to and illness from COVID-19, Influenzas, Contagions and/or Infections. I hereby freely agree to assume and accept all known and unknown risks of exposure to COVID-19, Influenzas, Contagions and/or Infections, even arising from the negligence of the Releasees or others and **assume full responsibility for my participation.** I further recognize and acknowledge that the risks inherent in training can be greatly reduced by abiding by **The Circus Company Inc.** Policies and Procedures, **The Circus Company Inc.** Guidelines and Assumption of Risk.

I hereby waive, release, and discharge all claims that I have or may have in the future, and covenant not to sue **The Circus Company Inc.** its administrators, directors, agents, officers, volunteers, employees, contractors, other participants, any sponsors, advertisers, owners, and lessors of the premises on which the activity takes place (each considered one of the "Releasees" herein) from all liability, claims, demands, losses, damages, on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations. I further agree that if, despite this release, waiver of liability, and assumption of risk, I or anyone on my behalf makes a claim against any of the Releasees, I will indemnify, defend, and hold harmless each of the Releasees from any loss, liability, damage, or cost, including attorneys' fees, which any of the aforementioned may incur as a result of such a claim I accept for use as-is the equipment to be used in activities governed by this agreement.

I have read this Agreement and I fully understand its terms. I understand that I am giving up substantial rights, including my right to sue the facility and its staff for injuries resulting from the inherent risks of training during and after the COVID-19 pandemic, and the ordinary negligence of the facility and staff. I further acknowledge that I am signing this agreement freely and voluntarily, without inducement or assurance of any nature, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by the laws of the Province of Ontario, Governing Law, forum, and consent to jurisdiction.

This Agreement, and all claims or causes of action (whether in contract, tort or *statute*) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the Province of Ontario. The undersigned herein irrevocably consents to the jurisdiction of the courts in Ontario, which shall be the sole forum for the resolution of any disputes that arise out of or relate to the parties' relationship.

The parties intend this statement of their agreement to constitute the complete, exclusive, and fully integrated statement of their agreement. This Agreement may not be changed orally, and no modification, amendment or waiver of any provision contained in this Agreement, or any future representation, promise or condition in connection with the subject matter of this Agreement shall be binding upon any party hereto unless made in writing and signed by both parties.

In order to participate in open gyms, private lessons, classes or other events at the facility, the undersigned accepts the entire agreement. No written modification or strike-out of the originally typed agreement shall be effective unless signed by both parties. I agree that if any portion of this agreement is held to be invalid, that portion shall be severable, and the remaining agreement shall continue to have full force and effect. In the event of my death or incapacity, this agreement shall be effective and binding upon my heirs, estate, next of kin, executors, administrators, assigns and representatives.

I freely accept and assume any and all responsibility for all Risks and property damage or loss resulting from my participation in the Activities. I accept these Risks and agree to the terms of this waiver even if any one or all of the Releasees are found to be negligent or in breach of any duty of care or any obligation to me.

I HAVE READ THIS DOCUMENT THOROUGHLY.

I UNDERSTAND THAT THE RELEASEES ARE RELYING UPON MY WARRANTIES, ASSUMPTIONS, WAIVER AND RELEASE, UNDERTAKINGS AND AGREEMENTS WHEN ACCEPTING MY MINOR CHILD'S/WARD'S PARTICIPATION IN THIS PROGRAMME.

I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I GIVE UP SUBSTANTIAL LEGAL RIGHTS I AND/ OR MY MINOR CHILD/WARD WOULD OTHERWISE HAVE.

I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT.

SIGNATURE OF PARTICIPANT

printed name of participant

SIGNATURE OF WITNESS

printed name of witness

DATE