

Please read the following Waiver and complete the form below.  
You MUST be 18 years or older to complete this form. PARENTS—participating or not, legally you must complete this form for your children

## Capital Circus

GENERAL RELEASE, WAIVER AND INDEMNITY AGREEMENT  
BECAUSE PARTICIPATION IN CIRCUS CLASSES AND EVENTS MAY BE  
DANGEROUS, WE REQUIRE ALL PARTICIPANTS TO ASSUME ALL RISK BY  
SIGNING THIS GENERAL RELEASE, WAIVER AND INDEMNITY AGREEMENT

### (THE “RELEASE”)

The undersigned, for himself/herself and his or her personal representatives, assigns, heirs and next of kin or any of them (collectively, the “Releasors”):

1. hereby releases Capital Circus and its shareholders, directors, officers, employees and agents (collectively, the “Releasees”) from all claims, actions, causes of action, contracts, and covenants, whether express or implied, of every nature and kind whatsoever and howsoever arising, whether statutory or otherwise, which the Releasors may have had, may now have, or may hereinafter have in any way relating to the undersigned’s entering into or using the premises and trapeze and circus equipment of Capital Circus (“premises and equipment”) or participating in Capital Circus trapeze and circus classes or events (“classes or events”), including without limitation claims arising from the injury to or death of the Releasors or from damage to any property of the undersigned, and whether caused by the negligence of Releasees or otherwise,
2. hereby waives any right that the Releasors may have to bring a legal action or to assert a claim against the Releasees for negligence or any other cause of action, including breach of contract or breach of any other statutory or other duty of care, including without limitation any duty of care under the Occupier’s Liability Act (Ontario), as amended, and
3. hereby agrees to indemnify and save and hold harmless the Releasees and each of them from any loss, liability, Damage or cost they may incur, (1) due to any action or omission of or by the Releasors on, in or about the premises or equipment of Capital Circus, and/or (2) due to the participation of the Releasors in Capital Circus classes or events whether caused by the negligence of the Releasees or otherwise. The Releasors acknowledge and agree that the foregoing is intended to be as broad and inclusive as is permitted by the law of Ontario and the laws of Canada applicable therein and that if any portion thereof is held to invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. The undersigned represents, warrants and covenants to Capital Circus as follows and acknowledges that the Releasees have relied on them in giving the undersigned permission to enter on and use the premises and equipment of Capital Circus and to participate in Capital Circus classes and events:
  - a. no oral representations, statements or inducements apart from this Release have been made to the undersigned to induce the undersigned to sign this Release,
  - b. the undersigned acknowledges and agrees that:
    - (a) there are risks and dangers inherent in entering upon and using the premises and equipment and in participating the classes and events, which risks and dangers include but are not limited to minor, severe or even fatal injury to the undersigned or others, including but

not limited to, (i) all manner of physical injuries and soft tissue injuries, including without limitation bruises, scrapes, and cuts, as well as serious injuries such as fractures, and spinal and brain injuries, (ii) injuries from the undersigned's falling or from other participants falling on the undersigned, (iii) all manner of head, facial, eye and/or dental injuries, (iv) all manner of injuries resulting from the use, misuse, nonuse or failure of the premises or equipment, including without limitation ropes, ladders, swings, and harnesses. THESE RISKS AND DANGERS CANNOT BE ELIMINATED BY ANY AMOUNT OF CARE, CAUTION, INSTRUCTION, OR EXPERTISE, and (b) the undersigned has and shall voluntarily enter upon and use the remises and equipment and participate in the classes and events knowing the present condition of the premises and equipment and knowing that such condition may become more hazardous and dangerous during the time that the undersigned enters upon and uses the premises and equipment,

4. the undersigned, for himself or herself and each of the Releasors, voluntarily assume all risks of injury or death that may be sustained by the undersigned and each of the Releasors and all risks of any loss or damage to any property of the undersigned and each of the Releasors which may arise in connection with the undersigned's entering into or using the premises and equipment or participating in the classes and events,

5. the undersigned consents to any medical care that might be provided or available to the undersigned while on or using the premises and equipment or participating in the classes or events and agrees to comply with and observe all rules and regulations of Capital Circus from time to time, and

6. Capital Circus reserves the right to take photographic or film records of the undersigned's use of the premises or equipment or participation in the classes or event, and Capital Circus may use any such photographic or film records for promotional and/or commercial purposes, as well as approve such use by third parties with whom Capital Circus may engage in joint marketing, without any remuneration to the undersigned. The undersigned hereby assigns all right, title, and interest which the undersigned may have in or to any and all media in which the undersigned's name or likeness might be used by Capital Circus.

**Read ALL instructions prior to completing this form.**

### **Section 1: Waiver Acceptance**

- Read the waiver and check the box to indicate waiver acceptance

### **Section 2: Adult Information (18 and older)**

#### I. ADULT PARTICIPANT (18 and older)

- Enter your First Name, Last Name and Date of Birth

#### II. CHILD PARTICIPANT (under 18) with PARENT OBSERVER

- PARENTS—Enter your First Name, Last Name, Date of Birth
- Enter your children's information in Section 3

#### III. CHILD PARTICIPANT (under 18) with PARENT PARTICIPANT

- PARENTS—Enter your First Name, Last Name, Date of Birth
- Enter your children's information in Section 3

### **Section 3: Children Information (under 18)**

- PARENTS—Add the names and birthdates of your children in this section
- Children MUST be under the age of 18.

**Section 4: Class Date**

Select the first date of the session

**Section 5: Subscribe**

- Consent YES or NO to receiving electronic messages from the Capital Circus

**Section 6: Signature**

- I. ADULT PARTICIPANT (18 and older)
  - Sign within signature box
- II. CHILD PARTICIPANT (under 18) with PARENT OBSERVER
  - PARENT—sign within signature box
- III. CHILD PARTICIPANT (under 18) with PARENT PARTICIPANT
  - PARENT—sign within signature box

**1. WAIVER ACCEPTANCE\***

I certify that I have read and accepted the terms contained herein.

**2. ADULT 18+ AND PARENT INFORMATION**

The individual listed in this section (participant or observer) **MUST** be 18 years or older and/or the PARENT of the children listed in Section 3.

First Name:

Last Name:

Date of Birth:

Participant or Guardian Email:

Primary Phone:

Postal Code:

Gender:

Emergency Contact Name:

Emergency Contact Phone #:

Relationship:

**3. CHILDREN INFORMATION**

**PARENTS—Add the names and birthdates of your children in this section. Children MUST be under the age of 18.**

Are your children under the age of 18 attending?

YES  NO

**4. CLASS, SESSION DATE START: Select the first date of the session.**

Session Date:

**5. SUBSCRIBE**

I consent to receive electronic messages from the Capital Circus, including information regarding school programs and classes, events, as well as other important updates and notifications.\*

YES  NO

**6. ADULT 18+ AND PARENT SIGNATURE**

The signature box is **ONLY** for the **ADULT** listed in Section 2. No other participant on this form can sign this document. The signee **MUST** be 18+ years and/or the **PARENT** of the children listed in Section 3.

THE UNDERSIGNED HAS READ, UNDERSTOOD AND VOLUNTARILY SIGNED THIS RELEASE.

In witness whereof the undersigned has executed this Release on:

Date: \*

Signature: \*