

**TITO GAONA'S FLYING FANTASY CIRCUS, Inc.**



**PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK**

This instrument is entered into and executed as of the date set forth below in connection with the requested participation by the undersigned or his/her minor child or children identified below (each a "Participating Minor Child") in a clinic providing instruction in the circus arts and flying trapeze (as further described hereinafter, the "Circus Clinic") to be conducted solely by Tito Gaona's Flying Fantasy Circus, Inc., a Florida corporation ("TGFFC") in part on property owned, leased or controlled by the Jewish Community Centers of Greater Boston and Leventhal Sidman Jewish Community Center, Inc., Massachusetts not-for-profit corporations ("JCCGB and LSJCC"). The Circus Clinic shall include, without limitation, the following activities: Standing and Flying Trapeze, Multiple Trapeze, Aerial Ladder, Globe Balancing, Silks, Juggling. **As is evident from this description, participation in the activities comprising the Circus Clinic** exposes its participants to the risk of serious injury or even death, in addition to the usual risk of cuts, bruises, strains and sprains expected from typical athletic activities. In addition, traveling to and from shows, meets and exhibitions also raises the possibility of any manner of transportation accidents and consequent injuries. Despite these risks, the undersigned, for myself, and my Participating Minor Child, desires to participate in the Circus Clinic.

**In consideration of TGFFC agreeing to allow me and my Participating Minor Child to participate in the Circus Clinic, the undersigned, for myself and my Participating Minor Child, hereby agree and acknowledge as follows:**

**1. RISK OF PHYSICAL INJURY, DEATH, ETC** Participation in the Circus Clinic entails both known and unanticipated risks that could result in physical or emotional injury, including without limitation, paralysis or death, to myself, my Participating Minor Child, or to third parties and damage to property. Such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Without a certain degree of risk, circus students would not improve their skills, and the enjoyment of the activity would be diminished.

**2. TGFFC EMPLOYEES NOT INFALLIBLE.** I acknowledge that TGFFC and its employees have a difficult job to perform. They seek to ensure 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.

**3. ASSUMPTION OF RISK.** I agree to accept and assume all of the risks existing and presented by participation in the Circus Clinic, both known and unknown, anticipated and unanticipated. The participation of myself and my Participating Minor Child in the Circus Clinic is purely voluntary, and I elect to participate, for myself and my Participating Minor Child, in spite of the risks.

**4. WAIVER OF CLAIMS AND INDEMNITY.** On behalf of myself, My Participating Minor Child, my spouse, my children, my parents, my heirs, successors, assigns, personal and legal representatives and estate, I hereby voluntarily release, hold harmless, indemnify, defend and discharge TGFFC and its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "TGFFC Parties ") and the JCCGB and LSJCC and its agents, members, officers, directors, volunteers, participants, employees, and all other persons or entities acting in any capacity (hereinafter collectively referred to as "JCCGB and LSJCC Parties") from any and all claims for personal injury or death or damage to property, resulting from, in connection with or related to the participation by myself or my Participating Minor Child in the Circus Clinic, whether such claims arise as a result of the negligent act or omissions of TGFFC or JCCGB and LSJCC, and waive any and all such claims against the TGFFC Parties and the JCCGB and LSJCC Parties.

**5. JCCGB AND LSJCC NOT A PARTNER NOR PROVIDER.** Neither the JCCGB and LSJCC nor any of the JCCGB and LSJCC Parties is a partner or joint venturer with TGFFC or any of the TGFFC Parties in connection with the Circus Clinic. JCCGB and LSJCC have merely provided a license to TGFFC to use property its leases at 333 Nahanton Street, Newton, MA for the conduct by TGFFC of the Circus Clinic. JCCGB and LSJCC have no involvement in, control over, or responsibility for operation of the Circus Clinic.

**6. ATTORNEYS' FEES.** Should JCCGB and LSJCC, TGFFC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify, defend and hold them harmless for all such fees and costs.

**7. INSURANCE.** I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating. In any event, I agree to bear the costs of such injury or damage myself and hereby waive any claims against TGFFC or JCCGB and LSJCC for such injury or damage. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

**8. JURISDICTION.** In the event that I file a lawsuit against JCCGB and LSJCC or TGFFC, I agree to do so solely in the Commonwealth of Massachusetts, and I further agree that the substantive law of Massachusetts shall apply in that 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. I hereby waive, for myself and my participating minor children, the right to a trial by jury in any legal proceeding arising out of, in connection with or related to the Circus Clinic or this agreement.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in Circus Clinic, I may be found by a court of law to have waived my right to maintain a lawsuit against TGFFC or JCCGB and LSJCC on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document and consult with legal counsel I have read and understood it, and I agree to be bound by its terms.

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

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

Address \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Date \_\_\_\_\_

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION**  
**(Must be completed for participants under the age of 18)**

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including without limitation, consideration of \_\_\_\_\_ (print Participating Minor Child's name) ("Minor") being permitted by TGFFC to participate in its Circus Clinic and to use its equipment and facilities, I further agree to indemnify, defend and hold harmless TGFFC from any all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: \_\_\_\_\_

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

Name of Participating Minor Child \_\_\_\_\_

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

Address \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Date: \_\_\_\_\_