



Non-Profit Performing Arts Training & Education for Kids

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of McCoy Rigby Arts, Inc., their related companies, subsidiaries, parent companies, agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "MRA"), I hereby agree to release, indemnify, and discharge MRA, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

- 1. I acknowledge that my participation in dance and circus arts training and instruction and other various disciplines 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 include, among other things: slips and falls; from equipment; rope burns; pinches, scrapes, twists and jolts that could result 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 raises the possibility of any manner of transportation accidents. In any event, if your child is injured, your child may require medical assistance, at your own expense.

- 1. 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.
- 2. I hereby voluntarily release and relinquish any rights or remedies at law, in equity or otherwise and forever discharge, and agree to indemnify and hold harmless MRA from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of MRA's equipment or facilities, **including any such claims which allege negligent acts or omissions of MRA.**
- 3. Should MRA or anyone acting on their behalf or there affiliated companies or parties be required to incur attorney's fees and costs to enforce this agreement, I agree that those fees are recoverable against me.
- 4. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs 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.
- 5. In the event that I file a lawsuit against MRA, I agree to do so solely in the state of California, and further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of the state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this 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 MRA or its related entities and parties on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read thus entire document. I have read and understood it, and agree to be bound by its terms.

Signature of Participant _____ Print Name _____

Address _____

Phone _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by MRA to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless MRA from any and 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 _____

Date _____

The undersigned parent or guardian further warrants and agrees that the above-mentioned minor child will not disaffirm or disavow this consent and permission on the grounds that the participant was a minor on the date of execution or any similar grounds, or endeavor to recovery from MRA or related entities or parties, shareholders, directors, officers or other associate persons, any sums whatsoever from participating in the activities.