

Aerial - Individual User Agreement Form Revised July 2021

I, _____, agree to follow all Circus Center safety rules and procedures pertaining to the use of _____ (specify apparatus). I agree to use only the equipment for which I have been specifically approved below. I understand that the failure to do so may result in the revocation of my training privileges. I understand that I will not be considered an individual user until this form is completed and approved by the Executive Director.

1) Skills Evaluation - To be completed by approved instructor

I authorize the above student for the following selected equipment:

Double Trapeze ☐ Hammock ☐ Rope ☐ Hoop/Lyra ☐ Static Trapeze ☐
Swinging Trapeze ☐ Tissu/Silks ☐ Straps ☐ Safety Lines ☐ Other _____ ☐

Skills Instructor Name (print)

Skills Instructor Signature

Date

2) Rigging Certification - To be completed by Rigging Instructor

The above student has received instruction for the following equipment:

Pulley Point ☐ Cable Point ☐ Swinging Trapeze ☐

☐ The above student may **only** use approved pre-rigged equipment: _____

Rigging Instructor Name (print)

Rigging Instructor Signature

Date

3) Individual User Signature - I have completed the above skills and rigging evaluations, and agree to abide by all Circus Center rules and policies.

Individual User Name (print)

Individual User Signature

Date

Office Use Only

Signatures: STUDENT ☐ SKILL INSTRUCTOR(S) ☐ RIGGING LESSON ☐

FDA: IU Waiver in MBO ☐ Skills Form in MBO ☐ Membership ☐ Confirmation Email ☐

Completed by (FDA Team Member) initials: _____ Date: _____

**CIRCUS CENTER PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK
additional assumptions of risk for INDIVIDUAL USER training without a coach**

This waiver is intended to be in addition to the waiver that all students of Circus Center, Inc. are required to sign before taking any class, workshop or other activity with the company or any of its employees, teachers, and / or assistants.

In consideration of the services of Circus Center, Inc., their agents, owner, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as Circus Center), I hereby agree to release, indemnify, and discharge Circus Center, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I understand that participation in Individual User training means that I will not have an instructor and that I am solely and fully responsible for my own safety and well being during the entire time that I am in Individual User training. I accept that I will not attempt any position, move, trick or other activity that I am not familiar enough with to keep myself safe. I also accept that if I ask for help on a move, position, trick or any other activity from a fellow student, that I am still responsible for my own safety and well being.
2. I fully understand that during Individual User training there will be a company representative with whom I must sign in. However, I understand that this person is in no way responsible for my safety or well being during the class, but that they do retain the right to ask me to cease any activity that they do not deem safe or appropriate, and may ask me to leave the studio if I do not meet their standard of safe activity.
3. I acknowledge that my participation in trapeze / rigging instruction and trampoline activities 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: Circus activities entail certain risks that 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 activities would be diminished. Circus activities expose its participants to the usual risk of cuts and bruises. Other more serious risks exist as well. Participants can fall off equipment, sprain or break wrists and ankles, and can suffer more serious injuries as well. Traveling to and from shows, meets or exhibitions raises the possibility of any manner of transportation accidents. In any event, if you or your child is injured, you or your child may require medical assistance, at your own expense.
4. 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.
5. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Circus Center 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 Circus Center's equipment or facilities, **including any such claims which allege negligent acts or omissions of Circus Center.**
6. Should Circus Center or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless from all such fees and costs.
7. 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/physical condition I may have.
8. In the event that I file a lawsuit against Circus Center, I agree to do so solely in the state of California, and I further agree that the substantive law of California shall apply in that action without regard to the conflict of law rules of that 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 Circus Center on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature _____ Print Name _____ DOB ____/____/____
Address _____ City/State _____ Zip _____
Phone _____ E-mail _____ 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 Circus Center to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Circus Center 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: ____/____/____