



VOLUNTEER AGREEMENT, RELEASE AND ASSUMPTION OF RISK

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

- I acknowledge that my participation in any CAC activities, events, performances or other duties may include known and unanticipated risks that could result in physical or emotional injury or death. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of circus operations.

The risks include, among other things: the hazards of slips and falls; being struck by objects dislodged or dropped from above; the hazards from using safety ropes and equipment; the possibility of being entangled in safety lines; risks involved with interacting in public forum; any unintended effects on my physical condition, and the physical exertion associated with activities I may participate in.

Furthermore, The Circus Arts Conservatory employees have difficult jobs to perform. They seek safety, but they are not infallible and among other things (1) they might be unaware of Volunteer's fitness or abilities, (2) they might misjudge the weather or other environmental conditions, (3) they may give incomplete or inaccurate instructions or warnings, and (4) the facilities may have unknown hazards.

- I expressly agree and promise to accept and assume all risks existing in volunteering for The CAC. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. _____ initial here
- I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless The Circus Arts Conservatory from and against any and all claims, demands, actions, suits, judgments, damages, liability, cost or expense, or causes of action, which are in any way connected with my participation as a Volunteer in any activity at The Circus Arts Conservatory or my use of any The Circus Arts Conservatory equipment or facilities, including but not limited to those alleging negligent acts or omissions.
_____ initial here
- I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in any activity at The CAC, 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. _____ initial here
- Should The Circus Arts Conservatory or anyone acting on their behalf be required to incur reasonable attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- Notwithstanding anything to the contrary herein, in the event that I file a lawsuit against The Circus Arts Conservatory agree to do so solely in the state of Florida, and I further agree that the substantive law of Florida 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 or lost during my participation in any activity, I waive my right to maintain a lawsuit against The Circus Arts Conservatory 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. I agree that a digitally reproduced/scanned version of this waiver is fully valid and representative of the original, signed executed copy.



**THE CIRCUS ARTS
CONSERVATORY**

PERFORMANCE. TRAINING. OUTREACH. LEGACY.

Volunteer Name (PRINT): _____

Volunteer Signature: _____ Date: ____/____/____

(valid for one year from the date signed)

Address: _____

Phone: (____) ____ - ____ Emergency Contact Name: _____

Emergency Contact Phone: (____) ____ - ____ Relationship to participant: _____

Email contact: _____ @ _____

PARENT'S OR LEGAL GUARDIAN'S ADDITIONAL INDEMNIFICATION: ONLY to be completed for participants under the age of 18

This is to certify that I, as the parent or guardian with legal responsibility for the Participant, do consent and agree to his/her release as provided above. I understand that a minor may not be left unaccompanied at a CAC facility unless attending an educational program. In consideration of the Participant being permitted by The Circus Arts Conservatory to participate in its activities and to use its equipment and facilities, I release and agree to indemnify and hold harmless The Circus Arts Conservatory, to the fullest extent permitted by law, from any and all liability, claims which are brought by, or on behalf of Participant, even if such liability arises from the active or passive negligence of The Circus Arts Conservatory.

Minor's Name (Please Print): _____ Minor's Date of Birth: ____/____/____

Minor's Name (Please Print): _____ Minor's Date of Birth: ____/____/____

Minor's Name (Please Print): _____ Minor's Date of Birth: ____/____/____

Parent or Legal Guardian: _____
(PRINT NAME) (SIGNATURE)

Today's Date: ____/____/____ Emergency Contact Name: _____

Emergency Contact Phone: (____) ____ - ____ Relationship to participant: _____

MEDIA RELEASE I UNDERSTAND THAT FROM TIME TO TIME, THE CIRCUS ARTS CONSERVATORY AS WELL AS NEWSPAPERS AND TELEVISION STATIONS, MAY INTERVIEW, PHOTOGRAPH AND VIDEO TAPE OUR PROGRAMS FOR PUBLICATION AND HEREBY GIVE MY EXPRESS BLANKET CONSENT TO SAME.

Volunteer Signature: _____ Date: ____/____/____

Parent/Guardian Signature: _____ Date: ____/____/____