

Risk Acknowledgement and Waiver

THIS IS AN IMPORTANT DOCUMENT, MAKE SURE YOU READ IT FULLY.

In consideration of the services of The Liverpool Flying Trapeze Ltd. (trading as 'Big Bunny Flying Trapeze') and its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Big Bunny Flying Trapeze or BBFT"), I hereby agree to release, indemnify and discharge BBFT on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

- No one will be permitted to use any of BBFT's equipment or partake in any scheduled lessons without first having signed a physical copy of this Waiver and having returned it, prior to the start of any class, to an Instructor or official representative of BBFT.
- In the case of under 18's, this waiver must be completed on the student's behalf by a legal guardian.
- Only one waiver must be completed per student, per calendar year. - All acknowledgement of risk and waiving of liability specified in the form will be deemed as legally binding for the duration of the calendar year.
- I acknowledge that my participation in Flying Trapeze, Aerial Arts, Circus Skills and all other various activities that are taught at BBFT or by BBFT employees at any offsite location (hereinafter referred to as "Circus Activities"), subject the participant to danger, and that this risk cannot be entirely eliminated.
- Every possible effort will be made on behalf of BBFT and its employees to minimise any potential risks and dangers that may occur. Despite this, it is still NOT possible to fully guarantee participant safety, and totally prevent the possibility of injury resulting from participation in any Circus Activities. Minor, major, temporary and permanent injuries are all possibilities that the Participant acknowledges by signing this form, including potential loss of life.
- By signing this form, I, the participant (or legal guardian of the participant(s)), waive all rights to pursue any legal action against BBFT or any of its employees for any injury, minor or major, that may occur during any Circus Activities offered by BBFT.
- By signing this form, I, the participant (or legal guardian of the participant(s)) expressly assume any and all potential risk of injury that may occur as a result of participating in a Circus Activity.
- Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist.
- 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.
- By signing this form I, the participant (or legal guardian of the participant(s)) am stating I have no pre-existing injury that may interfere with, or be exacerbated by, participating in Circus Activities.
- By signing this form I, the participant (or legal guardian of the participant(s)) expressly allow BBFT the use and distribution of any photographs or videos that have been recorded during Circus Activities lead under the supervision of BBFT. I allow my likeness and image in photo, video or via any other media to be used by BBFT for any and all future promotional materials without any claim to any form of compensation, financial or otherwise, in perpetuity.
- I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Big Bunny Flying Trapeze, its employees and directors from any and all claims of death, disability,

personal injury, property damage, theft or demands or causes of action, which are in any way connected with my participation in circus activities or my use of Big Bunny Flying Trapeze's equipment or facilities, including any such claims which allege negligent acts or omissions of Big Bunny Flying Trapeze or failure of its equipment.

- Should Big Bunny Flying Trapeze, or anyone acting on their behalf be required to incur lawyer's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- To reduce the risks, I undertake to comply strictly with all instructions given by the Big Bunny Flying Trapeze staff, at all times and have read the safety rules for the site either online or onsite, and understand that by not following instructions and rules I expose myself to higher risk. I have read this entire document including Page 1. I have read and understood it, and I agree to be bound by its terms.

Participant details

First Name: _____
Last Name: _____
Date of Birth: _____
Phone Number: _____
Email Address: _____

If filling on behalf of a participant who is under the age of 18 years old

In consideration of a "Minor" being permitted by Big Bunny Flying Trapeze to participate in its circus activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Big Bunny Flying Trapeze from any and all claims which are brought by, or on behalf of any Minor, and which are in any way connected with such use or participation by Minor.

If this Risk Acknowledgement and Waiver is signed by me as a parent or guardian on behalf of a participant who is under the age of majority, the terms "I", "me", and "my", wherever used in this Risk Acknowledgement and Waiver, shall be deemed to include to the said minor participant.

Parent/Legal Guardian details:

First Name: _____
Last Name: _____
Phone Number: _____
Email Address: _____

Photo/media release

I hereby authorise BBFT to record my image, likeness and voice, and publish these in promotional material, including without limitation print, presentations, web sites and social media for promotional purposes, without right to receive compensation of any kind.

If you do not want your image to be used, you must inform your instructor before the class begins. By signing this document I agree to allow the use of my image and likeness by BBFT.

Signature: _____

Date: _____