



**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND
INDEMNITY AGREEMENT (“AGREEMENT”)**

In consideration of participating in the Circus Activity (“Activity”), I represent that I understand the nature of this Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I believe any conditions are unsafe, I will immediately discontinue participation in the Activity. I fully understand that this Activity involves risk of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the Activity, the conditions in which the Activity takes place, or the negligence of the “RELEASEES” named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully understand and accept and assume all such risks and all responsibility for losses, cost, and damages I incur as a result of my participation in the Activity.

I hereby release, discharge, and covenant not to sue Lone Star Circus Arts Center, Inc., Lone Star Circus School (LSCS), Lone Star Circus (LSC), Dallas International School, and Inwood Soccer Center, their respective administrators, directors, agents, officers, volunteers, contractors and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the “RELEASEES” herein) from all liability, claims, demands, losses, or damages, on my account caused or alleged to be caused in whole or in part by the negligence of the “Releasees” or otherwise, including negligent rescue operations and further agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, defend, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost, which any may incur as the result of such claim.

I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it voluntarily, freely and without inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this Agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

I agree to fill this form out completely before I participate in any class by/at LSCS. The Parent/Participant also agree LSCS may take photographs/video/audio/film of their child(ren) and/or participant and use the photographs/video/audio/film for promotional and educational purposes, including written documentation, as LSCS/LSC deems fit.

_____ Date: _____
Printed Name of Participant

_____ Date of Birth: _____
Signature of Participant

(Parent or Legal Guardian should sign the name of the participant if the participant is under the age of eighteen (18) years of age).

PARENTAL CONSENT

AND I, the minor’s parent and/or legal guardian, understand the nature of the above referenced activities and the Minor’s experience and capabilities and believe the minor to be qualified in such activity. I hereby release, discharge, covenant not to sue and **AGREE TO INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS** each of the Releasees from all liability, claims, demands, losses or damages on the minor’s account caused or alleged to have been caused in whole or in part by the negligence, acts, omissions or fault of the Releasees or otherwise, *including claims or injuries arising out of Releasees’ own negligence, fault, acts or omissions* and further agree that if, despite this release, I, the minor, or anyone on the minor’s behalf makes a claim against any of the above Releasees, **I WILL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS** each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any Releasee may incur as the result of any such claim.

_____ Date: _____
Printed Name of Parent/or Legal Guardian

Signature of Parent/or Legal Guardian