

Rocky Mountain Flying Trapeze Inc.

ROCKY MOUNTAIN FLYING TRAPEZE INC. GENERAL RELEASE, WAIVER AND INDEMNITY AGREEMENT

BECAUSE PARTICIPATION IN TRAPEZE, TRAMPOLINE, TRAPEZE & TRAMPOLINE CLASSES AND EVENTS MAY BE DANGEROUS, WE REQUIRE ALL PARTICIPANTS TO ASSUME ALL RISK BY SIGNING THIS GENERAL RELEASE, WAIVER AND INDEMNITY AGREEMENT (THE "RELEASE")

The undersigned, for himself/herself and his or her personal representatives, assigns, heirs and next of kin or any of them (collectively, the "Releasers"):

1. hereby releases Rocky Mountain Flying Trapeze Inc. and its shareholders, directors, officers, affiliates, volunteers, participants, employees and agents (collectively, the "Releasees") from all claims, actions, causes of action, contracts, and covenants, whether express or implied, of every nature and kind whatsoever and howsoever arising, whether statutory or otherwise, which the Releasers may have had, may now have, or may hereinafter have in any way relating to the undersigned's entering into or using the premises and trapeze & trampoline equipment of Rocky Mountain Flying Trapeze Inc. ("premises and equipment") or participating in Rocky Mountain Flying Trapeze Inc. trapeze & trampoline classes or events ("classes or events"), including without limitation claims arising from the injury to or death of the Releasers or from damage to any property of the undersigned, and whether caused by the negligence of Releasees or otherwise,

2. hereby waives any right that the Releasers may have to bring a legal action or to assert a claim against the Releasees for negligence or any other cause of action, including breach of contract or breach of any other statutory or other duty of care, including without limitation any duty of care under the Occupier's Liability Act (Alberta), as amended, and

3. hereby agrees to indemnify and save and hold harmless the Releasees and each of them from any loss, liability, Damage or cost they may incur, (1) due to any action or omission of or by the Releasers on, in or about the premises or trapeze & trampoline equipment of Rocky Mountain Flying Trapeze Inc., and/or (2) due to the participation of the Releasers in Rocky Mountain Flying Trapeze Inc. classes or events whether caused by the negligence of the Releasees or otherwise.

The Releasers acknowledge and agree that the foregoing is intended to be as broad and inclusive as is permitted by the law of Alberta and the laws of Canada applicable therein and that if any portion thereof is held to invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The undersigned represents, warrants and covenants to Rocky Mountain Flying Trapeze Inc. as follows and acknowledges that the Releasees have relied on them in giving the undersigned permission to enter on and use the premises and trapeze equipment of Rocky Mountain Flying Trapeze Inc. and to participate in Rocky Mountain Flying Trapeze Inc. classes and events:

1. no oral representations, statements or inducements apart from this Release have been made to the undersigned to induce the undersigned to sign this Release,

2. the undersigned acknowledges and agrees that:

(a) there are risks and dangers inherent in entering upon and using the premises and equipment and in participating the classes and events, which risks and dangers include but are not limited to minor, severe or even fatal injury to the undersigned or others, including but not limited to, (i) all manner of physical injuries and soft tissue injuries, including without limitation bruises, scrapes, and cuts, as well as serious injuries such as fractures, and spinal and brain injuries, (ii) injuries from the undersigned's falling or from other participants falling on the undersigned, (iii) all manner of head, facial, eye and/or dental injuries, (iv) all manner of injuries resulting from the use, misuse, nonuse or failure of the premises or equipment, including without limitation ropes, ladders, swings, and harnesses. THESE RISKS AND DANGERS

Rocky Mountain Flying Trapeze Inc.

CANNOT BE ELIMINATED BY ANY AMOUNT OF CARE, CAUTION, INSTRUCTION, OR EXPERTISE, and

(b) the undersigned has and shall voluntarily enter upon and use the premises and equipment and participate in the classes and events knowing the present condition of the premises and equipment and knowing that such condition may become more hazardous and dangerous during the time that the undersigned enters upon and uses the premises and equipment,

3. the undersigned, for himself or herself and each of the Releasors, voluntarily assume all risks of injury or death that may be sustained by the undersigned and each of the Releasors and all risks of any loss or damage to any property of the undersigned and each of the Releasors which may arise in connection with the undersigned's entering into or using the premises and equipment or participating in the classes and events,

4. the undersigned consents to any medical care that might be provided or available to the undersigned while on or using the premises and equipment or participating in the classes or events and agrees to comply with and observe all rules and regulations of Rocky Mountain Flying Trapeze Inc. from time to time, and

5. Rocky Mountain Flying Trapeze Inc. reserves the right to take photographic or film records of the undersigned's use of the premises or equipment or participation in the classes or event, and Rocky Mountain Flying Trapeze Inc. may use any such photographic or film records for promotional and/or commercial purposes, as well as approve such use by third parties with whom Rocky Mountain Flying Trapeze Inc. may engage in joint marketing, without any remuneration to the undersigned. The undersigned hereby assigns all right, title, and interest which the undersigned may have in or to any and all media in which the undersigned's name or likeness might be used by Rocky Mountain Flying Trapeze Inc..

THE UNDERSIGNED HAS READ, UNDERSTOOD AND VOLUNTARILY SIGNED THIS RELEASE. In witness whereof the undersigned has executed this Release on:

PARTICIPANT INFORMATION

Printed Name:	Date of Birth:	
Signature:	Phone Number:	Date:
Emergency Contact Name:	Emergency Contact Ph. No:	

PARENT/LEGAL GUARDIAN INFORMATION

This section MUST be filled out by the Participant's Parent/Legal Guardian if the Participant is under the age of 18.

Printed Name:	Relationship:	
Signature:	Phone Number:	Date:

EMAIL ADDRESS

We will use email to contact you with any changes to the program and may time to time inform you of any news. You may opt out after completing the program or class.

Email Address:	Witness:
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