

F L I G H T AcroDance Convention Participant WAIVER and RELEASE
Acceptance of Risk / Waiver and Release of Liability / Appearance Agreement
This form must be filled-out by each participant and each participant's parent
or legal guardian if participant is under 18 years of age.

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK in consideration of the services of F L I G H T AcroDance Conventions, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf. I hereby agree to release, indemnify, and discharge F L I G H T AcroDance Conventions, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in acrobatics, contortion, dance, aerial arts, trapeze, hand balancing, partnering and other various disciplines 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: slips and falls; falling from equipment; rope burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards; strains, cuts, bruises, muscle soreness, tears and fractures; musculoskeletal injuries including head, neck, and back; injuries to internal organs; the negligence of other people; the negligence of other participants, or other persons who may be present; my own physical condition; and the risk of emotional and psychological injuries or physical damage associated with this activity. Traveling to and from shows and exhibitions can raise the possibility of any manner of transportation accidents. In any event, if you or your child is injured, any medical assistance at your own expense. Furthermore, F L I G H T AcroDance Conventions employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.
 2. 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.
 3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless F L I G H T AcroDance Conventions 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 F L I G H T AcroDance Conventions equipment or facilities, including any such claims which allege negligent acts or omissions of F L I G H T AcroDance Conventions.
 4. Should F L I G H T AcroDance Conventions 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 for all such fees and costs.
 5. 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.
 6. In the event that I file a lawsuit against F L I G H T AcroDance Conventions, I agree to do so solely in the state of Michigan, and I further agree that the substantive law of that state 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 F L I G H T AcroDance Conventions 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.

Participant's Name _____ Name(s) of Parent(s) / Legal Guardian _____

Participant's Birthdate: _____ Event Date: _____

Participant's Address: _____ City _____ State: _____ Zip: _____

Email _____ Phone Number _____

Signature of Participant _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18): I represent and warrant that I am the parent or legal guardian of the minor whose name appears above. I have read the foregoing Waiver and am satisfied that the Waiver is fair and equitable, and I hereby give my express consent to its execution by my child/ward and will not revoke my consent at any time.

Parent or Legal Guardian signature: _____ Date: _____