

PARTICIPANT WAIVER FORM

TO: VANCOUVER CIRCUS SCHOOL INC. ("VCS") and all related or associated companies, and their respective owners, directors, officers, shareholders, employees, instructors, volunteers, assistants, agents, representatives, contractors, subcontractors, sponsors, successors, assigns, and its landlords River Market Inc. and River Market Westminster Quay Inc. (collectively, the "Agents")

RE: Use of premises, equipment, rigging, and instruction supplied by VCS on the premises of River Market: #212 – 810 Quayside Drive, New Westminster BC, V3M 6B9, and Oros Whistler Gymnastics Centre, 1090 Legacy Way, Whistler BC V0N 1B2 and Maple Ridge Pitt Meadows Arts Council at 11944 Haney Place, Maple Ridge, BC V2X 6G1 (collectively, the "Facilities")

FROM:

PARTICIPANT (PRINT FULL NAME)

PARENT/GUARDIAN IF UNDER 19 YEARS OF AGE
(PRINT FULL NAME)

DEFINITION

In this Acknowledgment and Authorization Form the term "Circus Activities" refers to all VCS activities, and shall include, but is not limited to: the use of the Facilities including use of rigging and other equipment relating to courses offered by VCS, parking and related facilities; orientation and instructional courses and sessions; and other such activities, events and services in any way connected with or related to the Circus Activities.

ACKNOWLEDGMENT OF RISKS

In consideration of _____ (participant's full name) being permitted to participate in the Circus Activities, I acknowledge that I am aware of the risks associated with or related to participation in the Circus Activities, including the risk of severe or fatal injury to the participant named above or others, which risks include but are not limited to: slipping and falling, equipment failure, collision with other participants, over-exertion, and the specific injuries that may occur as a result of those risks, such as: minor injuries such as sprains, cuts, bruises, fractures and other broken bones to major injuries including head injuries including concussions, spinal injuries, damage to organs and other serious bodily injuries including death.

RELEASE AND WAIVER BY PARTICIPANT OVER THE AGE OF 19

In consideration of VCS allowing me to use the Facilities, equipment, rigging at instruction provided by VCS and any activity associated therewith **I AGREE TO WAIVE ANY AND ALL CLAIMS** that I have or may have in the future against VCS or its Agents and **HEREBY RELEASE AND FOREVER DISCHARGE** VCS and the Agents from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer resulting from or in relation to my participation in the Circus Activities due to any cause whatsoever including negligence, breach of contract, breach of any statutory or other duty of care or any other act or failure to act on the part of VCS or its Agents.

I also agree not make any claim or demand or commence any action or proceeding for damages, compensation, loss or any relief against VCS or its Agents, in respect of any of the matters waived or released herein or against any other person who might claim contribution or indemnity VCS or its Agents.

I acknowledge that I have read this Participant Waiver Form and that I have executed it voluntarily, and that this Participant Waiver Form is to be binding upon myself, my heirs, executors, administrators and assigns.

I represent that I am the full age of nineteen years and have read this Participant Waiver Form and understand it.

AUTHORIZATION FOR MINORS

I understand that by signing below I consent to _____ (participant's full name) participation in the Circus Activities. I understand the inherent risks associated with participation in the Circus Activities, including but not limited to: the risk of severe or fatal injury to the participant named above or others, which risks include but are not limited to: slipping and falling, equipment failure, collision with other participants, over-exertion, and the specific injuries that may occur as a result of those risks, such as: minor injuries such as sprains, cuts, bruises, fractures and other broken bones to major injuries including head injuries including concussions, spinal injuries, damage to organs and other serious bodily injuries including death. Despite the risks and hazards associated with the Circus Activities, I wish to proceed and freely consent to and authorize the participation of the above named participant in the Circus Activities which could result in personal injury, loss of life, and other damage.

Participant Signature
Parent/Guardian Signature if Under 19 Years of Age

Date