

**STUDENT AND PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK**

In consideration of the services of Trapeze School World Corp., TSNY Beantown L.L.C., Jordan’s Furniture Inc., the Trustees of the Walker Brook Crossing Condominium Trust and any other unit owner within the Condominium, their agents or employees, owners, officers, volunteers, participants, and all other persons or entities acting in any capacity by, through, under or on their behalf (hereinafter collectively referred to as "TSNY"), **I hereby agree to release, indemnify, and discharge TSNY, 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 instruction and training, individual and group initiatives, problem solving exercises, personal growth and development exercises utilizing flying trapeze, static trapeze, silks and vertical rope entails known and unanticipated risks that could result in physical or emotional injury or death. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** the hazards of slips and falls; being struck by objects dislodged or dropped from above; the hazards from using safety ropes and equipment; the risks of falling off the trapeze; the risks of landing improperly in a safety net; the risks of being entangled in safety lines; my own physical condition, and the physical exertion associated with this activity.

Furthermore, TSNY employees have difficult jobs to perform. They seek safety, but they are not infallible and among other things (1) they might be unaware of a participant's fitness or abilities, (2) they might misjudge environmental conditions, (3) they may give incomplete or inaccurate instructions or warnings, and (4) the equipment being used might malfunction.  (INITIAL)

- 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.  (INITIAL)
- 3. **I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless TSNY 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 TSNY's equipment or facilities, including any such claims which allege negligent acts or omissions of TSNY.**  (INITIAL)
- 4. 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.  (INITIAL)
- 5. Should TSNY or anyone acting on their behalf, be required to incur reasonable attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.  (INITIAL)
- 6. Notwithstanding anything to the contrary herein, in the event that I file a lawsuit against TSNY, I agree to do so solely in the state of Massachusetts, and I further agree that the substantive law of Massachusetts 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.  (INITIAL)

**By signing this document, I acknowledge that if anyone is hurt, or property is damaged or lost during my participation in this activity, I waive my right to maintain a lawsuit against TSNY on the basis of any claim from which I have released them herein.**  (INITIAL)

**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. I agree that a digitally reproduced/scanned version of this waiver is fully valid and representative of the original, signed executed copy.**

Participant \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
(PRINT NAME) (SIGNATURE) MM / DD / YY

Address \_\_\_\_\_ Phone \_\_\_\_\_

**PARENT'S OR LEGAL GUARDIAN'S ADDITIONAL INDEMNIFICATION: Must be completed for participants under the age of 18**

In consideration of \_\_\_\_\_ (PRINT MINOR'S NAME) ("Minor") being permitted by TSNY to participate in its activities and to use its equipment and facilities, I further, agree to indemnify and hold harmless TSNY from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor. Minor’s Birth Date \_\_\_\_\_

Parent or Legal Guardian \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
(PRINT NAME) (SIGNATURE) MM / DD / YY

**PARENT OR LEGAL GUARDIAN MUST ALSO INITIAL THE SEVEN BOXES INDICATED ABOVE.**