



# WAIVER AND RELEASE OF LIABILITY



For and in consideration of participation with Austin Circus Arts, LLC (also known as "Sky Candy"),

I, \_\_\_\_\_, hereby recognize that any activity is provided for the sole benefit of its participants. That participation is voluntary and the participant and/or legal guardian expressly assume all risk of death of, or personal injury to the participant, all loss of property, and any other loss of every nature. I do hereby waive, release and forever discharge the aerial arts collective, Austin Circus Arts, LLC and its event location known as 507 Calles Street, 3423 Holdings, Peter Barlin, and all related employees, representatives, executors, volunteers, and all others involved from any and all responsibilities of liability for injuries or other harm or damages resulting from my participation in or arising from my participation in any activities and/or presence on the property. I do also hereby release all of those mentioned and any others acting on their behalf from any responsibility or liability, including those caused by any negligent act or omission or in any way arising out of or connected with my participation and/or presence on said property.

The participant and/or legal guardian recognize that aerial arts may involve certain risks that cannot be eliminated. This includes regular exposure to bruises, burns and overall discomfort. Also, there are more serious risks, including sprains, strains, fractures, broken bones and equipment malfunction. Austin Circus Arts, LLC members and teachers hold first the safety and wellbeing of all participants; however, they may be unaware of a participant's fitness or abilities, misjudge weather or environmental conditions, or give incomplete warnings or instructions. **I acknowledge that I have read through the Studio Safety Guidelines and am aware of the necessary safety measures for which I am personally responsible.**

For the same consideration and without conflict with the express assumption of risks, the participants and/or legal guardians hereby release and discharge Austin Circus Arts, LLC, and all related employees, representatives, executors, volunteers, jointly and severally from any and all actions, causes of action, claims, demands, damages, costs and expenses of account of, or in any way growing our of any and all personal injuries or death, property damage of any kind or degree while the participant is en route to or from, or participating in Austin Circus Arts, LLC productions, classes, open studios, workshops, functions, or any activities of any nature.

The undersigned participant hereby swears to abstain from influence, use, or purchase alcohol or drugs during Austin Circus Arts, LLC classes, open studios, rehearsals, or productions, and is furthermore expected to report to the organization any suspicious or dangerous activity that could result in death or personal injury to participants or property.

Finally, the undersigned participant further promises to bind himself, his heirs, administrators and executors to indemnify and forever hold harmless Austin Circus Arts, LLC, 507 Calles Street, 3423 Holdings, Peter Barlin, and all related employees, representatives, executors, volunteers, against loss, damage or expense from any and all claims, demands, actions or causes of action that may at the time be made or brought against any of all said parties because of accident or occurrences while said participant is en route to or from, or participating in Austin Circus Arts, LLC productions, classes, open studios, workshops, functions, or any activities of any nature.

Legal Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_  
(If the participant is under 18, both legal guardian and participant must sign this release.)

Participant Signature \_\_\_\_\_ Date \_\_\_\_\_

Participant Address \_\_\_\_\_

City/State \_\_\_\_\_ Zip Code \_\_\_\_\_

Date of Birth \_\_\_\_\_

Email Address \_\_\_\_\_

Phone Number \_\_\_\_\_

EMERGENCY CONTACT NAME & PHONE NUMBER \_\_\_\_\_