

Participant's Agreement, Release, and Assumption of Risk for Activities Provided by International Transition Services, LLC and Hayground School

Name(s): _____ Name of Legal Guardian: _____
(Print participant(s) name clearly) (If participant is under 18 years of age)

Address: _____ City: _____ State: _____ Zip Code: _____
(Provide correct route, St., apt. #, etc...)

Telephone: (____) _____ Email: _____

Because participation in activities by International Transition Services, LLC and Hayground School may be dangerous, we require all participants to assume all risk and liability for any injuries or other damage that they may cause or incur during their participation. Flying Trapeze, circus stunts, and associated activities, entails certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity.

I, _____, being 18 years of age (or being the Legal Guardian of the above-named person under 18 years of age), hereby acknowledges that I have engaged the services of **International Transition Services, LLC and Hayground school** for training, practice and/or participation in flying trapeze, circus stunts, and associated activities (hereinafter referred to as the "above-referenced activities"). I understand that the above-referenced activities involve known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties, including injury or damage from natural and artificial conditions of premises, from fatigue and negligence of myself and other participants, and from failure of equipment, among other things. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity, which no amount of care, caution, instruction, or expertise can eliminate, and I willingly assume such risk.

In consideration for the services of **International Transition Services, LLC and Hayground School** I agree and covenant to indemnify and hold harmless **International Transition Services, LLC and Hayground School**, and all other persons, property owners, or entities, as well as their agents and independent contractors, on behalf of myself, my heirs and assigns, for any injuries or other damages that I might sustain arising from the above-referenced activities, including those caused by negligent acts or omissions by employees, Independent Contractors, or agents of **International Transition Services, LLC and Hayground School**, by the makers, sellers, or providers of the equipment utilized in the above-referenced activities, or by others participating in the above-referenced activities. I further agree and covenant that I have sufficient personal health, accident and liability insurance to cover all injuries or property damage that I could sustain or cause during the above-referenced activities, and that I will look only to my insurance for a source of compensation should I incur or cause any injury.

I hereby release and discharge **International Transition Services, LLC and Hayground School**, its agents and employees, and all other entities or persons from any and all liability which may arise from any claim brought by me, my heirs and assigns relating to injuries or other damages that I might suffer arising from the above-referenced activities. I agree and covenant to indemnify and hold harmless **International Transition Services, LLC and Hayground School** from all its costs, including attorney fees, of defending any claim brought by or against me, my heirs and assigns, relating to any injury or other damage that I might suffer or cause during the above-referenced activities. I agree that any dispute under this agreement will be brought to Clark County and governed by the laws of Nevada.

I certify that, other than as set forth in the space below, I have no physical or mental conditions, and I am taking no medication:

It is my intention that if any portion of this agreement is found to be void and unenforceable, the remaining portions shall remain in full force and effect. I understand that this written agreement is the entire agreement between myself and **International Transition Services, LLC and Hayground School**, its agents and employees, and that modifications or changes to this written agreement or representations beyond this written agreement, must be in writing and signed by a representative of **International Transition Services, LLC and Hayground School** and the participant in order to be effective.

My signature below attests that I speak and understand written and spoken English language, that I have had sufficient opportunity to read this entire agreement, that understand this entire agreement, and I agree to be bound by the terms of this agreement.

Participant (or legal guardian): _____ Date: _____