

# 2010 Smirkus Camp – Release & Indemnification Form

Participants' Name \_\_\_\_\_ Session(s) \_\_\_\_\_

## PLEASE READ BOTH SIDES CAREFULLY BEFORE SIGNING.

PARENT OR GUARDIAN of participant \_\_\_\_\_, hereby warrants that the participant is in good health and capable of the physical demands of training and performing as part of a Circus Smirkus program.

PARENT OR GUARDIAN realizes and is fully aware that circus training and performance can entail known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to self, property or to third parties. PARENT OR GUARDIAN understands that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Without a certain degree of risk, circus students would not improve their skills, and the enjoyment of the activities would be diminished. The risks include, but are not limited to, cuts, bruises, burns, sprains and/or broken bones. Other more serious risks do exist. PARENT OR GUARDIAN hereby agrees on behalf of the participant that PARENT OR GUARDIAN and the participant assume all risk of injury or loss resulting from participation in any Circus Smirkus program.

PARENT OR GUARDIAN does hereby on behalf of him/herself and his/her CHILD/WARD, and their heirs, administrators, executors, and assigns, agree to release, hold harmless, and forever discharge THE CIRCUS BARN, INC, d/b/a "Circus Smirkus" (hereinafter "The Circus Barn, Inc."), its officers, trustees, agents and employees, and any sponsors of performances and any other persons connected with said program and their heirs, legal representatives or assigns of and from any and all claims, demands, liability, right or causes of action of whatsoever kind of nature including, but not limited to, claims for negligence which PARENT OR GUARDIAN OR CHILD/WARD may have, arising from or in any way connected with any injuries, losses, damages, disability, suffering, property damage or loss, or results thereof, which may be sustained by the participant as a result of her/his involvement in any Circus Smirkus program.

PARENT OR GUARDIAN on behalf of her/himself and her/his CHILD/WARD agrees further, that in the event any suit is brought by or on behalf of PARENT OR GUARDIAN or CHILD/WARD to recover damages for any claim covered by this release, he/she will indemnify THE CIRCUS BARN, INC., its officers, agents, trustees and employees and their heirs, legal representatives and assigns for all losses or costs associated with any such lawsuit including, but not limited to, any damages awarded and reasonable attorneys' fees and costs incurred.

I, as PARENT OR GUARDIAN of a participant in a Circus Smirkus program, confirm that the participant is insured as set forth in the Medical release form and understand that the above paragraphs constitute a covenant and a promise on my part to fully discharge the above parties from any and all liability for the injuries or the loss resulting from the participant's involvement in any program of THE CIRCUS BARN, INC. If there exists no insurance, or if such insurance proves to be inadequate to cover such injuries or loss, then I acknowledge that I am personally liable to pay when due any and all bills and other obligations directly or indirectly incurred in connection with such injuries or loss and to reimburse THE CIRCUS BARN, INC. for any expenses or obligations it has incurred as a result thereof, immediately upon demand or notice by THE CIRCUS BARN, INC. of such expenses or obligations.

**I understand that this is a binding contract and that my signature is required in order for my CHILD/WARD to participate in any Circus Smirkus program.**

Name of Participant \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_

**PARENT/GUARDIAN, PLEASE FILL IN THE NAME OF PARTICIPANT AND ADD YOUR SIGNATURE AND DATE AFTER EACH OF THE FOLLOWING RELEASE STATEMENTS.**

I hereby give permission for \_\_\_\_\_ to travel in vehicles operated by Circus Smirkus staff on local field trips in connection with the Circus Smirkus program.

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

I hereby give permission for \_\_\_\_\_ to take part in supervised swimming as part of the Circus Smirkus program.

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

I hereby give permission for \_\_\_\_\_ to be video taped, photographed, interviewed, or otherwise recorded while participating in any activity during his/her time with THE CIRCUS BARN, INC. I agree that THE CIRCUS BARN, INC. shall have exclusive rights to use and to authorize others to use the material resulting from such videotaping, photographs, interviews, or other recordings in any way it wishes, including, but not limited to advertising, films, books, television productions, and brochures, in any print and/or electronic media.

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

IN THE EVENT OF AN EMERGENCY ONLY WHEN PARENT OR GUARDIAN CANNOT BE REACHED, I hereby give permission to the medical personnel selected by THE CIRCUS BARN, INC. to order x-rays, routine tests, and treatment for \_\_\_\_\_, and in the event I cannot be reached in an emergency, I hereby give permission to the physician selected by THE CIRCUS BARN, INC. staff to hospitalize, secure proper treatment for, and order injection and/or anesthesia and/or surgery for participant as named above. This form may be photocopied for use away from the training facility.

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

**RELEASE AND INDEMNIFICATION FOR LYNDON INSTITUTE**

As PARENT OR GUARDIAN of \_\_\_\_\_, who is a participant in the Circus Smirkus camp, training and performances:

I understand that LYNDON INSTITUTE is not affiliated in any manner with THE CIRCUS BARN, INC. other than as the lessor of the Lyndon Institute campus facilities to Circus Smirkus for use by Circus Smirkus as a training camp and for related residence, performances, and connected activities by its participants, staff, volunteers and families.

I understand that the Lyndon Institute campus, which includes, but is not limited to, the dining hall, dormitories, roads, trails, and fields, and the use of its facilities and equipment has inherent risks.

As PARENT OR GUARDIAN of CHILD/WARD, on my behalf and on behalf of CHILD/WARD, I agree to release, hold harmless, and indemnify Lyndon Institute, its trustees, faculty, staff, family members of employees, vendors, students, volunteers or insurers, or their heirs or representatives for any and all claims of any nature whatsoever, including, but not limited to, those related to and arising from personal injuries, illnesses, or fatality that my CHILD/WARD may suffer or incur while he/she is on the Lyndon Institute campus or while using Lyndon Institute facilities and equipment.

I agree not to hold Lyndon Institute responsible for loss of or damage to any possessions CHILD/WARD has brought to the Circus Smirkus camp and the Lyndon Institute campus.

I hereby agree to indemnify Lyndon Institute against any claims of any third parties (including, but not exclusively, members of the CHILD/WARD'S family and other camp participants) for damages or losses incurred by them as a result of CHILD/WARD'S participation in the Circus Smirkus camp or presence on the Lyndon Institute campus.

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