**Bfc FCiiflCSS FlVCrS** ANNUAL PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK From: TODAY To: Dec 31, 2017

ACADEMY FFA ARTS LLC,

*Liability Release and Indemnification: Prior to participation, Ibis firm Ml 1ST be signed by at least one of the participant's parents/ legal guardians ifparticipanl(s) is not yet IS years old*

*("Minor"). Participant's signature is requited if 1S years of age or older.*

Name of Participant (Print Clearly): Date of Birth:

Name of Participant (Print Clearly): Date of Birth:

In consideration of the services of Fearless Flyers Academy, FFA Arts LLC, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "FFA"), I hereby agree to release, indemnify, and discharge FFA, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, persona! representative and estate as follows:

[1] ACKNOWLEDGEMENT AND ASSUMPTION OF RISK. I acknowledge that my participation in manipulation skills, cquilibristic skills, drama skills, and aerial arts training and instruction activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: slips and falls; falling from equipment; rope burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards; strains, cuts, bruises, muscle soreness and fractures; musculoskeletal injuries including head, neck, and back; injuries to internal organs; the negligence of other people; my own physical condition; and the risk of emotional and psychological injuries or physical damage associated with this activity. Traveling to and from shows, meets and exhibitions raises the possibility ot any manner of transportation accidents. In any event, if you or your child is injured, medical assistance may be required at your own expense.

Furthermore. FFA. employees have difficult jobs to perform. They seek safety, but they arc not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

A. 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.

B. 1 hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless FFA 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 F'FA's equipment or facilities, including any such claims which allege  
negligent acts or omissions of FFA.

C. Should FFA or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold  
them harmless for all such fees and costs.

D. 1 certify that 1 have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else 1 agree to bear the costs of such  
injury or damage myse.f. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

E. In the event that I file a lawsuit against FFA, I agree to do so solely in the state of Connecticut, and I further agree that the substantive law of that state  
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.

[2] REPRESENTATION OF ABILITY TO PARTICIPATE. I understand the nature of the Activity, and I represent that the participant is qualified, in good health, and in proper physical condition to participate in the Activity. Should I ever believe that any of the above representations have become untrue, or if 1 should ever believe that the Activity is not safe or is no longer safe for the participant(s), then it will be my full responsibility immediately to discontinue the student and persons from participating in the Activity.

[3] IMAGE RELEASE. I grant to FEARLESS FLYERS ACADEMY, its representatives and employees the right to lake photographs and/or videos of the participant in connection with participation in the Activity. I authorize FEARLESS FLYERS ACADEMY to copyright, use and publish the images in print and/or electronically. 1 agree that FEARLESS FLYERS ACADEMY may use such images of the participant with or without the participants1 name and for any lawful purpose, including, for example, such purposes as publicity, illustration, advertising, and Web content.

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED DURING MY PARTICIPATION IN THIS ACTIVITY, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A I-AWSUIT AGAINST FFA ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED THEM HEREIN.

*1 have bad sufficient opportunity to read this entire document. 1 have read and understood it, and 1 agree to he hound by its terms.*

P

ticipant Signature (18 years and older)

Full At

mail

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

In consideration of the above named participants) ("minor") being permitted by FFA to participate in its activities and to use its equipment and facilities, I further agree-to indemnify and hold harmless FFA from any and all claims which arc brought by, or on behalf of Minor, and which are in any way connected with such use or parucipauon by Minor

Parent or Guardian Sign;.;' *:"r.>\'*

Page lof **1**