

Bindlestiff Family Variety Arts, Inc.  
Bindlestiff Family Cirkus  
Stephanie H Monseu  
Keith Nelson  
"Arts of the Cirkus: Explore the Magic of the Big Top"  
Workshop at Arts Week, Omega Institute, July 7-12, 2013

WAIVER, ASSUMPTION OF RISK, RELEASE, INDEMNIFICATION AND COVENANT  
NOT TO SUE

I (print name: \_\_\_\_\_), the undersigned, for myself, my heirs, executors, administrators and assignees ("Releasor"), acknowledge, appreciate and agree that:

I understand and am aware that circus related and recreational exercise activities, in general, including riding a unicycle, walking on stilts, conditioning exercises, juggling, rolla bolla, rolling globe walking, slapstick comedy (i.e. pratfalls) and related activities, including use of Releasee equipment or facilities ("Activity") and transportation to and from Activity, are HAZARDOUS ACTIVITIES involving INHERENT AND OTHER RISKS of injury to any and all parts of the body and death. I understand that the activities in the Arts of the Cirkus workshop being offered during Arts Week at Omega Institute, Rhinebeck NY on July 7 - 12, 2013 include: juggling and prop manipulation with various specialized circus props and everyday objects; balancing my body upon specialized circus equipment (i.e. stilts, rolla bolla, rolling globe, unicycle), moderate to strenuous exercises for the purpose of strengthening, stretching, and conditioning muscles for circus skill-building; partner and solo acrobatics and acro-balancing; physical comedy activities such as practicing techniques of tripping and falling.

I understand and accept that the specialized equipment is shared among participants, and that I understand what stilts are, what a rolla-bolla is, what a unicycle is, what a rolling globe is, as used in circus performance. I further understand that injuries in the Activity are a COMMON AND ORDINARY OCCURRENCE, and I have made a voluntary choice to ACCEPT AND ASSUME ALL RISKS OF INJURY OR DEATH that might be associated with or result from the Activity.

To the fullest extent allowed by law, I agree to RELEASE FROM LIABILITY and to INDEMNIFY AND HOLD HARMLESS Stephanie H. Monseu, Keith Nelson, The Bindelstiff Family Cirkus, Bindlestiff Family Variety Arts, Inc. and all other sponsoring agencies, governmental entities, businesses and organizations, and their respective agents, boards, trustees, directors, officers, subsidiaries, affiliates, parent companies, commissions and any other involved municipalities, and employees and representatives of the foregoing (individually and collectively, "Releasee"), from any and all liability on the account of, or in any way resulting from, personal injuries, death, property damage, even if caused by NEGLIGENCE, in any way connected with the Activity.

I further AGREE NOT TO MAKE A CLAIM OR SUE FOR INJURIES OR DAMAGES RELATING TO THE ACTIVITY, even if caused by NEGLIGENCE. I understand and agree

this Agreement is intended to be as broad and as inclusive as is permitted by the applicable law, and if any portion is held invalid, the balance shall continue in full force and effect. I agree that no oral representations, statements or inducements apart from this Agreement have been made.

I authorize Releasee to call for medical or dental care for me, in Releasee's sole discretion and I agree to pay all expenses and costs associated with such care and related transportation. If I refuse medical treatment, I assume all risks associated therewith. I understand and agree that medical or other services rendered to me by or at the insistence of any Releasee is not an admission of liability to provide or to continue to provide any such services, and is not a waiver by any Releasee of any right hereunder.

I ATTEST THAT I HAVE THE OBLIGATION TO INSPECT THE EQUIPMENT THAT I WILL USE IN THIS EVENT AND THAT ONLY AFTER HAVING DONE SO, AND FINDING IT TO BE IN GOOD MECHANICAL CONDITION, WILL USE IT AS INSTRUCTED, WITH ADVISED SUPERVISION. I also attest that I am in proper physical capacity to safely operate Equipment and safely participate in Activity. I AGREE TO ABIDE BY THE RULES AND INSTRUCTION OF THE WORKSHOP AS ESTABLISHED BY THE PROMOTING ORGANIZATIONS AND TO OBEY THE DIRECTIONS OF THE PROFESSIONAL INSTRUCTORS. Any claims or disputes arising from my participation in this program shall be venued in the Kings County Supreme Court of the State of New York. I have read and understand everything written above, have had my questions answered and I voluntarily agree with this agreement.

Signature: \_\_\_\_\_ Age: \_\_\_\_\_

Date: \_\_\_\_\_

Printed

name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

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

**FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE  
(UNDER AGE 18 AT TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

x \_\_\_\_\_ Date \_\_\_\_\_

PARENT/GUARDIAN'S SIGNATURE

(print name) \_\_\_\_\_