

ATLANTIC CIRQUE LTD GENERAL RELEASE

BECAUSE PARTICIPATION IN CIRCUS ARTS CLASSES MAY BE DANGEROUS, WE REQUIRE ALL PARTICIPANTS TO ASSUME ALL RISK BY SIGNING THIS GENERAL RELEASE

The Undersigned, for himself/herself/themselves and personal representatives, assigns, heirs and next of kin or any of them:

1. Hereby Releases, Waives, Discharges and Covenants Not to Sue Atlantic Cirque Ltd. and each of its officers, employees, subcontractors and agents all for purposes herein referred to as Releasees, from liability to the Undersigned, his/her/theirs personal representatives, assigns, heirs and next of kin for all loss or damage and any claim or demands therefore, on account of injury to the person or property or resulting in death of the Undersigned, whether caused by the negligence of Releasees or otherwise while the Undersigned is upon the premises of the Atlantic Cirque Ltd. and/or a participant in Atlantic Cirque Ltd. classes; and,
2. Hereby Agrees To Indemnify And Save And Hold Harmless the Releasees and each of them from any loss, liability, Damage or cost they may incur (1) due to the presence of any action of the Undersigned in or about the Atlantic Cirque LTD and/or (2) due to the participation in Atlantic Cirque LTD classes whether caused by the negligence of the Releasees or otherwise.

The Undersigned expressly agrees that the foregoing Release, Waiver and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of Nova Scotia and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The Undersigned warrants the following statements are true and correct and understands that the Releasees have relied on them in entering into the foregoing Release, Waiver and Indemnity Agreement and in giving the Undersigned permission to enter the premises of Atlantic Cirque Ltd. and to participate in Atlantic Cirque's programs:

1. No oral representatives, statements or inducements apart from this written agreement have been made.
2. The Undersigned individually is fully aware of the risks and hazards inherent in entering upon the premises of Atlantic Cirque Ltd. or in participating in any events or classes held in or upon the premises of Atlantic Cirque Ltd. and hereby elects voluntarily to enter upon said premises, knowing the present condition and knowing that said condition may become more hazardous and dangerous during the time that the Undersigned or either of them are upon said premises. The Undersigned is fully aware that trapeze and circus stunts and all activities associated with participation in Atlantic Cirque Ltd. classes is a calculated risk activity and contains inherent risks and dangers, that no amount of care, caution, instruction, or expertise can eliminate. The participant knows and understands the scope, nature, and extent of the risks involved in the activities contemplated by this agreement. The Undersigned individually hereby voluntarily assumes all risks of loss, damage or injury that may be sustained by them, or any of them, any damage to any property of the Undersigned, or any of them while in or upon the premises of Atlantic Cirque Ltd. or a participant in Atlantic Cirque Ltd. classes.
3. While we use our best efforts to keep you and/or your child safe from the COVID-19 virus, we want to make clear that we cannot promise or guarantee that this or any other pathogen will not enter Atlantic Cirque, and that by the very nature of the personal interaction that takes place in our space, there is always a risk of you and/or your child becoming ill with this or any other communicable disease. We want you to be fully aware of this risk in making the decision to attend and/or send your child to Atlantic Cirque and that you are willing to assume and accept it on you & your child's behalf.
4. That he/she/they gives consent to whatever medical care might be provided or available on the premises and Further agrees to conform and comply with all the rules and regulations of Atlantic Cirque LTD.
5. **HE/SHE/THEY HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF ALL LIABILITY AND INDEMNITY AGREEMENT.**

PLEASE FILL OUT ALL OF THE FOLLOWING INFORMATION:

DATE: _____ PRINT STUDENT'S NAME: _____

BIRTH DATE: _____ EMAIL: _____ PHONE NUMBER: _____

Do you / your child have any physical, cognitive, emotional or behavioural challenges that would require assistance and/or program modifications to enable full participation. If so, please explain: _____

ALLERGIES: _____ MEDICATIONS: _____ PREVIOUS INJURIES: _____

EMERGENCY CONTACT INFORMATION (Name and Phone#) _____

If the end-of-term show with an audience do not take place, I understand that Atlantic Cirque's staff may film my child's performance and share it via email with students/parents registered in the same class. Some parents/students may share these videos online. I wish to OPT OUT

STUDENT / PARENT SIGNATURE: _____

(or parent's signature if student is under 18 years of age)