

INDEMNIFICATION AGREEMENT AND RELEASE FROM LIABILITY VOLUNTARY PARTICIPATION

I, the undersigned, _____, acknowledge that I and/or members of my family have voluntarily applied to participate in circus acrobatics practice, and/or instruction, and/or training, including activities on the flying trapeze, at the premises of Delaware Valley Volunteer Fire Co., located at 75 Headquarters Rd Erwinna, PA 18920

ASSUMPTION OF RISK

I AM AWARE THAT CIRCUS ACROBATICS, INCLUDING FLYING TRAPEZE, ARE HAZARDOUS ACTIVITIES. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED, AND I HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH,

AND VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE: x _____

RELEASE AND INDEMNIFICATION

In consideration for being permitted by Fly School Circus Arts LLC/ DVV Fire Co., owners of the equipment/ premises on which these circus acrobatic activities will be conducted, to participate in these activities and use their facilities, equipment, and premises, I hereby agree that I, members of my family, or anyone using the said premises and equipment together with me (hereinafter referred to as the "Indemnitors"), our heirs, assigns, distributees, guardians, and legal representatives (including without limitation persons providing insurance benefits to the Indemnitors, their heirs and assigns) will not make a claim against, sue or attach the property of Fly School Circus Arts LLC/ DVV Fire Co. for injury or damage resulting from the negligence or other acts, howsoever caused, by an employee, agent or contractor of Fly School Circus Arts LLC/ DVV Fire Co., or any affiliated person, or from strict liability, as a result of the Indemnitors' participation in any circus acrobatic activity. I agree to indemnify, defend and hold harmless Fly School Circus Arts LLC/ DVV Fire Co., and any affiliated person, their heirs and assigns, from and against all claims, obligations, liabilities, causes of action, suits, proceedings, judgments, decrees, losses, damages, deficiencies, filing and other fees, costs and expenses (including without limitation interest, penalties and fees and disbursements of attorneys) in any way resulting from, arising out of, based upon or relating to injuries suffered by the Indemnitors, their heirs or assigns (including without limitation persons providing insurance benefits to the Indemnitors, their heirs and assigns) incurred on, or occasioned by the Indemnitors' use of the premises and equipment of said Fly School Circus Arts LLC/ DVV Fire Co.

KNOWING AND VOLUNTARY EXECUTION

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, AND I SIGN IT OF MY OWN FREE WILL ON BEHALF OF MYSELF AND/OR OF OTHER INDEMNITORS. THIS AGREEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF FLY SCHOOL CIRCUS ARTS LLC, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. THIS AGREEMENT MAY BE AMENDED ONLY BY WRITTEN INSTRUMENTS SIGNED BY FLY SCHOOL CIRCUS ARTS LLC.

_____ Signature/Date

Participating minor children of mine, on whose behalf I sign this agreement:

_____ Printed Name

_____ Address

_____ Telephone Number

