

**PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK**

In consideration of the services of De Leon, L.L.C., dba De Leon Aerial Fitness and De Leon Dynamics, their agents, owners, officers, volunteers, participants, employees, contractors, instructors, coaches, and all other persons or entities acting in any capacity on their behalf (collectively "DLD"), the undersigned hereby agree to release, indemnify, and discharge DLD, on behalf of themselves, their spouses or significant others, their children, their parents, and their heirs, assigns, personal representatives and estate as set forth in this Participant Agreement, Release, and Assumption of Risk (the "Agreement"). If the participant is of legal age, the participant signs below for himself or herself. If the participant is a minor, the participant's parents, sponsors, guardians, or others who have legal responsibility for the minor (collectively "Guardians") must sign below.

The undersigned acknowledge that participation in circus skills, cirque, parkour, tricking, freestyle gymnastics, aerial silks, aerial, dance, aerial dance, acrobatics, gymnastics, trapeze, and other similar activities associated in any manner with DLD (collectively the "Activities") entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or physical damage, including to participants and others. Such risks cannot be eliminated without jeopardizing the essential qualities of the Activities.

Without a certain degree of risk, participants would not improve their skills, and the enjoyment of the Activities would be diminished. The Activities expose participants to the usual risk of cuts, bruises, and similar injuries. Other more serious risks exist as well. Participants can fall, sustain sprains and strains, and can suffer more serious injuries. Travel to and from shows, meets and exhibitions raises the possibility of any manner of transportation accidents. Being in a public situation may involve exposure to illnesses or sicknesses, whether known or unknown. If a participant requires medical assistance, all such assistance shall be at the own expense and liability of the participant or the participant's Guardians.

The undersigned further acknowledge that DLD employees have difficult jobs to perform. They seek safety but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the circumstances or conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

1. The undersigned expressly agree and promise to accept and assume all risks existing in or associated with any Activity. Participation in the Activity is purely voluntary, and the participant elects to participate in spite of the risks.

2. The undersigned hereby voluntarily and forever release, discharge, and agree to indemnify and hold harmless DLD from any and all claims, demands, liabilities, or causes of action, which are in any way connected with participation in an Activity or use of DLD's equipment or facilities (collectively "Claims"), **including any Claims which allege negligent acts or omissions of DLD except to the extent such acts or omissions constitute gross negligence.**

3. Should DLD incur attorney's fees and costs to enforce this Agreement, the undersigned agree to indemnify and hold DLD harmless for all such fees and costs.

4. The undersigned have adequate insurance to cover any injury or damage caused or suffered while participating in an Activity, or else agrees to bear the costs of such injury or damage. The undersigned also assume all risks associated with any medical or physical condition the participant may have.

By signing this document, the undersigned may be found by a court of law to have waived any right to bring a lawsuit against DLD. All issues related to this Agreement shall be determined solely in the state of California in accordance with the substantive laws of California, without regard to conflict of law rules. If any portion of this Agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

The undersigned have had sufficient opportunity to read this entire document. The undersigned understand its provisions and agree to be bound by them.

\_\_\_\_\_  
Signature of Parent/Participant Print Name

\_\_\_\_\_  
Address Zip Code Date

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Phone Email

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List Participant(s) Name(s)