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 (hereinafter collectively referred to as "DLD"), I hereby agree to release, indemnify, and discharge DLD, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

I acknowledge that my participation in a circus skills, cirque, parkour, tricking, freestyle gymnastics, aerial silks, aerial, dance, aerial dance, acrobatics, gymnastics, trapeze, spanish web classes and/or other similar 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.

Without a certain degree of risk, students would not improve their skills, and the enjoyment of the activity would be diminished. The classes at DLD expose its 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 as well. Traveling to and from shows, meets and exhibitions raises the possibility of any manner of transportation accidents. In any event, if your child is injured, your child may require medical assistance, at your own expense.

Furthermore, 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. I expressly agree and promise to accept and assume all of the risks existing in any DLD activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
2. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless DLD 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 DLD's equipment or facilities, **including any such claims which allege negligent acts or omissions of DLD**.
3. Should DLD 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.
4. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

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 lawsuit against DLD on the basis of any claim from which I have released them herein. In the event that I file a lawsuit against DLD, in spite of this agreement, I agree to do so solely in the state of California, and I further agree that the substantive law of California 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.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

_____ _____
Signature of Participant Print Name

_____ _____
Address Zip Code Date

_____ _____
Phone Email

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

In consideration of _____(print minor's name) ("Minor") being permitted by DLD to participate in its activities and to use its equipment and facilities, I agree to the foregoing on behalf of my minor. I further agree to indemnify and hold harmless DLD from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

_____ _____ _____
Parent or Guardian Signature Print Name Date

_____
Participant(s) Name(s) & Birthdate(s)