

**RELEASE, WAIVER OF CLAIM, INDEMNITY
AND ASSUMPTION OF RISK**

**THIS DOCUMENT CONTAINS ONEROUS CLAUSES, INCLUDING GIVING UP YOUR RIGHT TO SUE -
READ THOROUGHLY AND CAREFULLY BEFORE SIGNING.**

IN CONSIDERATION OF _____ being permitted to participate in or observe aerial arts, acrobatics, balancing, circus stunts, trapeze and other disciplines (the "Activities") offered and/or coordinated by Firefly Theatre and Circus Society (the "Operator") at 8540 Roper Road, N.W., Edmonton, Alberta (the "Lands"), the undersigned, for ourselves, and our personal representatives, heirs and next of kin (collectively the "Undersigned"), acknowledge to and agree with the Operator that:

1. No oral representatives, statements or inducements have been made.
2. The Undersigned is aware that the Undersigned participating in, spectating at and/or merely attending the Activities on the Lands, can be a dangerous activity involving many RISKS OF INJURY that no amount of care, caution, instruction or expertise can eliminate. **The risks include, but are not limited to:** physical, emotional or psychological injury; paralysis; death; damage to oneself, property or to third parties; scratches; bruises; sprains; lacerations; fractures; concussions; sever life threatening hazards; strains; cuts; muscle soreness; musculoskeletal injuries, including head, neck and back; and injuries to internal organs. These risks can result from the Undersigned's own physical condition, the equipment and the acts of other people. The Undersigned understand the risks and dangers inherent in the above and hereby acknowledge that the Undersigned's participation in all such Activities, as well as spectating at and/or merely attending the Activities on the Lands, is voluntary, knowing of these risks. The Undersigned acknowledge and agree that the Undersigned is freely and voluntarily assuming any and all dangers, risks and hazards arising therefrom and further acknowledge that the Undersigned is entirely at his/her risk. The Undersigned acknowledge that the Undersigned is not required by the Operator to participate in or to attend the Activities.
3. The Operator and its directors, officers, members, employees, coaches, helpers, volunteers, assistants, agents, advisors, and each of them and their respective insurers, heirs, successors, assignees, administrators and executors (collectively, the "Releasees") are not responsible for any loss, damage, personal injury, death or property damage, however caused, arising from the Undersigned participating in, spectating at and/or merely attending the Activities on the Lands, including without limitation negligence on the part of the Releasees, breach of contract, occupier's liability or any other tort or cause of action at common law, in equity or by statute. The Operator is obtaining this Release, Waiver and Indemnity for itself and as agent for and for the benefit of the other Releasees.
4. The Undersigned hereby completely and unconditionally remise, release, discharge, waive, indemnify and save harmless the Releasees and each of them from any and all liability, costs (including without limitation legal costs), claims, damages, demands, actions and causes of actions at law, by statute and/or in equity arising as a result of any loss, damage, personal injury, death, property damage suffered by the Undersigned at any time in the future as a result, directly or indirectly, of the Undersigned participating in, spectating at and/or merely attending the Activities on the Lands.
5. The Undersigned understand that by signing this document **the Undersigned will be forever precluded from suing or otherwise claiming** against the Releasees or any of them for any loss, damage, personal injury, death or property damage that we may sustain through the Undersigned's participation in, spectating at and/or merely attending the Activities on the Lands.

The foregoing release, waiver and indemnity is intended to be as broad and inclusive as is permitted by the laws of the Province of Alberta, and if any portion thereof is held invalid, the balance shall continue in full legal force and effect.

The Undersigned hereby acknowledge that the Undersigned has read the foregoing written document and agree and consent to all terms and conditions set out therein.

DATED this ____ day of _____, 20____.

THE UNDERSIGNED:

Print Name:
