

THE APOLLO CENTER

Birthday Party Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Party Name:

Date & Time:

I give permission for my child to participate in a Apollo Center birthday party. In consideration of the services of Apollo Arts & Athletics, DBA Illuminar Aerial/The Apollo Center, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "AAA"), I hereby agree to release, indemnify, and discharge AAA, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

I acknowledge that my or my child's participation in any classes, camps or open gym including circus school (aerial arts, equilibristic skills, acrobatic skills), gymnastics, ninja, dance and instruction 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 believe I, or my child is physically able and qualified to participate in the activity listed on this registration form. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: slips and falls; falling from equipment; rope burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards; strains, cuts, bruises, muscle soreness and fractures; musculoskeletal injuries including head, neck, and back; injuries to internal organs; the negligence of other people; my own physical condition; and the risk of emotional and psychological injuries or physical damage associated with this activity. Traveling to and from shows, meets and exhibitions raises the possibility of any manner of transportation accidents. In any event, if you or your child is injured, any medical assistance will be at your own expense.

I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

I grant to AAA the right to take photographs of myself or my children in connection with any company-related activity. I authorize AAA, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that AAA may use such photographs of my children with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content and without compensation.

