

DREAM STATE ENTERTAINMENT LIABILITY WAIVER

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Name(s) of participant/s _____

Membership No _____

WARNING!!!

In consideration for the use of services, facilities, or equipment provided by Dream State Entertainment, the undersigned (whether a participant, non-participant, chaperone, parent, or observer) hereby releases Dream State Entertainment, on behalf of the undersigned, the participant or his or her heirs, assigns, and legal and personal representatives, and next of kin from any and all liability whatsoever and any cause of action for, bodily injuries, death or property damage to the undersigned or the participant, arising out of or related to undersigned's or participant's use of, or presence upon property hired by, or in the services of Dream State Entertainment.

The undersigned and/or participant at Dream Big Circus Workshops, run by Dream State Entertainment at Koah Hall, understands, acknowledges, and agrees that aerials, acrobatics, gymnastics, tumbling, trampoline, and other activities in the circus workshop, are dangerous activities, and those activities can result in injury to the person or damage to the property or to third parties, and the participant is fully aware of the risks inherent in engaging in or observing any activity at or provided by Dream State Entertainment, no matter how careful the participants and staff, no matter what safety equipment is used, the risk cannot be eliminated. Risk can be reduced but never eliminated.

The risk of injury includes minor injuries such as bruises, and more serious injuries such as broken bones, dislocations, and muscle pulls. The risks include catastrophic injuries such as permanent paralysis or death. These can occur from landings or falls on the back, neck, or head and other such occurrences. The undersigned and/or participant may suffer such injuries while merely observing or being in the proximity to our activities as other participants may collide, land, or fall upon you. The undersigned and/or participant are aware of the conditions of the facilities and that conditions may become more dangerous during the time the participant is using the premises. The undersigned and/or participant voluntarily assumes all risk of loss, damage, or injury while on the premises. The undersigned and/or participant acknowledges that there are various degrees of skill and experience required for the different activities and the undersigned and participant will abide by the rules for the use of the various activities, including wearing all of the protective gear and equipment that is required for participation and will follow instructions of staff members. Failure to follow rules and instructions from staff may result in termination of participation in activities without refund.

The undersigned and/or participant agrees to indemnify Dream State Entertainment against, and save it harmless from, any and all damages, actions, claims, judgments, costs of litigation and attorney fees which may result from the undersigned or participants use of or presence upon the property or facilities or services of Dream State Entertainment, including damage to the equipment used by Dream State Entertainment, or lessor's property.

I hereby authorize Dream State Entertainment to act for me or the participant according to their best judgment in any emergency requiring medical attention. All medical expenses incurred will be the responsibility of the participant or participant's family. I certify to Dream State Entertainment that I have no physical condition or mental impairment that would be affected by participation in activities of Dream Big Circus Workshops, run by Dream State Entertainment.

By signing this waiver and assumption of risk and release below, I on behalf of myself and the participant or his or her heirs, assigns, and legal and personal representatives, and next of kin acknowledge that I have read the above release and fully understand its contents. I agree to be bound by the terms of the release and understand that any and all risks, whether known or unknown, are expressly waived in advance. I agree to bear the costs for any such injury or damage to myself. I certify that I am authorized to execute this release.

COVID-19

Dream State Entertainment cannot prevent you or your child/children from becoming exposed to, contracting, or spreading COVID-19 while utilizing Dream State Entertainment's services or leased premises. It is not possible to prevent against the presence of the disease, even when following guidelines. Therefore, if you choose to utilize Dream State Entertainment's services and/or enter onto the Koah Hall premises you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK: I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my children in order to utilize Dream State Entertainment's services and enter [Dream State Entertainment's leased premises. These services are of such value to me [and/or to my children,] that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize Dream State Entertainment's services and leased premises in person.

Some Safety Rules

*No running unless specified as part of warm up, and warm up games. *No flipping or aerial unless supervised *No jumping headfirst anywhere
*One way on tumble track *Stay 15ft apart on tumble track *One person at a time on tramp. *One person at a time on Trapeze or aerial equipment.
*Always follow all instructions of staff. *Follow all instruction to remain COVID Safe.

*****Our rules include but are not limited to the rules on this waiver. Once participating in the class you should ask for additional safety and special rules at each station/event/apparatus, if unclear or unfamiliar*****

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against Dream State Entertainment and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing Dream State Entertainment's services and leased premises. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

PARENT OR LEGAL GUARDIAN MUST SIGN IF PARTICIPANT IS UNDER THE AGE OF 18.

Signature of participant (over 18) or parent/legal guardian _____

Date _____

Print name of participant (over 18) or parent/legal guardian _____

Relationship to participant if guardian _____