

Waynesville After Prom

Liability Release Form

The undersigned parent or legal guardian, in consideration of his or her son and/or daughter being permitted to participate in the 2016 Waynesville High School After Prom, does hereby release and discharge the parent chaperones, after prom committee members, school advisors, and CrossView in Waynesville, from any claim arising from any bodily injury or harm or any personal property damage resulting from any accident that may occur due to participation in the after prom. If any person is suspected of having alcohol or drugs on school or CrossView property, his or her legal guardian will be called to pick up said person from the after prom. If the student purchases a ticket and does not arrive by 12:00am the undersigned parent or guardian will be called to make sure the student is safe and the parent or guardian is aware of a change in his or her plans. Per After Prom lock in policy, no students will be permitted to leave before 3:30 am

Student Name: _____

Date of Birth* _____

Address: _____

Student Phone Number _____

Cell Number of Parent of Guardian _____

Student's

Signature _____ Date _____

Signature of Parent or Guardian if student is under 18 years of age:

Date _____

***IF YOU ARE A GUEST 18 OR OLDER, WE NEED A COPY OF YOUR DRIVERS LICENSE**

LIABILITY RELEASE FORM

Release of All Claims

In consideration for being accepted by CrossView Christian Church for participation in Waynesville High School After Prom I do hereby release, forever discharge and agree to hold harmless CrossView Christian Church and the directors thereof from any and all liability, claims or demands for personal injury, sickness or death, as well as property damage and expenses, of any nature whatsoever which may be incurred by the undersigned and the child-participant that occur while said child is participating in the above described activity.

Furthermore, I on behalf of my child-participant hereby assume all risk of personal injury, sickness, death, damage and expense as a result of participation in recreation and work activities involved therein.

The undersigned further hereby agree to hold harmless and indemnify said church, its directors, employees and agents, for any liability sustained by said church as the result of the negligent, willful or intentional acts of said participant, including expenses incurred attendant thereto.

I, the parent or legal guardian of this participant, hereby grant my permission for him or her to participate fully in said activity, and hereby give my permission to take said participant to a doctor or hospital and hereby authorize medical treatment, including but not in limitation to emergency surgery or medical treatment, and assume the responsibility of all medical bills, if any.

Further, should it be necessary for the participant to return home due to medical reasons, disciplinary action or otherwise, I hereby assume all transportation costs.

Participant (print) _____

Participant Signature (if 18 or older) _____

Parent or Guardian (print) _____

Parent or Guardian Signature _____

Date _____

Phone # _____

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Cincinnati Circus Company LLC, Juggler Dave and Friends, and Waynesville High School, their agents, owners, officers, volunteers, participants, employees, and all other Persons or entities acting in any capacity by, through, under or on their behalf (hereinafter collectively referred to as "CCC"), it's agents, owners, officers, volunteers, participants, employees, and all other Persons or entities acting in any capacity by, through, under or on their behalf (hereinafter included in "CCC" , I hereby agree to release, indemnify, and discharge CCC, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

Initial 1. I acknowledge that my participation in Inflatable rides, mechanical bull, mechanical surfboard, climbing wall, and instruction and training in flying trapeze, low casting, aerial performance, and other circus instruction 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.

Initial 2. The risks include, among other things: The hazards of slips and falls; rope burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions or even more severe life threatening hazards. Further risks include: Being struck by objects dislodged or dropped from above; the hazards from using safety ropes and equipment; the risks of falling off the trapeze or other circus equipment; the risks of landing improperly in the safety net; the risks of being entangled in the safety lines; my own physical condition, the physical exertion associated with this activity and the negligence of other participants, instructors, or other persons who may be present.

Initial 3. Furthermore, CCC employees have difficult jobs to perform. They seek safety, but they are not infallible and among other things (1) they may be unaware of a participants' fitness or abilities, (2) they may misjudge the weather or other environmental conditions, (3) they may give incomplete or inaccurate instructions or warnings, and (4) the equipment being used may have malfunctions.

Initial 4. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

Initial 5. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless CCC from and against any and all claims, demands, suits, judgments, damages, liability, cost or expense, or causes of action, which are in any way connected with my participation in any activity at CCC or my use of any CCC equipment or facilities, including but not limited to those alleging negligent acts or omissions of CCC.

Initial 6. Should CCC 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.

Initial 7. 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 assumed the risk of any medical or physical condition I may have.

Initial 8. Notwithstanding anything to the contrary herein, in the event that I file a lawsuit against CCC, I agree to do so solely in the state of Ohio, and I further agree that the substantive law of Ohio shall apply in that action without regard to the conflict of law rules of that state.

Initial 9. 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.

Initial 10. By signing this document, I acknowledge that if anyone is hurt or property is damaged or lost 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 CCC on the basis of any claim from which I have released them herein.

Initial 11. 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 _____

Date: ____/____/____

Address _____

Phone _____

PARENT'S OR LEGAL GUARDIAN'S ADDITIONAL WAIVER AND RELEASE: Must be completed for participants under the age of 18. This is to certify that I, as the parent or guardian with legal responsibility for (print minor's name) _____, do consent and agree to his/her release as provided above. I understand that a minor may not be left unaccompanied at the facility. In consideration of the participant's being permitted by CCC to participate in its' activities and to use its equipment and facilities, I release and agree to indemnify and hold harmless CCC, to the fullest extent permitted by law, from any and all liability, claims which are brought by, or on behalf of Participant, even if such liability arises from the active or passive negligence of CCC.

Minor's Birth Date _____

Parent or Legal Guardian: (signature) _____ (Print name) _____

Date ____/____/____ PARENT OR LEGAL GUARDIAN MUST ALSO INITIAL THE BOXES ABOVE.