

LEARNING2FLY
PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK

NOTE: This Agreement is normally executed online when creating an account under the Schedule & Sign Up tab. This copy may be printed for your records.

In consideration of the Services, as set forth below, to be provided by Sumya Anani, Learning2Fly LLC, a Kansas limited liability company, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf, and specifically including Richard A. Johnson, Brenda G. Johnson, and Johnson Arts Center LLC, a Kansas limited liability company, owners of the building at 4711 Lamar, Mission, Kansas where certain of the Services are to be provided, (all hereinafter collectively referred to as "L2F"), I, as a "Participant" on my own behalf and on behalf of a Minor as defined below (all of which persons shall be collectively referred to hereinafter as "I", "Me", "My", "Myself", or "We") hereby execute this PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK (the "Agreement") with the intent and understanding that We agree to release, indemnify, defend, and hold harmless L2F, on behalf of Myself, My spouse, My children, My parents, and My heirs, assigns, personal representative and estate, to the extent such exist, as follows:

1. I acknowledge that my participation in activities offered by L2F ("L2F Activities") which shall include, but are not limited to, circus arts training and instructional activities such as aerial arts, gymnastics, motivational and health-related discussions, and other disciplines, entail both known and unanticipated risks that could result in physical or emotional injuries, paralysis, death, or damage to Myself, to property, or to third parties. I understand that such risk cannot be eliminated without jeopardizing the essential qualities of such activities. 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, concussions, and severe life threatening hazards; strains, cuts, bruises, muscle soreness; 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 these activities, and the risks of traveling to and from shows, meets and exhibitions raising the possibility of any manner of transportation accidents. In any event, if I am injured and require medical assistance, such shall be obtained as I see fit and at my own expense. Furthermore, I hereby acknowledge and agree that L2F personnel have difficult jobs to perform and understand that (a) while they seek to ensure safety, they are not infallible, (b) they may be unaware of a participant's fitness or abilities, (c) they may misjudge the weather or other environmental conditions, (d) they may give incomplete warnings or instructions, and (e) the equipment being used may not be installed correctly, is subject to wear and tear, and may malfunction.

2. I expressly agree and promise to accept and assume all risks related to participation in L2F Activities, and I understand and agree that participation is voluntary and is undertaken in spite of any and all risks including, but not limited to, those set forth above.

3. I hereby voluntarily release, forever discharge, and agree to indemnify, defend and hold harmless L2F from all claims, demands, and/or causes of action which are in any way connected with participation in L2F Activities and/or the use of the equipment or facilities operated and/or owned by L2F, including any claims which allege negligent acts or omissions of L2F.

4. Should L2F or anyone acting on their behalf, be required to incur attorney's fees and/or costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage that I may incur or cause while participating and I agree, in any event, to bear the costs of any such injuries or damages, whether or not covered by such insurance. I further certify that I am willing to assume the risk of any medical or physical conditions I may have.

6. If an emergency arises, I hereby authorize L2F to order any emergency treatment or hospitalization as deemed necessary by Learning2Fly personnel.

7. I further hereby authorize Learning2Fly to show and reproduce the name, photograph or photographs, pictures and film taken of Me for the purpose of promoting Learning2Fly and its programs.

8. In the event that I file any lawsuit against L2F, I agree to do so solely in the State of Kansas, and I further agree that the substantive laws of Kansas shall apply to any such actions without regard for the conflict of law rules of Kansas. I further agree that, if any provision(s) of this Agreement is/are found to be void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

By entering into this Agreement, I affirmatively state that I have had sufficient opportunity to read the Agreement and/or obtain the advice of legal counsel as I deem necessary with respect to the Agreement, and that I agree to be bound by its terms. I further agree that a digitally reproduced/scanned version of this Agreement is fully valid and representative of the original, signed executed copy.

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

In consideration of L2F allowing the minor child with respect to whom I am the Father, Mother or Guardian and whom I represent in executing this Agreement (including any and all other such minor children whom I represent hereunder in the same capacity and for the same purpose, all of whom shall be collectively referred to as the "Minor" first referenced hereinabove) to participate in activities provided by, and to use the equipment and facilities owned and/or operated by, L2F, I, as the Father, Mother or Guardian of such Minor, agree that all of the provisions of this Agreement shall apply to such Minor as set forth herein above, and I further agree, for and on behalf of such Minor, to indemnify, defend and hold harmless L2F from and against any and all

claims which may be brought by, or on behalf of, such Minor and which are in any way connected with any participation in L2F Activities by such Minor.

This Agreement may be executed as follows:

1) By checking the website acknowledgement box when creating an account under the Schedule & Sign Up tab.

Or

2) By incorporating by reference this Agreement into other agreements (such as Youth Camp and Field Trip registrations) between Participant (individually and in the capacity as Father, Mother, or Guardian of one or more minor children) and Learning2Fly LLC, to have full force and effect in such other agreements as if fully stated therein.

Or

3) By written instrument executed by the parties as set forth below:

PARTICIPANT: _____, DATE _____

Printed Name and Address: _____

LEARNING2FLY LLC: _____, DATE _____

By: _____