



BOULDER CIRCUS CENTER

BOULDER CIRCUS CENTER, LLC

WAIVER AND RELEASE OF LIABILITY, ACKNOWLEDGMENT OF RISK AND HOLD HARMLESS AGREEMENT

IN CONSIDERATION of being allowed access to the BOULDER CIRCUS CENTER (“Facility”) and being provided the opportunity to conduct and/or engage in programs, practice or participation therein, the undersigned acknowledges, covenants and agrees as follows:

_____ 1. The undersigned is voluntarily utilizing the Facility of his or her own free will and acknowledges that the activities undertaken or participated in may be dangerous and potentially hazardous, and may result in serious harm to my personal property and/or person and may in fact result in aggravated injury, paralysis or even death and assumes the full responsibility and risk therefor.

_____ 2. The undersigned acknowledges and understands that any apparatus, equipment or fixture utilized at the Facility has not been approved, endorsed, inspected, installed, warranted or guaranteed by the record owner of the Facility, Boulder Circus Center, LLC (“Owner”).

_____ 3. My understanding or participation in the activities, classes or instruction occurring at the Facility shall be solely my decision after evaluation and assurance that the independent personnel or instructors conducting such activities, classes or instructions are qualified independent contractors and I concede that they have no connection or affiliation with Owner.

_____ 4. The undersigned further understands and concedes that Owner does not provide insurance coverage or indemnification with respect to any undertaking or participation in any activity occurring at the Facility and that all costs and expenses arising out of any damage or claim shall be completely borne by me.

_____ 5. Based upon the foregoing, the undersigned, for myself and/or any minor in my custody, control or care, hereby RELEASES AND FOREVER DISCHARGES, Boulder Circus Center, LLC, its members, managers, agents and personnel (hereinafter the “Released Parties”) from any and all injuries or damages arising out of either my undertaking or participation in any activity or program at the Facility, as well as those engaged in by any minor in my custody, control or care, and further indemnifies and holds Owner harmless from any and all actions, suits, claims, damages, liability or loss (including attorneys fees and costs) that may arise by virtue of either my own negligence or that of a minor in my custody, control or care.

_____ 6. The undersigned also covenants and agrees not to institute litigation or make any claim against the Released Parties and further agrees to indemnify and hold harmless the Released Parties from any such claim, litigation, and demands therefore, including, but not limited to, losses, claims, or damages allegedly or actually occasioned by the negligence of the Released Parties.



_____ 7. I hereby affirm and attest that I have thoroughly reviewed this Agreement in its entirety, fully understand its content and terms, and my election to execute this Agreement is of my own free will.

_____ 8. This Agreement shall be governed by and interpreted under the laws of Colorado, without regard to conflict of laws provisions. If any lawsuit or claim is brought that arises out of or relates to my use of the Facility, I agree that jurisdiction and venue for such suit shall be in the state or federal courts located in Denver or Boulder, Colorado and hereby irrevocably waive any other jurisdiction or venue to which I or my estate might otherwise be entitled. If any provision of this Agreement is held to be invalid or unenforceable, in whole or in part, by any court of competent jurisdiction, such provision shall be amended to conform to the requirements of the law so as to be valid and enforceable, provided that such provision shall be curtailed, limited, or eliminated only to the minimum extent necessary to remove the invalidity, illegality or unenforceability and the rest of this Agreement shall remain in full force and effect.

Name of BCC Instructor _____
Sign _____
Print Name _____
Date _____
Address _____
City _____
State/Province _____
Zip/Postal Code _____
Country _____
Phone _____
e-mail _____

EMERGENCY PERSON TO CONTACT:

NAME _____
PHONE _____
CELL _____
RELATION TO YOU _____

IF UNDER 18 GUARDIAN MUST FILL OUT THE FOLLOWING:

Sign _____
Print Name _____
Date _____
Address _____
City _____
State/Province _____
Zip/Postal Code _____
Country _____
Phone _____
e-mail _____

MAKE SURE ALL INFO IS FILLED OUT AND ALL LINES INITIALED



INDEMNITY AND WAIVER AGREEMENT FOR TRAINERS

THIS AGREEMENT is entered into as of this ____ day of _____ month, _____ year, by and among BOULDER CIRCUS CENTER, LLC, a Colorado limited liability company (“BCC”), the owner of those certain improvements located at 4747 North 26th Street, Boulder, Colorado 80301 (hereinafter the “Building”) and _____ which is comprised of

WITNESSETH:

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be bound by the covenants hereinafter contained, _____ (hereinafter collectively the “Indemnitors”) agree to indemnify, defend and hold harmless BCC, its members, managers, employees and agents (collectively hereinafter “Indemnitees”) from and against any and all claims, demands, causes of action, judgments, costs, expenses, and all losses and damages arising from Indemnitors’ use of the Building or from the conduct of its business or from any activity, work, or other acts, or things done, permitted or suffered by Indemnitors’ in or about the Building and shall further indemnify, defend and hold harmless the Indemnitees from and against any and all claims arising from any breach or default in the performance of any obligation on Indemnitors’ part to be performed under the terms of the BCC Trainer Agreement, or arising from any act or omission of Indemnitors, or any officer, agent, employee, independent contractor, guest, or invitee thereof, and from all costs, reasonable attorney fees and disbursements, and liabilities incurred in the defense of any such claim or any action or proceeding which may be brought against, out of or in any way related to Indemnitors’ use of the Building. Upon notice from Indemnitees, Indemnitors shall defend any such claim, demand, cause of action or suit at Indemnitors’ expense by counsel satisfactory to Indemnitees in its reasonable discretion. The provisions of this Agreement shall survive the expiration or earlier termination of the BCC Trainer Agreement. Moreover, as a material part of the consideration to BCC for this Agreement, Indemnitors hereby assume all risk of damage to property or injury to persons in, upon or about the Building from any cause, and Indemnitors hereby collectively waive all claims with respect thereto against BCC and its affiliates and their respective officers, shareholders, partners, managers, members, employees, contractors and agents, and Indemnitors waive all claims against such parties for any and all losses, damages (including consequential or punitive damages) and other costs arising from any cause whatever (unless caused by BCC’s gross negligence or willful misconduct), including, without limitation, any such injury or damage caused by or resulting from (i) fire, explosion, smoke, gas, electricity, water or rain which may leak from any part of the Building or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other places resulting from dampness or any other cause whatsoever, (ii) the acts or omissions of any other tenant or any officer, agent, employee, contractor or guest of any such tenant (iii) interference with the electrical service, ventilation, utilities or other services to the Building (iv) any latent defect in the Building, (v) any act, omission, event or circumstance for which Indemnitors are required to insure, or (vi) any construction, alterations or repair required or permitted to be performed by Indemnitors or BCC under this Agreement. Indemnitors shall give immediate notice to BCC in case of casualty or accidents in the Building.

IN WITNESS WHEREOF, as of the date first above written.

By: Indemnitors _____

Signed by _____

Signed by _____