

# Release and Indemnification For Aerial Performance

This RELEASE and INDEMNIFICATION is executed by the undersigned parties (collectively, Releaser(s)') and is given to release and indemnify RIGGING SERVICE PROVIDER being incorporated and licensed at (ADDRESS), its affiliates, agents, employees, successors and assigns (collectively, "RIGGER"); and \_\_\_\_\_, its parent, subsidiaries, and affiliates, agents employees, successors, and assigns (collectively, "CLIENT" or "PERFORMER"); \_\_\_\_\_, its parent, subsidiaries, and affiliates, agents employees, successors, and assigns (collectively, "VENUE" )

Date: \_\_\_\_\_

Event/Purpose: \_\_\_\_\_

Client Releaser: \_\_\_\_\_

Performer Releaser: \_\_\_\_\_

Venue Releaser: \_\_\_\_\_

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND AGREEMENT TO INDEMNIFY RIGGER.

By signing in the space below, the undersigned ("Corporate Releaser" and "Individual Releaser") acknowledges and agrees to the following:

1. Releaser(s) has requested that RIGGER utilize the building structure, attachment points, trusses, wire rope(s) and any and all equipment typically used to support live entertainment audio visual equipment (herein referred to as Rigging Equipment and Rigging Services) for the purpose of suspending, transporting, or otherwise "flying" the Individual Releaser(s) named above as part of the Event identified above all occurring at \_\_\_\_\_.

\_\_\_\_\_ Accepts

2. In consideration of and as a prerequisite to being permitted to use the Rigging Equipment and Rigging Services of RIGGER and/or (Venue Name), Releaser(s) to fullest extent permitted by law, agrees to release, indemnify, defend and hold harmless the RIGGER and their respective parents, subsidiaries, affiliates, and their respective officers, directors, agents, servants, employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorneys' fees and costs) arising out of or related to any loss, cost, damage or injury, including death caused by or arising from the Event including the provision of Rigging Equipment and Rigging Services by RIGGER and/or the misconduct or acts, errors or omissions of Releaser(s) and/or RIGGER, or their respective employees, agents, independent contractors or subcontractors in connection with the use of such Rigging Equipment and Rigging Services.

\_\_\_\_\_ Accepts

Such indemnification shall be for personal injury to the Performer Releaser(s) and any peripheral emotional trauma, delayed or immediate, alleged by ANY bystander, observer, or otherwise present party, including any injury, and there by not limited to, any bodily damage or injury, and any emotional suffrage, including death and any degree of discomfort, to any third party including RIGGER, and their respective parents, subsidiaries, affiliates, and their respective officers, directors, agents, servants, and employees. This Release shall be binding on the Releaser's successors, assigns, heirs, and estates.

\_\_\_\_\_ Accepts

3. Releaser(s) agree(s) to adhere to and fully participate in the pre-event safety processes of RIGGER, including but not limited to the following acts of due diligence:
  - a. Providing accurate performer body wieght9s) for performance load calculations
  - b. Accurate Structural engineering evaluation of Venue
  - c. Allowing for adequate installation time, as deemed necessary by RIGGER
  - d. Allowing for adequate rehearsal time, as deemed necessary by RIGGER
  - e. Allowing for adequate time for all manner of the inspection of rigging hardware and systems
  - f. Verification of insurance requirements
  - g. Evaluation of Releaser's physical performance skill
  - h. General health and safety evaluation of Releaser(s)
  - i. Any elements that may impact the safety of any individuals participating in or present at the Event.

\_\_\_\_\_ Accepts

4. RIGGER may at anytime, in its sole discretion, halt the performance of the event at anytime if any aspect of the event is deemed to be unsafe or any participant in the event is deemed to be acting in an unsafe or unprofessional manner, but nothing in this document creates any liability of RIGGER in the event that the performance is not stopped in a timely manner. Additionally, RIGGER will not be held accountable for any financial loss due to the stopping of any performance(s) for reasons contained here within.

\_\_\_\_\_ Accpets

THE TERMS OF THIS RELEASE AND INDEMNIFICATION AGREEMENT SHALL SURVIVE TERMINATION OF THE RENTAL AND/OR USE AGREEMENT, AND RIGGER'S RIGGING SERVICES AGREEMENT.

**RELEASER'S INFORMATION**

Client Releaser (Company/Corporate): \_\_\_\_\_

Executed By (signature of Authorized Person): \_\_\_\_\_

Title of Authorized Officer: \_\_\_\_\_

Releaser Legal Name (individual): \_\_\_\_\_

Individual Releaser Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Releaser's Address: \_\_\_\_\_

Releaser's Phone Number: \_\_\_\_\_

**Witness to Signature**

In witness whereof, Releaser/Authorized Person has signed this Agreement this day of \_\_\_\_\_ of \_\_\_\_\_, 2013.

Signature: \_\_\_\_\_

Print Legal Name: \_\_\_\_\_

Title and Party Represented: \_\_\_\_\_

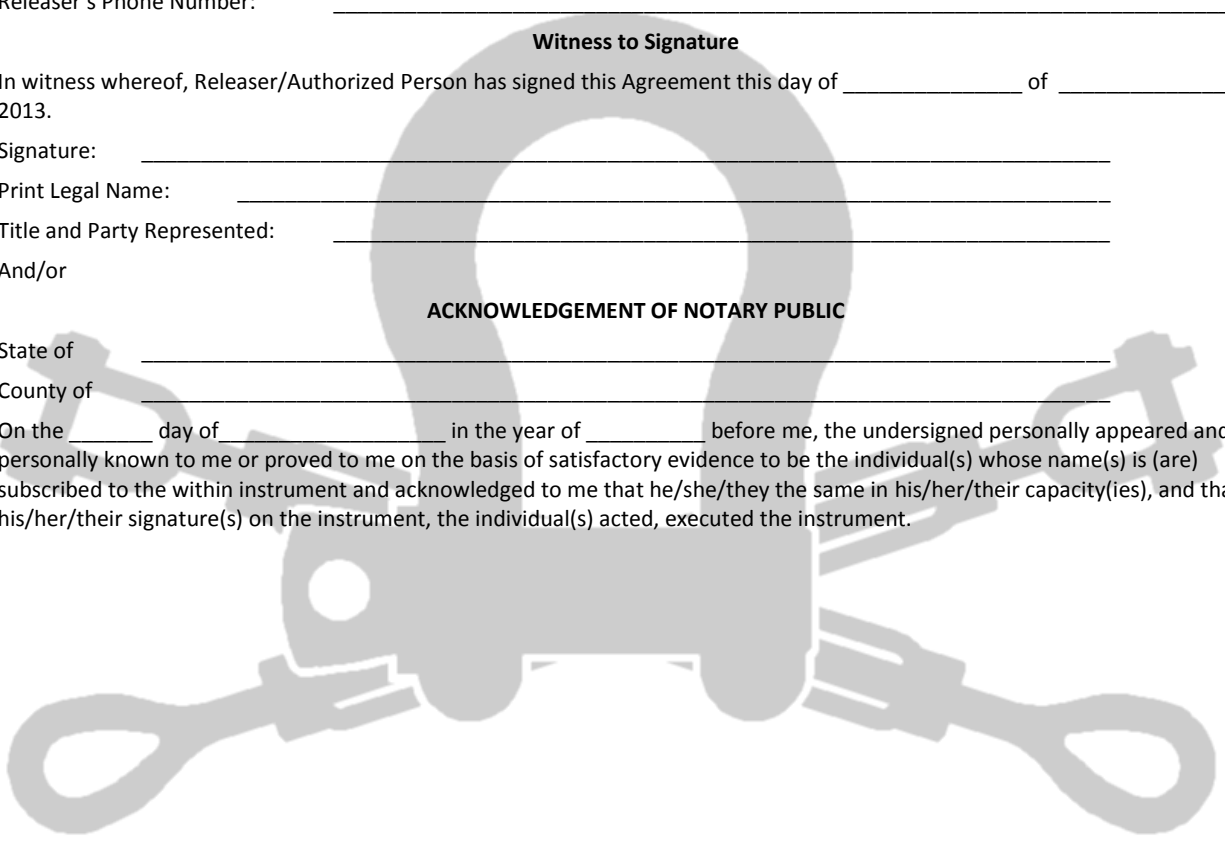
And/or

**ACKNOWLEDGEMENT OF NOTARY PUBLIC**

State of \_\_\_\_\_

County of \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_ before me, the undersigned personally appeared and personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) acted, executed the instrument.



**RELEASER'S INFORMATION**

Performer Releaser (Individual/Company/Corporate): \_\_\_\_\_

Executed By (signature of Authorized Person): \_\_\_\_\_

Title of Authorized Person: \_\_\_\_\_

Releaser Legal Name (individual): \_\_\_\_\_

Performer/ Releaser Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Releaser's Address: \_\_\_\_\_

Releaser's Phone Number: \_\_\_\_\_

**Witness to Signature**

In witness whereof, Releaser/Authorized Person has signed this Agreement this day of \_\_\_\_\_ of \_\_\_\_\_, 2013.

Signature: \_\_\_\_\_

Print Legal Name: \_\_\_\_\_

Title and Party Represented: \_\_\_\_\_

And/or

**ACKNOWLEDGEMENT OF NOTARY PUBLIC**

State of \_\_\_\_\_

County of \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_ before me, the undersigned personally appeared and personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) acted, executed the instrument.



**RELEASER'S INFORMATION**

Venue Releaser (Company/Corporate): \_\_\_\_\_

Executed By (signature of Authorized Person): \_\_\_\_\_

Title of Authorized Person: \_\_\_\_\_

Releaser Legal Name (Company/Corporate): \_\_\_\_\_

Venue Releaser Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Releaser's Address: \_\_\_\_\_

Releaser's Phone Number: \_\_\_\_\_

**Witness to Signature**

In witness whereof, Releaser/Authorized Person has signed this Agreement this day of \_\_\_\_\_ of \_\_\_\_\_, 2013.

Signature: \_\_\_\_\_

Print Legal Name: \_\_\_\_\_

Title and Party Represented: \_\_\_\_\_

And/or

**ACKNOWLEDGEMENT OF NOTARY PUBLIC**

State of \_\_\_\_\_

County of \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_ before me, the undersigned personally appeared and personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) acted, executed the instrument.

