

TERM OF AGREEMENT NOT TO INSTRUCT OR COMPETE

1. The term of this agreement shall commence upon execution of this Agreement and shall continue until terminated as provided herein. Termination shall be made by mutual agreement or by a non-corrected breach of the agreement by either party hereto.

2. COVENANT NOT TO COMPETE.

The Amazing Portable Circus, Cincinnati Circus Company, Dave Willacker or Joanne Crawford-Willacker here after referred to collectively as 2nd Party.

(x) Agrees that during the time of lessons and instruction with The 2nd party and for a period of two (2) years thereafter (or for an "Enforceable Period," as herein after defined), (x) shall not, at any location in the tri-state area (Ohio, Indiana & Kentucky), within 50 miles, of The 2nd party, directly or indirectly, as a sole proprietor, member of any partnership, or stockholder, investor, officer or director of a corporation, or as an employee or agent of any proprietorship, partnership, corporation or other legal entity, or otherwise: (i) own, manage, operate, join, control or participate in the ownership, management, operation or control of, or (ii) become employed by or consult with, or (iii) or instruct or perform flying trapeze, circus skills, aerial in any form taught by The 2nd party (iv) or be connected in any manner with any business, activity or entity which is competitive with the business, activities or services of The 2nd party as conducted on the date of conclusion of services of (x) with 2nd party.

The parties acknowledge that it would be difficult to compensate The 2nd party in damages for a breach of any covenant contained herein. Accordingly, (x) hereby agrees that The 2nd party shall be entitled to temporary and permanent injunctive relief in order to enforce the obligations of (x) under the covenants set forth in this agreement, and such relief may be granted without the necessity of proving actual damages. The 2nd party shall, nevertheless, have the right to any other remedy available at law or in equity in addition to its rights to injunctive relief

If the period of time for which any covenant in this agreement is in effect shall be unenforceable as a matter of law, such covenant shall be in effect for such time period as is enforceable (for each such covenant, an "Enforceable Period"). Further, in the event any covenant in this agreement shall be determined by a court of competent jurisdiction to be unenforceable by reason of its geographic restrictions being too great, or by reason that the range of activities covered is too great, or for any other reason, it shall be interpreted to extend over the maximum geographic area, range of activities or other restrictions as to which it may be enforceable.

All provisions of the covenant not to compete shall survive the termination or expiration of this Agreement.

GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio as to all matters, including but not limitation, matters of validity, construction, effect and performance. The parties hereby consent to the exclusive jurisdiction of the courts of the State of Ohio in Hamilton County, and the United States District Court for the Southern District of Ohio and waive any contention that any such court is an improper venue for enforcement of this Agreement. This section shall survive termination of this Agreement.

MEDIA RELEASE / PHOTO RELEASE. I grant to the 2nd party, its' representatives and employees the right to take photographs of me and my property in connection with actions, events and day to day business. I authorize the 2nd party it's assigns and transferees to copyright, use and publish the same in print and or electronically. I authorize the 2nd party to the use of all media of including video, and audio media take by a representative of the 2nd party or by a third party. I agree that the 2nd party may use such photographs, video, audio or other media of me with or without my name for any lawful purpose, including for example such purposes as publicity, advertising, illustration, and internet content.

7. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, and agreements between the parties Except as otherwise provided herein, no changes, alterations, additions, modifications, or qualifications shall be made or had in terms or provisions of any paragraph in this Agreement unless the same be made in writing and signed by The 2nd party and (x).

(Sign Name)(x) _____ (Entire Agreement)

_____ on _____, 20__

Sign _____ Print _____

Please give contact Information.

Phone _____ or _____

Address _____

Email _____

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 The 2nd party to participate in its' activities and to use its equipment and facilities, I release and agree to indemnify and hold harmless The 2nd party, 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 The 2nd party.

Minor's Birth Date _____ Parent or Legal Guardian: (signature) _____ Print _____