

Aerial Artistry Gold Coast Waiver & Release

Please review these policies carefully as the following terms of enrollment govern your payment and enrollment at Aerial Artistry® Gold Coast.

In consideration for being permitted to participate in aerial/circus classes and any other activities conducted by Aerial Artistry Gold Coast (AAGC), you are required to read, understand and agree to the following terms and conditions, prior to commencing a class at AAGC.

PAYMENT AND REFUND POLICY These terms set out your rights and obligations with respect to your payment and enrollment including important limitations and conditions on your right to obtain a refund. Your payment of a deposit at AAGC and or the signing of this agreement constitutes your agreement that these policies apply, so be certain you understand them before you pay a deposit or enroll.

REFUNDS OR TRANSFERS Refunds, or the transfers of fees to another term, will not be granted in any circumstances.

DEPOSITS Deposits for enrollments, workshops and intensives are NON REFUNDABLE and NON TRANSFERABLE. Deposits are required at the time of booking in order to secure your place in the course. Deposits cancelled after the start date, are not transferable or refundable. Deposits cancelled before the start date are transferable under the discretion of AAGC management but are not refundable.

CANCELLATIONS AT THE DISCRETION OF AAGC

AAGC reserves the right to change or cancel a class up to and including the date of the course if sufficient bookings have not been received. In the event of a class or course being altered or cancelled, every effort will be made to avoid inconvenience by offering alternative dates or times. If we are unable to offer a suitable alternative course, a credit valid for 12 months (please note only one change per person) will be offered. A refund will only be granted at the discretion of AAGC management. We are unable to give refunds or transfer classes to another term.

Terms and Conditions

MAKE UP CLASSES In the event that you are unable to attend the class that you enroll in to, a make up class may be offered as an alternative class of equivalent value. All make up classes **MUST** be taken in the same term and cannot be transferred/rolled over to another term. A total of 2 make up classes within a 10 week term are permissible. AAGC recommends that you attend each class for the term where possible, as we may be unable to schedule suitable substitute classes.

RELEASE AND WAIVER OF LIABILITY

I understand, acknowledge and agree that Aerial acrobatics/Circus is a dangerous activity and as such, has inherent dangers and risks, including risk of injury or death. I further acknowledge and agree that due to the nature of Aerial acrobatics/Circus, it would be unreasonable for AAGC to be in any way responsible for any injury of any kind or death, and I hereby, to the full extent permitted by law, waive all legal rights of action against and fully releases AAGC, its directors, instructors, employees, agents, landlords, leases or franchisees (Related Parties) for the loss, damages, or injury howsoever arising out of or in relation to the participation by myself/my child in the activities conducted or organised by AAGC including without limitation, liability for any negligent or tortious act or omission, breach of duty, breach of contract or breach of statutory duty on the part of AAGC or Related Parties. I understand and acknowledge the dangers associated with the consumption of alcohol or any mind altering drugs before and during the activity and I take full responsibility for any injury, loss or damage associated with their consumption. I agree not to drink alcohol or take drugs prohibited by law before or during in any activities conducted or organised by AAGC. I agree that participating in any activity organised or conducted by AAGC is only allowed on the distinct understanding that I do so at my own risk.

CONDUCT I agree to follow the directions of the instructor and that any misconduct or refusal by me to follow any direction of the instructor can result in the cancellation of my lesson and my immediate removal from the class. I understand that any such non-compliance may result in injury of any kind whatsoever as a result of my failure to comply.

STRICTLY NO ALCOHOL IS TO BE CONSUMED ON THE PREMISES OF AAGC A No Alcohol consumption policy during any Aerial/Circus Instructional Class given at AAGC. In the event of a Hens/Girls Party or any other booked event at AAGC there will be NO Alcohol served or consumed by any participant in the class. AAGC recommend that NO Alcohol be consumed, by

any student/ participant/nonparticipant, prior to any Aerial/Circus Instructional Class or any other Instructional Class at AAGC, including any/all participants in Hens/Girls Party, or any booked event held at AAGC. AAGC will not be held responsible for any injury or death as a result of a participant/non-participant intoxicated prior to entry to AAGC.

INTELLECTUAL PROPERTY AAGC reserves the rights in all intellectual property, including but not limited to any moves, tricks, routines, course style and structure taught in any activities conducted or organised by AAGC. I understand and agree that I must not use or exploit any intellectual property owned by AAGC for personal financial gain in any manner, including but not limited to instructing, teaching or performing Aerial Acrobatics/Circus, without first obtaining the written permission of the AAGC proprietor.

I hereby grant AAGC the permission to use any images or footage taken of me/my child by or on behalf of AAGC during my/my child's training for commercial or non-commercial materials including, but not limited to, the AAGC websites, publicly-filed documents, presentations, signage and advertisements. I understand that I will not receive any compensation for such use and hereby release AAGC and anyone working on behalf of AAGC in connection with the use of my/my child's images.

PARTICIPANTS OF MINORITY AGE A parent/guardian with legal responsibility for the participant must acknowledge, understand and accept all of the above and consent to his/her release as provided above of all the Releases, and, for myself, my heirs, assigns, and next of kin, release and agree to indemnify and hold harmless AAGC or Related Parties from any and all liabilities arising from the minor child, involvement or participation in Aerial acrobatics/ Circus activities, even if arising from the negligence of AAGC or Related Parties.

HEALTH AND COVID19 SAFETY I acknowledge I have been advised to consult with my physician with respect to any past or present injury, illness, pregnancy or any other health related condition or any kind whatsoever that may affect my participation and ability to participate in the program. I acknowledge that I have discussed the appropriateness of the Aerial acrobatics/Circus program in connection with any illness or condition that I have or have had with my physician, and that I knowingly execute this release from liability and negligence. I acknowledge that AAGC does not recommend that pregnant women participate in Aerial acrobatics/Circus.

In addition to this I acknowledge if I am COVID-19 symptomatic, if I have been in close contact with someone who has or had COVID-19, or if I have travelled interstate or overseas recently I will not visit the studio until the recommended quarantine period has passed under the guidance of the up to date local and state government restrictions.

I acknowledge and agree to adhere to all safety, sanitation and precautionary measures put in place by AAGC in relation to the Industry COVID SAFE Plan they are conducting business under.