

Waiver and Release of Liability

Aerial Dreaming Circus School

1 Aerial Dreaming Circus School ("the Business") operates an Aerial Acrobatics Studio at BAY 1, Shed 3, Wadell Road, Gympie QLD 4570 ("the Premises").

2 The Business provides fitness services incorporating stretching exercises, strength training, balance, posture and associated fitness activities principally using the following apparatus and techniques:

2.1 Aerial Fitness classes

2.2 Aerial Silks / Aerial Hammock - performance of aerial acrobatics suspended from a ceiling or similar structure while hanging from fabric

2.3 Aerial Hoop/Lyra / Flying Pole / Static Trapeze - performing aerial acrobatics suspended from a ceiling or similar structure using circular steel apparatus

2.4 Portable Aerial Rigging use ("the Fitness Activities").

3 In consideration of Aerial Dreaming Circus School permitting you/the student to participate in the Fitness Activities you/the student agree and acknowledge as follows:

3.1 the information you have provided to Aerial Dreaming Circus School is true and correct;

3.2 Aerial Dreaming Circus School will rely on the information you/the student provides in assessing whether to allow you/the student to participate in the Fitness Activities;

3.3 unless otherwise disclosed, you/the student have no pre-existing physical conditions, medical condition, or mental impairment that would restrict your/the student's ability to participate in the Fitness Activities;

3.4 you/the student are not obligated to perform nor participate in any Fitness Activity that you/the student do not wish to undertake, and that it is your right to refuse such participation at any time during your fitness sessions; 3.5 unless you/the student state otherwise you/the student have no objection to Aerial Dreaming Circus School taking photos of you/the student for use in the promotion of the Business or for such other purposes as agreed by you/the student;

3.5 you/the student have been informed of the risks associated with the Fitness Activities and you/the student voluntarily choose to participate in the Fitness Activities fully accepting such risks, should they arise;

3.6 you/the student understand and accept participation in the Fitness Activities may cause personal injury, death or property damage and in particular you/the student understand that there is a risk of injury, such as but not limited to: a. stress on joints, ligaments and tendons; b. skeletal injuries such as sprains, bone fractures, bones chips and breaks; c. muscle injuries to upper and lower body; d. skin cuts and abrasions; e. impact injuries due to falling, such as, concussion, breaks f. blood loss arising from an injury; g. heart attack; h. triggering abnormal change in blood pressure; i. triggering of acrophobia (fears of heights); j. other health issues, and that these injuries may require medical treatment.

3.7 should you/the student feel lightheaded, faint, dizzy, nauseated, or experience pain or discomfort, you/the student should stop the activity and inform the fitness trainer;

3.8 Aerial Dreaming Circus School are not medical experts. You/the student give Aerial Dreaming Circus School and it's staff permission to seek emergency medical services (where required) should you/the student become injured or ill;

3.9 you/the student are responsible for any medical expenses incurred where emergency medical help is called to attend you/the student.

4. Due to the nature of the Fitness Activities, which involve performing at heights, participation in them may pose a significant degree of risk of physical harm to the participant and deemed a dangerous recreational activity.

5. To the extent permitted by law, in respect of your participation in the Fitness Activities, Aerial Dreaming Circus School accepts no liability for:

5.1 obvious risks that are patent or a matter of common knowledge;

5.2 inherent risks arising that cannot be avoided by the exercise of Aerial Dreaming Circus School reasonable care and skill;

5.3 harm suffered by a person as a result of the materialisation of an obvious risk of a dangerous recreational activity.

6. To the extent permitted by law, Aerial Dreaming Circus School is not liable to you/the student for any claim, loss, expense or damages, whether arising in contract, in tort (including negligence), in equity, by operation of law or otherwise arising out of or in connection with the provision by Aerial Dreaming Circus School of the Fitness Activities.

7. To the extent permitted by law, you/the student waive any and all claims against Aerial Dreaming Circus School and unconditionally release and discharge Aerial Dreaming Circus School from all liabilities, causes of action that may arise from any act, omission, default, failure or error on the part of Aerial Dreaming Circus School (including negligence) wholly or partially arising from your participation in the Fitness Activities.

8. You/the student indemnify Aerial Dreaming Circus School against all claims, demands, remedy, suit, damage, loss, cost, liability, expense, action, proceeding, right of action, claim for compensation in respect of, arising from or contributed to by any act, neglect, default or omission by you/the student while you are undertaking the Fitness Activities or within the Premises.

9. You/the student are only permitted to train with one of trained coaches in a one on one setting within our training facility ONLY. No students are BY ANY MEANS is to take part in one on one sessions under Aerial Dreaming Circus School outside of the permitted training facility or on any outdoor rigs unless it is passed by and approved by our head coach and business operator!

Refunds and Credit Policies

If a student sustains an injury that does not permit them to participate over an extended period of time, a credit will be issued from that point forward on the provision of a Doctor's Certificate being presented. It is a health and safety requirement that we receive written medical clearance before the student can resume class/es. In some circumstances we may offer a refund but this will be at the owners discretion.

Aerial Dreaming Circus School reserves the right to cancel any event or class which does not meet the minimum enrolment requirement. If a class, workshop, event, course, or private lesson is cancelled by Aerial Dreaming Circus School, the fee for that event will be refunded, or a credit applied to your account.

Credits or Makeups will NOT be applied for missed classes due to, family holidays, or personal commitments.

If you are unwell or have an emergency, please touch base with our team so we can reschedule, our time is valuable as is yours, so let respect one another.

UPDATED :

AMENDMENT - terms and conditions

RE: COVID Absences

Please read through the following amendment RE COVID 19 absences for isolation periods. All students that must quarantine due to COVID 19, we are offering make up sessions. As there is a surge in cases locally, we want to remain open and operational. If you are required to isolate and can't make your classes that you are enrolled in excluding opens, we will have the following on offer:

Slot into another class for a makeup session – if space permits.

Come to our scheduled open sessions with a coach

Wait till the end of term and we will accommodate the makeups due to relevance.

Refunds will not be offered for any COVID 19 related absences, however if there are various attempts made to find a make-up session or class to no avail, then consideration will be taken for credits to be applied. If one of our coaches is positive to COVID-19 and must isolate and the class is canceled for that week, you will be given the following options.

Credit, Refund, Makeup – open session or class session

For the safety and privacy of all our students and coaches, please be respectful and let us know if you or your child have tested positive and are in isolation.

I would like to keep the communication open so that we are all in the loop, however, to also respect those that have been tested positive. Upon notification from a positive COVID 19 case, we will inform everyone within the related class and provide the time that the student was in the school, however we will not disclose names unless required and have been given permission prior.

We respect ALL our students and their privacy as well as the health and wellbeing of all who attend and our staff.

Thank you everyone for helping keep our school running as smooth as possible and working together to keep our community healthy and safe.

PLEASE bring a water bottle to class along with your towel each week ...

UPDATE TO REFUND/CREDIT AND MAKEUP POLICY : 24TH MARCH 2023

- YOU ARE ELIGIBLE TO **ONLY 2 MAKEUP SESSIONS CREDITS** PER TERM PROVIDED YOU HAVE GIVENT THE SCHOOL UP TO 8 HOURS PRIOR WARNING
- TO BE ELIGIBLE FOR ANY OF THE ABOVE YOUR **FEES MUST BE UP TO DATE**
- MAKEUPS DO NOT CARRY OVER TO THE FOLLOWING TERM

COSTS

Trial Classes \$33 each and run for 60 minutes. *If you are happy to commit, we will then subtract this payment from your term fees.*

Casual classes \$33 - *subject to availability*

Term Fee \$275 - *10 week term duration each year consists of 4 terms which coincide with the Queensland Education School Calendar*

Opens - \$11 per session - Must have done at one private and been accepted in opens or been enrolled in a term in classes.

Privates

\$88 per hour per person

\$55 per 30 mins per person

\$105 per hour per 2 persons

Any student with an overdue balance of more than 21 days will not be allowed into class until payment in full is received or payment arrangements have been made.

Due to limited class sizes, **full payment is required by the end of week 2 of classes.**

Please contact Aerial Dreaming Circus School admin to discuss, if you have any issues with your fees being paid on time.

Class Etiquette

***NO JEWELLERY** all on any apparatus no exceptions, if you can't remove it please tape it. You will need to pack yourself tape to do this.

***No food, drinks or chewing gum in in our training space**, however you are most encouraged to have healthy snacks and water which can be consumed in our designated eating area. Water bottle is accepted.

- * Students and parents/guardians MUST follow the safety rules and all safety directions from Instructors.
- * Students must stay off equipment until the instructor gives permission or direction.
- * Students are strictly prohibited from touching or changing any of the aerial or rigging equipment in the Studio.
- * Warm up is essential. Students must participate in the class warm up which is conducted prior to using the aerial equipment.
- * The instructor has the right and responsibility to modify or prohibit participation due to alcohol, or drug use, sleep deprivation, injury, illness and any other condition that hampers a student's ability to participate safely and responsibly in class.
- * During class students are expected to attend to the activity being always led by the instructor.
- * Students are expected to be respectful and encouraging to their peers and Instructor/s.
- * Students with injuries or illness should notify the instructor before class.
- * A student should not touch another student without permission.
- * If a student needs to leave early, we request they speak to the instructor before class and ask politely to be excused at the appropriate time.
- * To make the most out of your Aerial education, a respectful attitude and regular attendance is expected.
- * All children must be always accompanied by a parent/guardian unless they are in class.
- * Please try pick up children on time when classes finish. We cannot be responsible for your child after class. Please call staff if you are running late and need us to keep an eye on your child.
- * If you need to speak with an instructor during class hours, please call or email us to set up an appointment as we rarely have time between classes.
- * Students are required to arrive at least 5 minutes prior to class commencing. So as not to hold up the class.
- * Please follow all the relevant signage and do not park in the NO parking areas AT ALL. If there is not enough space, there is grass parking down the bottom, behind the sheds.

Termination of Enrolment

Aerial Dreaming Circus School requires 2 weeks' notice of departure via email to aerialdreaminggympie@gmail.com when a student is leaving the Studio.

Each term you/student will need to enrol in the following Term. You/students will get the release of the timetable prior to the rest of the community, it is up to you to re-enrol, or talk to one of the staff to help if needed.

Refunds or credits will not be given for class enrolment cancellation after week 5.

Photo Release & Agreement

I hereby give permission for Aerial Dreaming Circus School to photograph and/or film students while participating in classes, workshops, courses, rehearsals and/or performances for marketing, advertising and promotional purposes in either printed or digital format. Students or parents/guardians not wanting their child/self (18 years and under) photographed or filmed should contact aerialdreaminggympie@gmail.com Students and Parents are prohibited from recording or photographing anyone during classes, rehearsals, workshops or courses. If you wish to get a photo/video of your child, please consult with staff to arrange a suitable time and place so we can eliminate other students in the background. Any permissible photos/videos taken must not be posted to any form of Social Media without permission of Aerial Dreaming Circus School staff.

****** Please send an email to aerialdreaminggympie@gmail.com stating yours or yours Childs name if you wish to NOT be photographed. ******

Class Registration

Online Registration Form must be completed before students participate in any class/es. In order to submit an online Registration Form, the participant must read and agree to Aerial Dreaming Circus School's Policies. Parent/Guardians of students under the age of 18 will need to indicate they have read and accepted Aerial Dreaming Circus School's Policies. Trial classes are offered for the first week of the Aerial Dreaming Circus School term. Trial Classes are \$33 each and run for 60 minutes. If you are happy to commit, we will then subtract this payment from your term fees. Term fees are due end of week 2 of classes.