

## **Aerial Artistry Private Lesson Bookings Terms & Conditions**

**Please review these policies carefully as the following terms govern your payment and bookings for Private Lessons 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 private lesson at AAGC.

**PAYMENT AND REFUND POLICY** These terms set out your rights and obligations with respect to your payment and private lesson booking, including important limitations and conditions on your right to obtain a refund.

Your booking payment and or the acknowledgement of this agreement constitutes your agreement that these policies apply, so be certain you understand them before you book and pay for your private lesson.

**REFUNDS** Refunds will not be granted under any circumstances.

**CREDITS** In the event you are unable to attend your private lesson booking you must notify us more than 24 hours prior to your lesson via email or phone.

*Lessons cancelled more than 24 hours prior* will be 100% credited towards your next booking.  
*Lessons cancelled less than 24 hours prior and more than 6 hours prior* to your booking will be credited 50% towards your next booking.

*Lessons cancelled less than 6 hours prior* to your booking will be forfeited with no credit or refund available.

### **CANCELLATIONS AT THE DISCRETION OF AAGC**

**AAGC** reserves the right to change or cancel a booking up to and including the date of the booking in the event that an emergency situation arises. In the event of a booking being altered or cancelled, every effort will be made to avoid inconvenience by offering alternative booking dates or times. If we are unable to offer a suitable alternative in the immediate future, a credit valid for 12 months will be offered.

### **RELEASE AND WAIVER OF LIABILITY**

I understand, acknowledge and agree that Aerial 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 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 studio. I understand that any such non-compliance may result in injury of any kind whatsoever as a result of my failure to comply.

**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 Circus, without first obtaining the written permission of the AAGC proprietor.

**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 of 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 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 Circus and they do so at their own risk.

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.

