

Maui Aerial Arts Liability Waiver, Agreement, Release and Assumption of Risk

Student Name: _____ Age: _____

Parent/ Legal Guardian Name (If student is under 18): _____

Address: _____

Email: _____ Phone: _____

In consideration of the services of Maui Aerial Arts, their agents, owners, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "MAA"), I hereby agree to release, indemnify, and discharge MAA, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

I acknowledge that my participation in aerial arts, aerial silks, lyra, trapeze, rope and instruction activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: slips and falls; falling from equipment; rope burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards; strains, cuts, bruises, muscle soreness and fractures; musculoskeletal injuries including head, neck, and back; injuries to internal organs; the negligence of other people; my own physical condition; and the risk of emotional and psychological injuries or physical damage associated with this activity.

1. Furthermore, MAA employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless MAA from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of MAA's equipment or facilities, including any such claims which allege negligent acts or omissions of MAA.

4. Should MAA or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against MAA, I agree to do so solely in the state of Hawaii, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

Safety First Partnership Agreement and Assumption of Risk

Each time you are coming into our MAA, you agree to the following:

To the best of my knowledge, I/my child:

(Please initial)	
	<p>Have not shown symptoms of COVID-19 in the past 14 days. According to the Center for the Disease Control, below are symptoms:</p> <ul style="list-style-type: none"> ● Cough ● Shortness of breath or difficulty breathing ● Fever ● Chills ● Repeated shaking with chills ● Muscle pain ● Headache ● Sore throat ● New loss of taste or smell
	<p>Have not been in contact with anyone who has tested positive for COVID-19 or shown any of the above symptoms in the past 14 days.</p>
	<p>Have worn a protective mask when in public situations where social distancing is not consistently possible.</p>
	<p>Understand that I could be a carrier of COVID-19 and be asymptomatic.</p>
	<p>Understand that I could contract COVID-19 from an asymptomatic person at our facility or a contaminated surface.</p>
	<p>Am fully aware of the facility's safety procedures (posted on our studio wall) to prevent the spread of COVID-19 and will follow these procedures.</p>
	<p>Agree to inform the studio/school immediately if I have developed symptoms within a two week period of being in the studio, or if I have learned that I have been in direct contact with someone who has later tested positive for the coronavirus within the same two week period or traveled in the past 14 days.</p>
	<p>Understand that if I willfully and intentionally violate the stated hygiene rules in our facility, the facility has the right to suspend me without a refund.</p>
	<p>Agree to inform the studio/school immediately if I learn that any of the above information changes or I obtain new information.</p>

Cancellations and Refunds

If a client has purchased a package, there will be no refunds on unused classes. If a student or parent cancels within 24 hours, the student can attend a free open gym with a reservation. All private clients must cancel a lesson no less than 24 hours in advance or there will be a \$30 cancellation fee.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against TAS on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Participant's Name or Legal Guardian of Participant: _____

Signature of Participant / Legal Guardian: _____

Date: _____