

Katie Wright Productions trading as Skyhigh Circus Arts Terms and Conditions:

**Terms and Conditions of participation and enrolment**

**Declaration, warrant and waiver**

**"Services" means classes or activities provided by Skyhigh Circus Arts, including Circus Art Workshops, and those associated with or incidental to those classes and activities.**

**"Participant" a child participating in the services.**

**In consideration for, and as a condition of My Child's participation in the services, I:**

**1/ Understand that recreational activities (including circus activities) involve a risk of physical harm or personal injury including permanent disability and/or death to participants. Such injuries may result from participants' own actions and from the acts and omissions of others.**

**2/ Acknowledge the warning set out in paragraph 1 above and that the warning constitutes a risk warning;**

**3/ Warrant that My Child is medically fit (both physically and mentally) to participate in the services and has not been advised otherwise by a medical practitioner;**

**4/ Agree that I assume all risks in connection with My Child's participation in the services and activities and acknowledge that Skyhigh Circus Arts will not be liable for the breach of any express or implied warranty that services it provides will be provided with reasonable care and skill and that its equipment will be fit for purpose;**

**5/ Agree that My Child will abide by the rules and conditions in connection with the services including those in any literature or verbal or written instructions provided by Skyhigh Circus Arts, its employees, servants or agents;**

**6/ Acknowledge that My Child engage in the services recreational activity at his/her own risk and except to the extent that the law, including the Competition and Consumer Act 2010 (Cth), 'CCA', provides that liability cannot be extended, waive, release and discharge all and any claim, right or cause of action however arising including from any negligent act or omission**

of any person, whether or not presently ascertained, immediate, future or contingent, which My Child may otherwise have for or arising out of loss of my life or injury, damage or loss of any description whatsoever and howsoever caused which My Child may suffer or sustain in the course of or consequent upon My Child's participation in the services.

**7/ Acknowledge that to the maximum extent permitted by the CCA, Skyhigh Circus Arts excludes liability to My Child for:**

**i. death**

**ii. personal injury**

**iii. the contraction, aggravation, acceleration of a disease; and**

**iv. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual or community:**

**(ii) that is or may be harmful or disadvantageous to an individual or community; or**

**(iii) that may result in harm or disadvantage to an individual or community.**

**8/ Arising out of any failure by Skyhigh Circus Arts, its employees, servants or agents to comply with any consumer guarantees applying to the services.**

**To the maximum extent permitted by law, indemnify against any claim, right or cause of action howsoever arising including from any negligent act or omission of any person, whether or not presently ascertained, immediate, future or contingent which I may have for or arising out of loss of my life or injury, damage or loss of any description whatsoever and howsoever caused which My Child may suffer or sustain in the course of or consequent upon my participation in the services. Where Skyhigh Circus Arts liability cannot be excluded it limits its liability to the maximum extent that it is permitted by law to do so;**

**9/ Agree that the waiver, release and discharge contained in paragraph 6 may be pleaded as a complete bar to any claim, notice, demand, action, proceeding, litigation or judgment which has or may be brought or made or recovered against Skyhigh Circus Arts, its employees, servants or agents;**

**10/ If a participant suffers from an injury or illness requiring medical attention, Skyhigh Circus Arts will contact the ambulance service to provide treatment or convey the participant to hospital. Skyhigh Circus Arts will not**

meet the cost of the ambulance and any medical treatment required. I undertake to pay these expenses on behalf of My Child.

**I have read carefully and understand this declaration, warrant and waiver, and, having done so, I submit this voluntarily.**

**I've read the above and agree.**

#### **Assumption of Risk**

Skyhigh Circus Arts does not accept liability for death, personal injury (physical and mental) or for the contraction or aggravation of a disease where its services are rendered with due care and skill and its equipment is fit for purpose. Services provided by Skyhigh Circus Arts include classes or activities and those associated with or incidental to those activities.

If a participant suffers from an injury or illness requiring medical attention, Skyhigh Circus Arts will contact the ambulance service to provide treatment or convey the participant to hospital. Skyhigh Circus Arts will not meet the cost of the ambulance and any medical treatment required, which will be payable by the participant or their nominated parent/guardian.

**I've read the above and agree.**

#### **Declaration and Waiver - Insert your child's name in the below space:**

I warrant and certify that I am the parent or guardian of the child named who will be under 18 years of age on the date of the Services and he/she has my consent and is capable of participating in the Services. I confirm that I have read and understood the above declaration, warrant, waiver and release and that I agree, on behalf of My Child, to be bound by each of those conditions and having done so, I submit this voluntarily.

**I've read the above and agree.**

#### **Photography and Video**

I give my permission (as parent/caregiver) for my child/ren to be photographed or recorded on video by Skyhigh Circus Arts for promotional or archival purposes.

Photography and video recordings are NOT PERMITTED DURING CLASSES OR EVENTS BY PARENTS OR OTHERS.

**I've read the above and agree.**

## What To Wear

Please ensure that your child has a water bottle at the workshop.

Stretchy comfortable clothes (track pants, shorts, leggings and t-shirt).

NO denim or zips, skirts, belts, buckles.

Jewelry and watches to be removed or left at home.

Please tie back all hair long enough to swing in front of the face.

Flat and closed toe footwear is required for some skills such as uni cycle and hold on stilts.

Footwear is required when outside and when going to the toilet.

**I've read the above and agree.**

Skyhigh Circus Arts respects the rights, dignity and worth of others regardless of gender and sexuality, physical or mental ability, cultural background or religion, and expects that participants and parents follow this code of conduct.

Disruptive, rude and inappropriate behavior is not conducive to a positive learning environment and will not be tolerated; students and/or parents will be asked to take time out from class. In the event of this happening, no refund will be made.

**I've read the above and agree.**