



**RELEASE, WAIVER AND INDEMNIFICATION CONTRACT:  
PARENT'S PROMISES TO PENDULUM AERIAL ARTS**

I, \_\_\_\_\_, (parent/guardian of: \_\_\_\_\_) agree Pendulum Aerial Arts (herein referred to as PAA), its shareholders, owners, officers, directors, successors, personnel (employees and contractors) and agents shall not be liable for any harm my child may come to while on the premises, or for damage to their property. I hereby release them from any and all liability for such harm, except in cases of gross negligence or willful misconduct.

\_\_\_\_\_  
(Initial)

Further, PAA and all other persons listed above shall not be liable for any harm my child may come to, or any property loss that my child may incur, anywhere while using techniques learned in the gym. I hereby release them from any and all liability in cases of such harm also.

\_\_\_\_\_  
(Initial)

**I assume any and all risk of injury (serious or otherwise) for my child.**

I further agree that if someone else is harmed through my actions and blames PAA, its shareholders, owners, officers, directors, personnel (employees and contractors) and agents for this harm, I will indemnify, defend, and hold harmless these parties.

\_\_\_\_\_  
(Initial)

As a parent, I agree to hold harmless, and indemnify PAA, its shareholders, owners, officers, directors, personnel (employees and contractors), successors and agents from any and all harm. Further, I agree on my own behalf, that if any lawsuit is filed against PAA, its shareholders, owners, officers, directors, personnel (employees and contractors), successors or agents on account of my injuries or injuries to another on account of my actions, I will defend, indemnify, and hold harmless the aforementioned parties.

\_\_\_\_\_  
(Initial)

I have read the safety rules of PAA and we agree to abide by them. My child is in good health and has no physical or mental limitations that would preclude them careful and reasonably safe use of the gym.

\_\_\_\_\_  
(Initial)

In the event that my child is unable to attend class due to illness or other engagements no more than ONE make-up class will be provided by PAA per semester. These make-up classes will be available on Thursdays 6:00pm-8:30pm, and Saturdays 10:00am-12:30pm.

\_\_\_\_\_  
(Initial)

In the event that PAA should need to cancel a class due to weather or other engagements, a make-up class will be scheduled.

\_\_\_\_\_  
(Initial)

I agree to PAA's cancellation policy as follows. If a student withdraws from open aerial classes,

- more than one week prior to the start of class: Pendulum will either refund the tuition less a \$50 administrative fee OR issue a credit for future classes for up to one year from the date of issue.
- within one week of the start of class: Pendulum will issue a credit for future classes.
- after one class: Pendulum will issue a credit minus the cost of the first class.
- after two or more classes: Pendulum will be unable to issue a refund or credit.

Summer Intensive and Guest Artist Workshops: Tuition is non-refundable unless cancellation is due to medical reasons.

\_\_\_\_\_  
(Initial)

I agree that while my child is enrolled in PAA's education program they will not take aerial or circus arts classes with any other organization within the state of Oregon.

\_\_\_\_\_  
(Initial)

All PAA choreography taught during training remains the property of PAA. Student may not teach or perform PAA's choreography outside of PAA.

\_\_\_\_\_  
(Initial)

**I recognize that this is a contract. I have read it carefully and I sign it of my own free will. Signature of Parent or Guardian if aerialist is under 18 years of age:**

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

Parent or Guardian's Printed Name: \_\_\_\_\_

Student Name: \_\_\_\_\_