

Thanks for signing up for the Intro to Aerial Silks class. All new students (or their parent/guardian) must sign the documents attached:

- (1) Participation Agreement, Release and Assumption of Risk
- (2) Safety First Partnership Agreement and Assumption of Risk

You can reply to the email reminder with signed documents OR bring to studio.

Arrive on time - come at least 15 minutes before class starts

What do I wear? How do I prepare for class?

- BRING water bottle and towel. We recommend yoga mat for floor work though it's optional.
- TRIM your fingernails & toenails! Long nails can snag on our silks and create problems with grip
- Wear tops that are secure, and that can be tucked in. No crop tops!
- Be aware of holes or sheer fabrics near the crotch of pants (this happens more often than you think, so check out your pants/shorts)
- Wear leggings for coverage, modesty, and protection from potential fabric. Be sure your pants have a secure waist – loose waistbands may get pulled off by the fabrics. If you wish, you may wear shorts over leggings as appropriate. DO NOT wear shorts WITHOUT leggings or tights underneath!
- NO ZIPPERS PLEASE! Wear clothing without metal parts e.g. zippers or belts, as it may cause damage to your equipment-especially in aerial silks. Additionally, they can get stuck and cause injuries.
- Remove all jewelry. Anything that cannot be removed must be covered with band-aids or athletic tape.

Check in process & FYIs:

- Upon entering the Impact, wash your hands before stepping onto the floor and after your class.
- Hand sanitizers and sanitizing wipes are available throughout the studio and at check-in.
- To keep our floors as clean as possible, shoes will no longer be allowed on the studio floor.

How to get to the studio

Some of our clients that come for the first time have a hard time locating us using GPS -- We are located at IMPACT! Kickboxing Fitness - 836 Brittan Avenue SAN CARLOS, CA 94070 behind the A-3 Tile and directly across the street from REI SAN CARLOS.

Need to Reschedule?

If you cannot attend, you must notify us 48 hours before the schedule class date or there will be no refund. This class is for students 12 and up - NO EXCEPTIONS

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

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

1. I acknowledge that my participation in aerial arts training 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; transmissible pathogen or disease; the negligence of other participants or persons who may be present; my own physical condition; and the risk of emotional and psychological injuries or physical damage associated with this activity.

Furthermore, IMPACT personnel have a difficult job to perform. They seek safety but are not infallible. They might be unaware of a participant's fitness or abilities. 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 IMPACT 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 IMPACT's equipment or facilities, **including any such claims which allege negligent acts or omissions of IMPACT.**
4. Should IMPACT 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 IMPACT, I agree to do so solely in the state of California, 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.
7. The undersigned waives the protection afforded by any statute or law in jurisdiction whose purpose, substance, cause and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing this release. This means, in part, that the undersigned is releasing unknown future claims and specifically waives the provisions of California Civil Code Section 1542 which provides: A general release does not extend to claims that the creditor or releasing party does not know or suspect exist in his or her favor at the time of the executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

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 IMPACT on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at IMPACT. 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.

Print Name _____ DOB _____ Phone Number _____

Address _____ City _____

State _____ Zip _____ Email _____

Signature of Participant _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of the following minor(s): (print name(s) and DOB(s)) _____

being permitted by AATBNS to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless. AATBNS from any and all claims which are brought by, or on behalf of minor(s), and which are in any way connected with such use or participation by minor(s).

Parent or Guardian: _____ Print Name: _____ Date: _____



Safety First Partnership Agreement and Assumption of Risk

The Safety First Partnership Agreement is between **Impact! Kickboxing Fitness** and _____ (member) and their parent(s)/legal guardian(s) and their family. Each time you are coming into our Impact! Kickboxing Fitness, you agree to the following. To the best of my knowledge, I and/or my child:

**INITIAL
BELOW**

_____ Have not shown symptoms of COVID-19 in the past 14 days such as:

- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

_____ 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.

_____ Have worn a protective mask when in public situations where social distancing is not consistently possible.

_____ Understand that I could be a carrier of COVID-19 and be asymptomatic.

_____ Understand that I could contract COVID-19 from an asymptomatic person at our facility or a contaminated surface.

_____ Am fully aware of the facility's safety procedures to prevent the spread of COVID-19 and will follow these procedures.

_____ 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

_____ 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.

_____ Agree to inform the studio/school immediately if I learn that any of the above information changes or I obtain new information.

Participant Signature: _____ Date: _____

Signature of Parent/Guardian _____ Date: _____

Print Parent/Guardian Name: _____