

**OVERHEAD ARTS
EMERGENCY CONTACT FORM**

Date:

Student Name: _____

Birth Date: _____

Physical Address: _____

City: _____

State: _____

Zip: _____

Local Phone: _____

Cell Phone: _____

Email (Required): _____

Would you like to be added to Overhead Arts' e-newsletter list to receive announcements about schedule changes, specials, workshops and other important info? Yes No

Photo Release Information:

I, _____ grant permission and consent to Overhead Arts for the use of photographs taken of,
 Myself
 My child: _____

For presentation under any legal condition including but not limited to: Publicity, copyright purposes, illustration, advertising, and web content. All images will be stored in a secure location and only authorized staff will have access to them. Images will be kept until they are no longer are relevant and after that time will be destroyed or archived.

I understand that there will be no payment or royalties for use of these photos.

I understand that I may revoke this authorization at any time by notifying Overhead Arts in writing. The revocation will not affect any actions taken before receipt of this written notification.

Releaser's Signature _____ Date _____

Credit Card Authorization:

At Overhead Arts, we require keeping an active credit or debit card on file as a convenient method of payment for services. Your credit card information is kept confidential and secure. Your card will only be charged if your account has had an outstanding balance for 30 days or more. (Payment plans available upon request.)

I authorize Overhead Arts to charge services to the following credit or debit card:

Credit Card Number _____
Expiration Date (MM/YY) _____ / _____ Billing Zip Code _____
Cardholder Name _____
Signature _____

I (we), the undersigned, authorize and request Overhead Arts to charge my credit card, indicated above, for balances due for services rendered.

- This authorization relates to all payments for services provided to me/my child by Overhead Arts.
- This authorization will remain in effect until I (we) cancel this authorization.
- To cancel, I (we) must give a 30-day notification to Overhead Arts in writing and the account must be in good standing.
- I understand that any amount owed at the time of cancellation will be charged to this account.

Signature of Card Holder: _____ Date: _____

In Case of an Emergency, Please Contact:

Name: _____ Relationship: _____

Work Phone: _____ Home: _____ Cell: _____

Address: _____

City: _____ State: _____ Zip: _____

Parent or Legal Guardian:

Parent / Guardian: _____

Address: _____

City: _____ State: _____ Zip: _____

Work Phone: _____ Home: _____ Cell: _____

Medical Release Information:

Please list any medical or behavioral conditions Overhead Arts staff should be aware of, including any requiring maintenance or medication (i.e. Diabetic, Asthma, Seizures).

<u>Condition</u>	<u>Required treatment</u>	<u>Should paramedic be called?</u>
_____	_____	Yes/No
_____	_____	Yes/No
_____	_____	Yes/No

Additional comments:

I understand that I will be notified in the case of a medical emergency involving my child. If I cannot be reached, I authorize the calling of a doctor and the providing of necessary medical services in the event my child is injured or becomes ill.

Parent's/Guardian's Initials _____

I understand that Overhead Arts will not be responsible for the medical expenses incurred, but that such expenses will be my responsibility as parent/guardian.

Parent's/Guardian's Initials _____

I have read and agreed to Overhead Arts' class policies:

Signature: _____

Print Name: _____ Date: _____

This Information Is to Be Filed in the Student's Record and Used Only for Emergencies

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Overhead Arts, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "OA"), I hereby agree to release, indemnify, and discharge OA, 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 circus arts training and instruction, including aerial arts, static trapeze, and other various disciplines 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; the negligence of other participants, or other persons who may be present; my own physical condition; and the risk of emotional and psychological injuries or physical damage associated with this activity. Traveling to and from shows, meets and exhibitions raises the possibility of any manner of transportation accidents. In any event, if your child is injured, your child may require medical assistance, at your own expense.

Furthermore, OA 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 OA 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 OA 's equipment or facilities, **including any such claims which allege negligent acts or omissions of OA.**
4. Should OA 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 OA, I agree to do so solely in the state of Massachusetts, 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.

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 OA 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.

Signature of Participant _____ Print Name _____

Address _____

Phone _____ Date _____

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

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

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

Overhead Arts Class Policies



Skill Progressions

Skills will be presented in a sequential manner designed to help you build fundamentals including strength, flexibility and basic vocabulary. Please do not attempt tricks that the instructor hasn't introduced you to formally even if you see someone else practicing that trick.

Instruction and Spotting

Students should refrain from teaching or spotting other students in the class. Although it is tempting to sometimes explain tricks especially when you feel confident, it presents both a serious safety issue for you and the other people in class and also a liability issue for the instructor and studio. Please only advise each other to consult the teacher when trying a new trick or when instruction or spotting is necessary. **ASK FOR A SPOT!**

Class Attire

Please wear close fitting clothes that are comfortable to move in. Tights or leggings that go down to mid-calf are ideal. Wearing/bringing layers that cover the midriff and underarms will help prevent fabric abrasions. Please remove all jewelry, buckles, gum, etc. before class. Extra accessories can lead to injuries and damage the equipment.

Thank you!

Strength, flexibility, creative movement.

TERESA KOCHIS
AERIAL PERFORMANCE
& INSTRUCTION

123 SAWYER STREET
UNIT #1
NEW BEDFORD, MA 02746

T 508.990.0548
E INFO@OVERHEADARTS.COM
W WWW.OVERHEADARTS.COM

Overhead Arts Registration Policies



Drop-In Attendance

Students may drop into classes for the first two weeks of the session as a trial period. After the trial period, students are required to register for a weekly class session or schedule a private lesson. Ongoing drop-in attendance is permitted only for Conditioning & Flexibility classes. Any other exceptions to this rule require clear permission from the studio.

Partial Enrollment

The studio will prorate session enrollment for up to 3 classes that a student anticipates missing. Students must make arrangements for partial enrollment with the studio prior to registering for the session.

Make-Ups

Session students are allowed up to two make-ups for missed classes. Students can make-up missed classes by 1) attending another weekly class of equivalent or less advanced level or 2) attending an Open Workout free of charge. Make-up classes must take place before the end of the session. Make-ups do not transfer to the next session.

Cancellations & Withdrawals

A minimum of 24 hours notice is required for all cancellations in order to receive a refund. With at least 24 hours notice, the studio will refund registration fees for sessions, workshops and private lessons at 100% minus a 10% administrative fee. After this time, no refunds are available except for health and injury related withdrawals. No-shows are non-refundable. Cancellations made by the studio will be refunded at 100% or credited to the student's account.

Minimum Enrollment

Classes and workshops require a minimum enrollment of 3 students to run. Classes with low enrollment may be canceled. Students are eligible for reimbursement or studio credit for canceled classes.

Adult & Youth Class Distinction

Adult classes are recommended for students ages 16+. Younger students are eligible to attend adult classes with permission from the instructor and at the adult class rate.

Thank you!

Strength, flexibility, creative movement.

TERESA KOCHIS
AERIAL PERFORMANCE
& INSTRUCTION

123 SAWYER STREET
UNIT #1
NEW BEDFORD, MA 02746

T 508.990.0548
E INFO@OVERHEADARTS.COM
W WWW.OVERHEADARTS.COM

Overhead Arts Payment Policies



Payment Deadlines

Payment is due in full at time of class/workshop.

Forms of Payment

We accept cash, credit cards and checks for payment. In the event of bounced checks, fees will be applied to the student's account.

Payment Plans

In special cases, the studio will allow payment plans for session enrollment. In these cases, 1/2 of the session cost is due at the start of the session. The remainder is due by the mid-point of the session.

Credit Card Policy

All students are required to have an active credit card on file. After reasonable attempts to reach students about missed or late payments, the studio will charge the remaining balance to the card on file.

Thank you!

Strength, flexibility, creative movement.

TERESA KOCHIS
AERIAL PERFORMANCE
& INSTRUCTION

123 SAWYER STREET
UNIT #1
NEW BEDFORD, MA 02746

T 508.990.0548
E INFO@OVERHEADARTS.COM
W WWW.OVERHEADARTS.COM