

# Aerial Academics

Mulder, ter Vrugte  
IBAN NL62 INGB 0653 6141 01  
KvK number 69351856

## Terms and Agreements

**The participant:** the human body that (with or without membership) participates in the activities from Aerial Academics.

### Article 1: Membership - application

- 1.1 Upon payment, the participant is expected to be aware of the terms and conditions of Aerial Academics.
- 1.2 As a rule, the membership starts at the 1<sup>st</sup> of the month (also see Article 2 & 4).
- 1.3 In addition to the monthly membership fee, a sign-up fee of €25,- is charged for the first month at the *start* of the membership, or upon *resumption* after a break.

### Article 2: Membership - installments and payment

- 2.1 The membership at Aerial Academics starts at the 1<sup>st</sup> of a month and is always for the length of one month.
- 2.2 Payment is only possible in installments of one month.
- 2.3 All payments are to be completed in advance and should be received by Aerial Academics before the 1st of the month (NL62 INGB 0653 6141 01 in name of Mulder, ter Vrugte).
- 2.4 If payment is not received before the 1st of the month, Aerial Academics assumes that the membership has been terminated and article 1.3 (surcharge of €25,-) applies when resuming/continuing.
- 2.5 Aerial Academics reserves the right to change rates in the interim.

### Article 3: Membership - training and closure

- 3.1 Aerial Academics reserves the right to change the times, place, and schedule of the activities.
- 3.2 Aerial Academics is entitled to cancel regular lessons during (national) holidays.
- 3.3 For four weeks a year, there are no classes (2 weeks around Christmas/New Year, 1 week in the spring, 1 week in the fall). This is discounted in the monthly contribution and therefore does not lead to compensation/refunds.

### Article 4: Membership - termination

- 4.1 The membership can only be terminated from the 1<sup>st</sup> of a following month.
- 4.2 Aerial Academics does not use a term of notice for termination, however, we do appreciate timely notice.
- 4.3 Aerial Academics reserves the right to terminate a membership without refund when a member commits a serious or repeated violation of the rules and regulations or other unacceptable behaviour.
- 4.4 Lesson credits which are only reserved for members of Aerial Academics is personal and loses its validity when the membership is terminated. This does not lead to a refund or compensation.

### Article 5: Overige opties voor deelname - betaling

- 5.1 Upon payment, the participant is expected to be aware of the terms and conditions of Aerial Academics.
- 5.2 All amounts are due and payable in advance and should be received by Aerial Academics before the start of the activity, within the specified period.
- 5.3 If the payment is not received before the start of the activity, Aerial Academics is entitled to exclude the participant from participation.

### Article 6: Absence or cancel/terminate participation

- 6.1 Aerial Academics does not offer possibilities to make up for missed classes or activities.
- 6.2 In the event of non-participation or termination due to causes that are not attributable to Aerial Academics, the participant is *not* entitled to a refund of payments or compensation.
- 6.3 In the event of long-term absence, cessation or termination of participation in the activities due to holidays, injuries, or causes that are not attributable to Aerial Academics, the participant is not entitled to a refund of payments or compensation.
- 6.4 Aerial Academics reserves the right to terminate the participation to any activity without refund when a participant commits a serious or repeated violation of the rules and regulations or other unacceptable behaviour.

### Article 7: Risks and liability

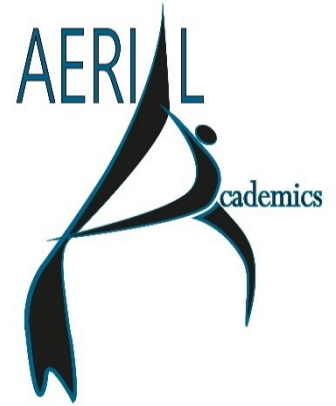
- 7.1 The usage of Aerial Academics equipment is at the risk of the participant.
- 7.2 Following a lesson or workshop at Aerial Academics is always voluntarily and completely at the risk of the participant.
- 7.3 Aerial Academics cannot be held responsible for any injuries.
- 7.4 Aerial Academics does not accept any liability for material or immaterial damage as a result of an accident or injury.
- 7.5 Aerial Academics does not accept any liability for damage, loss or theft of properties of the participant.
- 7.6 Participants of activities at Aerial Academics are expected to be in a good physical condition. And do not use medication that could limit the participation to the activities or increase health risk.
- 7.7 The participant is responsible to seek and pursue medical advice when applicable and for informing Aerial Academics in a timely manner with regard to medical indications, received advice and/or medication.
- 7.8 Aerial Academics is entitled to exclude the participant from participation if Aerial Academics has reasons to assume that participation is at an increased health risk.
- 7.9 Participants are expected to insure themselves sufficiently for practicing sports with an increased risk, such as aerial silk or other forms of aerial acrobatics.
- 7.10 Participants release, discharge, and agree to indemnify and hold harmless Aerial Academics from any and all claims or causes of action that are in any way connected to their participation in the activity at Aerial Academics.

### Article 8: Huisregels en privacy

- 8.1 The participant is deemed to be aware of the rules and regulations of Aerial Academics and the rules of the location where the activities of Aerial Academics take place, and to comply with these.
- 8.2 Aerial Academics is entitled to make and use imagery of the activities for marketing purposes. Participant scan object to this at any time (in writing). As long as no objection is made, Aerial Academics assumes that the imagery can be used.
- 8.3 Personal data is treated confidentially at all times.

### Article 9: Application of law

- 9.1 On these terms and conditions and all other conditions of Aerial Academics exclusively the Dutch law applies.
- 9.2 All disputes arising on the basis of the agreements between the participant and Aerial Academics shall be settled in the district where Aerial Academics is based.
- 9.3 By enrolment to an activity of Aerial Academics participants declare to agree with the terms and conditions and rules and regulations of Aerial Academics.



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# Rules and regulations

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## Welcome to Aerial Academics!

The general rules which apply to lessons and workshops followed at Aerial Academics are listed below.

- **Payment.** Your payment needs to be completed in advance and should be on the Aerial Academics bank account on the 1<sup>st</sup> of the month (also check the general terms and agreements).
- **Presence.**
  - We would like to see participants of classes or workshops 5 – 10 minutes prior to the start of the activity. Please, do not come too late or too early.
  - In case of a weekly training, it is not obligatory to inform us when you cannot make it to the lesson. However, we do appreciate it if you can inform us prior to the lesson.
- **Safety.** Aerial silk is a sport which carries a series of risks, but you can limit these. In order to do so we have set up a series of rules.
  1. No student teaches other students new tricks.
  2. You wear tight-fitting clothing which cannot get tied up in the fabric during tricks and drops.
  3. Do not wear any jewelery which can get stuck in the fabric or can damage it.
  4. If you take medication or if you are injured, be aware of your limitations and inform the supervising instructor prior to the lesson or workshop.
  5. There is risk attached to performing tricks high in the air as well as too low to the ground. When you are in doubt whether you are at the right high to perform a certain trick, always ask advice of the supervising instructor.
  6. Although falling carries a straight forward risk, getting tied up at height can be dangerous as well. Hence, we ask you to think about what you want to do and how you need to do it before climbing up.
  7. If you are not sure how to perform a move or drop in the right way, always make sure that somebody is watching. In case of doubt, ask the supervising instructor to watch while you perform your move or drop.
  8. Are you in doubt whether you wrapped the fabric in the right way, do not proceed any further. Slowly come out of the position and start over.
  9. Never do something completely alone. Always make sure that somebody is watching your movements. In general, there are always more students at a single fabric, so keep an eye on each other.
  10. If you want to perform a trick that requires a mat, you are free to grab one. Do inform the supervising instructor and do not perform tricks that you are not familiar with.
- **Hygiene.** We do ask everybody who performs aerial silk in our fabric to make sure that you have an excellent hygiene. This means that you have showered on the day of your training and that you are wearing clean clothes. The reason for this is that we want to assure that everybody can perform aerial silk with a clean fabric. However, washing the fabric reduces its sustainability and therefore safety, therefore we want to limit the amount of washes.
- **Social responsibility.** We practice this lovely sport together. Therefore, we ask everybody to treat each other with dignity and respect and to make sure that it is a nice experience for everybody. Do you feel that there are any problems regarding this, please report this to the supervising instructor.
- **Grip-aid usage.** Grip-aids offer the performer to gain more grip on the fabric. However, (excess) use will in time hamper the development of your grip and increase your dependency on them. In addition, transfer of the stuff affects the integrity of the fabric. Therefore, *Aerial Academics encourages members to limit their use of grip-aids.*