

## Liability waiver & Photo release

On joining us at Stiklings you agree to the following liability waiver & Photo release:

In consideration of the services of Stiklings, 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 "Stiklings C.I.C."), I hereby agree to release, indemnify, and discharge Stiklings C.I.C., on behalf of myself, my partner, my children, my parents, my heirs, assigns, personal representative and estate as follows.

I acknowledge that my participation in circus arts, aerial arts, aerial silks, flexibility, strengthening, fortitude training, aerial yoga, yoga, pilates, floor-based or airborne acrobatic training, jumping, trampoline activities, handstands, hand balance, contortion and all prop-based/flow art skill manipulations (such as, staff/poi/diablo/hula hoop and similar) instruction activities and aerial disciplines (including but not limited to: trapeze, lyra/aerial hoop, corde lisse/aerial rope, flying trapeze, aerial hammock, silks, flying pole, Chinese pole) 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 jeopardising 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 to head, neck, and back; injuries to internal organs; the negligence of other people; the user's own physical condition; and the risk of emotional and psychological injuries or physical damage associated with this activity.

In any event, if you or your child is injured, any medical assistance will be at your own expense.

Furthermore, Stiklings C.I.C. employees have difficult jobs to perform.

- ★ They seek safety, but they are not infallible.
- ★ They seek to know you but might be unaware of a participant's fitness or abilities.
- ★ They might misjudge environmental conditions.
- ★ They may give incomplete warnings or instructions, and the equipment being used might malfunction.

By attending any Stiklings C.I.C. classes, sessions, courses or workshops, you immediately agree to the following terms;

- ★ 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.
- ★ I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Stiklings C.I.C. from any and all claims, demands, or causes of action, that are in any way connected with my participation in this activity or my use of

Stiklings C.I.C.'s equipment or facilities, including any such claims that allege negligent acts or omissions of Stiklings C.I.C.

- ★ Should Stiklings C.I.C. or anyone acting on their behalf, be required to incur legal fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- ★ I agree to bear the costs of any injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have. As a social enterprise, Stiklings C.I.C. holds insurance with 'First Act Insurance'. Meanwhile, all instructors are insured for public liability. However, this does not hold Stiklings C.I.C. accountable or liable for any acts of negligence, indecent behaviour or non compliance from clients in association with the instructors and against compliance of the Stiklings C.I.C. rules and waiver.
- ★ 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 accepting the terms of 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 Stiklings C.I.C. 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.

## Digital Media Consent Form

For use of digital media (photographs, videos, etc.) of children, adults and vulnerable people.

Stiklings C.I.C. takes the safeguarding of all of its learners very seriously and protects the privacy of its students and will never disclose any personal information. This form is for the purpose of any media inclusion specifically relating to Stiklings C.I.C..

Occasionally, we take photographs and videos during our projects. We may use these images on our website, social media, printed publications, and fundraising materials. We may also make video and audio recordings for the above purposes or other educational use. We will only ever use this media in a responsible and appropriate manner.

To comply with the Data Protection Act 1998, we need your permission before we can photograph or make any video recordings.

I hereby give Stiklings C.I.C. permission to use any still and/or moving imagery, video footage, photographs, and audio footage depicting the individual named below for the following uses:

- ★ Fundraising
- ★ Website and Social Media
- ★ Teaching and training purposes
- ★ Printed publications, e.g flyers/posters etc.