**AERIAL ART HOUSE – Liability waiver**

**Safety for everyone**

We know this is a concerning time for everyone, including us. The phrase 'we are all in this together' is most apt right now. We all have a responsibility to look after our own hygiene and ensure we are taking care of ourselves, but as a business we are going to be making further improvements to our operations to provide you peace of mind.

To ensure maximum safety for our customers, we are following the guidance set out by the UK Government, the Scottish Government and Health Protection Scotland (HPS). We encourage everyone to read that guidance which can be found here: [www.nhsinform.scot/illnesses-and-conditions/infections-and-poisoning/coronavirus-covid-19](https://www.nhsinform.scot/illnesses-and-conditions/infections-and-poisoning/coronavirus-covid-19)

Following the advice from governments and public health bodies continues to be the most effective way for all of us to deal with coronavirus issues.

**What precautions does Aerial Art House take to prevent the spread of COVID-19?**

At Aerial Art House we have raised many of our procedures, beyond the protocols required by the authorities.

We have:

* Checked and disinfected all space including Aerial equipment and making sure that everything is clean and ready for people to use
* Updated Health and Safety policies. Available on our website: [www.aerialarthouse.com](http://www.aerialarthouse.com)
* Increased ventilation
* Invested money to buy a new apparatus and be able to quarantine aerial equipment for the advised 72 hours
* Prepared a Re – opening Road Map

We will:

* Clean and disinfect high touch points after every session.
* Take down aerial equipment after every use, swap it and put in quarantine for the advised 72 hours. If you are a professional, we suggest using your own equipment, AAH equipment will be available for use upon additional charge.
* Provide a rigging service for individuals with their own equipment. Please don`t climb on other equipment or use the ladder without a permission

By signing in this document, I confirm that:

* Me and my kids (if they also want to attend this venue) are in good health and have had no known exposure to COVID 19 and no symptoms of COVID 19 including: **a high temperature** – this means you feel hot to touch on your chest or back (you do not need to measure your temperature), **a new, continuous cough** – this means coughing a lot for more than an hour, or 3 or more coughing episodes in 24 hours (if you usually have a cough, it may be worse than usual), **a loss or change to your sense of smell or taste** – this means you've noticed you cannot smell or taste anything, or things smell or taste different to normal for 14 days prior attending the facility. I acknowledge that if I believe I have had any exposure to COVID-19, I will immediately cease attendance at the facility until I can again warrant that I have had no known exposure for the 14 day period and alert the facility if I have been on the premises since my exposure.
* I am aware that The Centre is making its best efforts to reduce the risk of transmission of COVID-19. But the safety of the community is in the hands of every one of us. I expressly agree and promise to abide by the safety precautions stated above and contained in our Road Map 2020 document.
* I am aware that training during and after the COVID-19 pandemic involves certain inherent risks, dangers and hazards, which can result in serious infection, personal injury or death. I further acknowledge, understand, appreciate, and agree that my participation may result in possible exposure to and illness from COVID-19. While protocols and personal discipline may reduce this risk, the risk of serious injury, illness, and even death is not possible to fully mitigate.
* I hereby freely agree, to assume and accept all known and unknown risks of exposure to COVID-19, even arising from the negligence of the releasees or others and assume full responsibility for my participation. I further recognize and acknowledge that the risks inherent in training can be greatly reduced by: abiding the rules stated in our Road Map 2020 document.
* I hereby waive, release, and discharge all claims that I have or may have in the future, and covenant not to sue your business, its administrators, directors, agents, officers, volunteers, employees, contractors, other participants, any sponsors, advertisers, owners, and lessors of the premises on which the activity takes place (each considered one of the "releasees" herein) from all liability, claims, demands, losses, damages, on my account caused or alleged to be caused in whole or in part by the negligence of the releasees or otherwise, including negligent rescue operations.
* I further agree that if, despite this release, waiver of liability, and assumption of risk, I or anyone on my behalf makes a claim against any of the releasees, I will indemnify, defend, and hold harmless each of the releasees from any loss, liability, damage, or cost, including attorneys' fees, which any of the aforementioned may incur as a result of such a claim.
* I accept for use as-is the equipment to be used in activities governed by this agreement
* I have read this Agreement and I fully understand its terms. I understand that I am giving up substantial rights, including my right to sue the facility and its staff for injuries resulting from the inherent risks of training during and after the COVID-19 pandemic, and the ordinary negligence of the facility and staff. I further acknowledge that I am signing this agreement freely and voluntarily, without inducement or assurance of any nature, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by the laws of Scottish Government.
* This Agreement may not be changed orally, and no modification, amendment or waiver of any provision contained in this Agreement, or any future representation, promise or condition in connection with the subject matter of this Agreement shall be binding upon any party hereto unless made in writing and signed by both parties.
* In order to participate in classes or other events at the facility, the undersigned accepts the entire agreement. No written modification or strike-out of the originally typed agreement shall be effective unless signed by both parties.
* I agree that if any portion of this Agreement is held to be invalid, that portion shall be severable, and the remaining agreement shall continue to have full force and effect.
* In the event of my death or incapacity, this Agreement shall be effective and binding upon my heirs, estate, next of kin, executors, administrators, assigns and representatives.

All reasonable precautions have been and will be taken by Aerial Art House to prevent the spread of COVID-19.

**YOU**

Full Name: Signature:

Email address: Date:

Phone number:

**NEXT OF KIN**
Full name:
Email Address:

Phone number: