

SAVANT Company

Barfusstrasse 18, 13349 Berlin, mail@q-space.berlin

1. General

The following conditions apply to the lessons given by SAVANT Company, Barfusstrasse 18, 13349 Berlin, mail@q-space.berlin, only.

The student declares that they have been informed of the general conditions of instruction and fully agree with them. Verbal side agreements, changes and additions must be made in writing.

This written form clause can also be changed or canceled only in writing, legal invalidity of individual contract parts does not affect the validity of the remaining contract parts.

2. Contract period and termination

The lesson contract is for a minimum term of 3 months.

The notice period is 3 months to the end of the contract period.

After the end of the basic term of 3 months, the contract is extended automatically for an indefinite period.

The contract can then be terminated at any time with a period of 3 months to the end of the month.

The right to extraordinary termination for cause remains unaffected. A termination requires the text form and can be made in writing or by e-mail.

3. Holidays

The course fee is a monthly fee, which is to be paid with standing order wiretransfer or credit card, on the date of first class each month.

On public holidays of the country Berlin (bank holidays) class does not take place.

4. Absentie

If the student does not attend classes for reasons that are not the responsibility of the trainer, the agreed fee will nevertheless be due. If the trainer is prevented, she provides a substitute, so that lessons can still take place. Should the training be canceled by the trainer for other reasons, then these hours will be collected in an additional training.

5. By registering for a class with SAVANT Company, Barfusstrasse 18, 13349 Berlin, mail@q-space.berlin, the student agrees to the following:

1. I acknowledge that my participation in all circus, dance and aerial arts training and instruction with SAVANT Company, including aerial rope, aerial cloth, and other disciplines, involves known and unforeseen risks that may result in physical or mental injury, paralysis, death, or damage to myself, property, or third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential characteristics of the activity.

Risks include, but are not limited to: Slip and fall hazards, rope burns, bruises, abrasions, dislocations and impacts that may result in scrapes, bruises, sprains, lacerations, fractures, concussions or even serious life-threatening injuries, strains, sprains, cuts, sore muscles, musculoskeletal injuries including head, neck and back, internal organ injuries. Internal organ injuries, the negligence of others, my own physical condition, and the risk of emotional and psychological injury or physical harm associated with this activity.

In addition, the instructor strives for safety, but is not infallible. The instructor may give incomplete warnings or instructions, and the equipment used may fail.

2. I expressly agree and promise to accept and assume all risks associated with this activity and to indemnify the instructors for any injuries I may sustain while participating in these activities. My participation in this activity is purely voluntary and I choose to participate despite the risks.

(3) I certify that I have sufficient insurance to cover any injury or damage I may cause or sustain during my participation, or I agree to pay the cost of such injury or damage myself.

I have had ample opportunity to read this document in its entirety. I have read and understand it and agree to be bound by the terms and conditions contained herein.

(4) I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN THIS ACTIVITY OR EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

(5) I certify that I am physically fit, have sufficiently prepared or trained for participation in the activity or event, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity or event.

I certify that I am in good health and that I do not pose a health risk to the public.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity or event in which I may participate, and that it will govern my actions and responsibilities at said activity or event. In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

I HEREBY WAIVE, RELEASE, AND DISCHARGE SAVANT Company and all divisions thereof of any and all liability and responsibility for injuries, sickness, pandemics, accidents, natural disasters and/or acts of God incurred during participation in and/or instruction of camps, private lessons, or any activity I may participate.

I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: SAVANT Company and their employees, volunteers, or the activity or event holders, activity or event sponsors, activity or event volunteers.

I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this waiver, release and registration form from any and all liabilities or claims made as a result of participation in this activity or event, whether caused by the negligence of release or otherwise. The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I ACCEPT IT OF MY OWN FREE WILL.