

DANCECAPADE REQUIRED POLICY WAIVERS

Assumption of Risk

I understand that dance, Pilates, and/or tumbling instructions/performances/competitions may include, without limitation, dancing with props, stretching, barre work, across the floor combinations, choreography work, tumbling and other related activities. I further understand that if I and/or my child are participating in any or all the activities of dance, tumbling instructions, and/or subsequent performance/competitions such activities involve some degree of risk of strain or bodily injury. THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF HIS/HER SUCH PARTICIPATING CHILD, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE, AND AGREES TO INDEMNIFY AND HOLD HARMLESS Dancecapade, Inc. (hereinafter referred to as "Dancecapade") its owners, directors, officers, employees, renters, contractors, volunteers and agents from all liability to the undersigned or such participating children and all personal representatives, assigns, heirs, and next of kin of the undersigned or such participating children for any loss, liability, damages or costs they may incur, whether caused by the negligence, active or passive, or otherwise while the undersigned or any participating child is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with "Dancecapade" and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned or such participating children directly or indirectly, from the undersigned or such participating children whether caused by the negligence, active or passive, of "Dancecapade" or otherwise while the undersigned or such participating children are in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with "Dancecapade". The undersigned expressly and knowingly waives all rights under California law.

COVID-19 Assumption of Risk

The undersigned acknowledges that novel coronavirus ("COVID-19") and any relative variants have been confirmed throughout the United States, including Los Angeles County and California. The undersigned further acknowledges and agrees that, due to the nature of the facilities, services, and programs offered by the "Dancecapade", social distancing of 6 feet per person among children or their instructors in a child youth activity setting is not always possible. Dancecapade has implemented additional measures to provide a safe place to the best of our ability. Dancecapade cannot guarantee that your child(ren) will not become infected with COVID-19. The undersigned fully understands and appreciates both the known and potential dangers of utilizing the facilities, services, and programs of "Dancecapade" and acknowledges that use thereof by the undersigned and/or such participating child(ren) may result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death. The undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating child(ren) shall visit or utilize Dancecapade facilities, services, and programs of Dancecapade if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify "Dancecapade" immediately if he or she believes that any of the foregoing access/use restrictions may apply. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren), my family and I may be exposed to or infected by COVID-19 by attending Dancecapade and that such infection may result in injury, illness, permanent disability or death. I understand that the risk of becoming exposed or infected by COVID-19 at Dancecapade may result from the actions, omissions or negligence of myself, others, including but not limited to, Dancecapade owners, employees, volunteers, dancers and their families.

Release of Liability

I agree to release, waive, discharge and hold harmless Dancecapade, Inc. (also hereby referred to as "Dancecapade") from any and all liabilities, claims, losses, demands, or causes of action, except in the event of gross negligence by Dancecapade, that may arise from or be related to any loss, damage, accident, illness, or injury, including death, which may be sustained by Student or Student's personal property while participating in dance/Pilates training/tumbling instruction whether on the Dancecapade premises or off-the premises such as at Dancecapade performances, productions, dance recitals, competitions and/or any other event organized by Dancecapade. The undersigned agrees and acknowledges that voluntary use of Dancecapade's facilities and services, and participation in the "Dancecapade" programs, may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death or property damage. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such participating children due to negligence, active or passive, or otherwise while in, about or upon the premises of Dancecapade and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with "Dancecapade", the undersigned acknowledges that any illness or injuries that the undersigned or such participating children contract or sustain may be compounded by negligent first aid or emergency response of the RELEASEES and WAIVE any claim in respect thereof. THE UNDERSIGNED further expressly agrees that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the

County of Los Angeles and the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Medical Emergencies

Dancecapade does not carry medical insurance for its students. It is required that all students be covered by their own individual/family insurance policies and if injury occurs it is understood that the student's own policy is the only source of reimbursement. I hereby acknowledge that I have read the statements above and agree to the terms as stated herein. Consent to Medical Treatment of Minor: In checking the box, I, (Parent) give the Dancecapade staff permission treat a minor injury sustained by the student (minor child), or for any treatment which is deemed necessary by emergency medical personnel if called by the Dancecapade staff, if in the event of an accident or injury to a student (minor child) if Dancecapade is unable to reach me (Parent). I, Parent, hereby acknowledge that I have read the statement above and consent to the medical treatment of a minor. The undersigned agrees and acknowledges that use of "Dancecapade" facilities and services, and participation in the "Dancecapade" programs, may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death or property damage. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such participating children due to negligence, active or passive, or otherwise while in, about or upon the premises of the Dancecapade and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with "Dancecapade", the undersigned acknowledges that any illness or injuries that the undersigned or such participating children contract or sustain may be compounded by negligent first aid or emergency response of the RELEASEES and WAIVE any claim in respect thereof.

Photo/Video Release

I, the Student/Parent, understand Dancecapade may photograph/video the student (minor child) related to his/her training, performances and/or Dancecapade events and/or may post photos/videos which are of a promotional nature on the Dancecapade website or Dancecapade related social media accounts.

I hereby acknowledge that I have read the statement above and specifically authorize photography/video the student pertaining to the student's dance training/performances/events by Dancecapade and allow Dancecapade post any related photos/videos to social media accordingly.

I understand that if I do not wish for the student (minor child) to participate in any photography/videography pertaining to the student's training/performances/events by Dancecapade nor the posting of any related photos/videos to social media, that I must provide written notice to the Dancecapade administrative staff prior to enrolling the student in any classes or taking any classes at Dancecapade.

Payment /Cancellation Policy

I, the Student (adult) or Parent (of minor student) agree to be financially responsible for the payment of tuition due for enrollment and acknowledge I am financially responsible for any classes taken at Dancecapade by me and/or my child.

Monthly Tuition is due by the 7th of each month. Any late tuition payments made after the 15th of the month is subject to late fee of \$20. Proration of tuition is offered for months with 5 weeks or 3 weeks due to holiday closures. No makeup class is offered for our closure since tuition is prorated.

Session Tuition is offer to veteran students with additional discounts.

Private lesson requires a 12-hour cancellation policy to receive full credit. Full rate is charged if our front desk is not notified in case of absence.

Drop-In classes, privates, camps, intensives, annual showcase and competition teams require payment in full at the time of enrollment.

Cash, check, credit card and ZELLE are accepted.

To cancel enrollment, please email dancecapade@gmail.com by the 15th of the current month to cancel for the following month to avoid next month's billing.

No Refund of Tuitions. Tuition credits may be considered on a case-by-case basis in situations of serious injury or illness which mandates prolonged absence as substantiated by medical documentation.

Makeup Class Policy

Classes must be made up in the month that the class was missed if paid monthly plan.

Classes can be made up by end of the session if paid by the entire session.

No need to report absence to the front desk. However, please notify front desk when you are checking in for a makeup class. Dancer can make up any class that is age and level appropriate in any genre.

Proper dance attire and dance footwear are required for all makeup classes.

Studio Policies

Lobby: Please drop off and pick up dancer on-time. Supervision is not provided in the lobby or common areas. Dancecapade is not responsible for students who exit the facility without parent supervision.

Parking: Please drop off dancers at the front entrance and pick up at the side exit door for best traffic flow. Parking is available around our facility. No double parking at our front entrance. Safety first.

Dress Code: Specific dance attire and dance footwear are required. Dancer will not be allowed to take class if requirements are not met. Please refer to our website for details.

Food & Drink: Only water bottles are allowed in classrooms. Other food items must remain in our lobby or common areas.

Holiday Calendar: Please check our website for updated studio closed dates and events for each year.

Group Class Schedule: Subject to change without notice. Please refer to our website for the updated group class schedule.

Lost & Found: All personal items left at Dancecapade will be stored in the Lost & Found Basket. Please look for your lost items there. Unclaimed items will be donated to Goodwill at the end of each session. Dancecapade is not responsible for any lost items.

Dancecapade reserves the right to refuse service to any person.

I CERTIFY THAT I HAVE READ AND AGREED WITH THE ABOVE DANCECAPADE WAIVERS AND POLICIES...

PARTICIPANT NAME: _____

PARENT OR LEGAL GUARDIAN NAME: _____

PARENT OR LEGAL GUARDIAN SIGNATURE: _____

DATE: _____