

DANCEWORKS POLICIES

GENERAL

DanceWorks Performing Arts/Vancouver City Ballet and all holding companies provide services that require payments. DanceWorks Performing Arts/Vancouver City Ballet and all holding companies reserved the right to refuse services to anyone at their discretion.

PAYMENT POLICIES

Payments: By entering your credit card details into the online parent portal system known as 'DanceWorks/Akada Parent Portal' you are agreeing to the following terms and conditions including both recurring monthly payments and 30 day drop policy. I agree to give DanceWorks/Vancouver City Ballet 1-week's notice of any intent to change the date my information is to be run. I understand and agree that if I choose to change the date my information is run, that date cannot be changed again. DanceWorks Performing Arts, Vancouver City Ballet and all holding companies have my permission to run my account, including recurring, for the amount indicated above on the date indicated. Future recurring payments may be made against the credit card provided without the presence of a) the card or b) the card holder and that payment may be made to the partner. - These payments will be made on the 1st or 15th of each billing cycle, selected by the customer. Any open charges may be run at any time if not specified. I understand that DanceWorks/Vancouver City Ballet requires a 30-day notice from the first day of the month of my intent to drop. I understand that if, for instance, I give DanceWorks/Vancouver City Ballet notice on September 18th, I will still be billed for the entirety of October, rather than only the first two weeks of October. Any extra unpaid charges will also run on the final month of billing. All recurring payments will be canceled there after. If you cancel your membership, the membership will remain active / valid until the end of the billing cycle / date on which the next payment is due, at which point your membership will end / become inactive. - Unless otherwise indicated or agreed with the partner, your payments are non-refundable. If you feel it is justified, you may request a refund from the partner, at whose sole discretion it is whether to provide one. - Any and all disputes

regarding payments, memberships, service provision and this agreement are between you and the partner. You completely absolve and indemnify the service provider (DanceWorks) for any responsibility regarding the provision of services, disputes, handling of payments, refunds, etc. that may result by entering into this agreement.

30-DAY DROP POLICY

At DanceWorks and Vancouver City Ballet, we require one-month (30 days) written notice of any customer's intent to drop classes. DanceWorks/Vancouver City Ballet will charge the customer tuition for the entirety of the month following the date notice to drop is given, regardless of how much of the month has gone by. For instance, if someone gave us notice to drop class on September 18, they would still be billed for the entirety of October, rather than only the first two weeks of October. This would be the same if they had dropped at any point during the month. By signing this form you agree to this policy, and give DanceWorks/Vancouver City Ballet your consent to charge you for any unpaid fees or tuition using the information we have on file after you have dropped. If you cancel your membership, the membership will remain active / valid until the end of the billing cycle / date on which the next payment is due, at which point your membership will end / become inactive.

LIABILITY/MEDICAL/VIRTUAL CLASS POLICY

I am the parent or legal guardian of a student, trying and or enrolling in a class (hereafter referred to as "Student") who is under the age of eighteen (18) years and who wishes to participate in dance instruction at DanceWorks Performing Arts (hereafter referred to as "DanceWorks"), 11005 NE Fourth Plain Road, Vancouver, WA 98662. I grant my Student's participation with the owner, employees, instructors, independent contractors, and choreographers associated with DanceWorks. DanceWorks/Vancouver City Ballet is not responsible for any unattended children under the age of 18 in the building.

DanceWorks is not liable for any physical injury suffered by students during any instruction and performances associated with DanceWorks. Families of students who are injured during any instruction and performances associated with DanceWorks are responsible for any and all medical-related bills from that injury. DanceWorks staff, faculty, volunteers, and contractors have the right to render first aid to students in the event of any injury or illness; if deemed necessary call a doctor and seek medical help, including transportation by DanceWorks staff member or representatives, whether paid or volunteer to any healthcare facility or hospital; call an ambulance for said injured student should the DanceWorks staff or representative deem it necessary. I acknowledge the contagious nature of COVID-19 and all other contagious diseases and viruses and voluntarily assume the risk that I/and or my children may be exposed to or infected by COVID-19 or all other contagious diseases or viruses by attending and participating and that such exposure or infection may result in personal injury, illness, permanent disability and death. I understand that the risk of becoming exposed to or infected by COVID-19 and other contagious diseases and viruses may result from the actions, omissions or negligence of myself and others, included, but not limited to, employees, volunteers and program participants and their families.

Emergency Closures - In the event of an emergency closure all classes will transition to online distance learning. No refunds or credits are given for missed regular classes. Students may make up any missed classes during the last two weeks in June or anytime of the year on Zoom. If the studio must cancel classes due to pandemics, severe weather, or events beyond our control such as power outages, we will switch to online classes which are billed at the full tuition rate.

Photo/Video Release/Electronic Authorization:

One of the most exciting tools in the fine arts is the capture of dancers in action on digital media.

Photographs and videos are often taken during DanceWorks classes, performances, competitions, activities, and Studio life at large. This media may be used in a publication, print ad, direct-mail, flyer, website, social and all digital platforms or other form of promotion for DanceWorks.

- I acknowledge the Studio's right to crop or treat the photographs at the Studio's discretion.
- I acknowledge that the Studio may choose not to use my photos at this time but may do so at a later date.
- I hereby waive any right to inspect or approve the finished product before publication.
- I understand that once my image is posted on the DanceWorks website, the images may be able to be downloaded by any computer. I agree to hold harmless DanceWorks.
- I understand that DanceWorks holds the protection of my child as the highest priority and at no time will my child's identity be disclosed in caption without written consent for the exact photo (for example: Performer of the Year, Jane Doe)
- I state further that I have read the above authorization, release, and agreement and am fully familiar with its contents. This release will supersede any previous releases on file.

I hereby grant DanceWorks permission to use my likeness, or that of my child, in photographs for the benefit of DanceWorks and/or Performance Companies.

Electronic Authorization: I agree to electronically sign to indicate my understanding of and agreement to and compliance with all DanceWorks/Vancouver City Ballet policies. I am at least 18 years of age. This Agreement is not transferable outside of Your Organization and must be agreed to by the person authorized on the Brushfire account (You), by checking "I accept these terms" when You create Your Organization's account. You also guarantee and warrant that You are the legal account holder for this credit card or checking account, and that You are legally authorized to enter into this recurring billing agreement with DanceWorks Performing Arts/Vancouver City Ballet and all holding companies. You agree to indemnify, defend and hold DanceWorks Performing Arts/Vancouver City Ballet and all holding companies harmless, against any liability pursuant to this authorization. You also agree that You will not dispute any charges from DanceWorks Performing Arts/Vancouver City Ballet and all holding companies unless You have already attempted to rectify the situation directly with DanceWorks Performing Arts/Vancouver City Ballet and all holding companies and those attempts have failed. Lastly, You agree to all details of the plan You have selected and agree to be bound by those parameters.

I agree to electronically sign to indicate my understanding of and agreement to and compliance with DanceWorks Performing Arts/Vancouver City Ballet and all holding companies policies. I am at least 18 years of age.