

# DanceWorks

## School Policies

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### **PAYMENT/AUTO PAYMENT POLICIES**

DanceWorks Performing Arts and all holding companies provide services that require payments . DanceWorks Performing Arts and all holding companies reserved the right to refuse services to anyone at their discretion . Incidentals ie. tights, shoes etc can be run at any time 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 all fees owing are paid. Then your membership will end / become inactive.

I agree to follow this billing policy and give DanceWorks Performing Arts one-month (30 days) notice of my intent to unenroll my student from class.

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 the above 30 day drop policy. DanceWorks Performing Arts 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. Tuition 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. When all accounts are settled, recurring payments will be canceled thereafter. Unless otherwise indicated or agreed with the partner, all payments are non-refundable.

Customers can change their card on file at any time via their payment portal/Akada. It is required by DanceWorks and all holding companies for customers to have a working credit card on file at all times. If there were pending/failed charges on the old payment method, they will now be immediately charged to the new payment method. Customers cannot opt out of this at any time. 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.

Failed payments will be retried according to the following schedule at the beginning of each period: Five (5) days after first failure, five (5) days after the second failure, and then five (5) days after the third failure. If the automatic recurring payment is declined or fails for any reason on the fourth and final attempt, You and the Billing Contact will be contacted via email at the address provided for your organization and Your Organization's account will be paused so that no further activity or sales can occur from within DanceWorks. You may log in at any time prior to your account being deactivated to correct or change the payment information on the Organization Billing Page. Upon correcting the payment information, the previously failed payment amount will be re-attempted, but future Periodic billing dates will not change from their originally scheduled cycle.

By signing below, I agree to follow this payment policy above and all terms hearstated.

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### **30-DAY DROP POLICY**

At DanceWorks we require one-month (30 days) written notice of any customer's intent to drop classes . At DanceWorks, we require one-month (30 days) written notice of any customer's intent to drop classes . DanceWorks will charge the customer tuition for the entirety of the month following the date notice to drop is given. If the customer submits a drop notice before the 6th day of each calendar month, tuition will bill for that month. Anytime after the 6th day, tuition will be run immediately for the following month.

Example: Drop classes 1st- 6th of the month- the rest of the month must be paid.

Drop classes 6th-31st of the month, the following month must be paid.

DanceWorks 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. By signing this form below you agree to this policy, and give DanceWorks 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.

By signing below, I agree to follow this 30-day drop policy above and all terms hearstated.

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## **LIABILITY/MEDICAL RELEASE/PHOTO & DIGITAL MEDIA RELEASE**

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 is not responsible for any unattended children under the age of 18 in the building.

I understand and acknowledge that dance may cause physical injury (minimal, serious, catastrophic, and/or death). In consideration of DanceWorks allowing my student to participate in instruction and performances associated with DanceWorks, I hereby agree on behalf of myself and my student to indemnify DanceWorks, the owner, employees, instructors, independent contractors, and choreographers associated with DanceWorks, and to hold each of them harmless from any claim or demand on account of injury suffered by my child as a result of participation in instruction or performance, whether on DanceWorks' premises or elsewhere and whether or not caused by negligence of DanceWorks, its owner, employees, instructors, independent contractors, and choreographers.

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, including, but not limited to, employees, volunteers and program participants and their families.

I authorize DanceWorks, the owner, employees, instructors, independent contractors, and choreographers associated with DanceWorks to obtain necessary medical treatment of my Student and hereby, on my own behalf and that of my Student, release and hold harmless DanceWorks, the owner, employees, instructors, independent contractors, and choreographers associated with DanceWorks in the exercises of this authority. I further acknowledge and understand that I will be responsible for any and all medical and related bills that may be incurred on behalf of my Student for an injury that my Student may incur during instruction or performance. If your child or another individual fills out this form and/or signs on your behalf, you are liable as the legal guardian, for all waivers, registration forms, tuition charges, and any other provisions submitted.

We, the staff of DanceWorks, recognize our obligation to make our students and their parents aware of the risks and hazards associated with the sport of tumbling, acrobatics, and dance. Students may suffer injuries, possibly minor, serious, or catastrophic in nature. Tumbling, acrobatics, and dance can be dangerous and can lead to injury.

Parents should make their children aware of the possibility of injury and encourage their children to follow ALL the safety rules and the coaches' instructions. The parent should warn the student according to what the parent feels is appropriate. DanceWorks will only warn the child through "Safety Messages" and our teaching style and progressions.

DanceWorks, its coaches, and other staff members will not accept responsibility for injuries sustained by any student during the course of tumbling, acrobatics, dance instruction, open workout, or in the course of any exhibition or competition in which he or she may participate in the programs offered by DanceWorks.

I fully understand that DanceWorks staff members are not physicians or medical practitioners of any kind. With the above in mind, I hereby release the DanceWorks staff to:

1. Render first aid to my child in the event of any injury or illness and,
2. If deemed necessary by the DanceWorks staff, call a doctor and seek medical help, including transportation by a DanceWorks staff member and/or its representatives, whether paid or volunteer, to any healthcare facility or hospital, or

3. Call an ambulance for said student should the DanceWorks staff deem this to be necessary .

I also understand that it is the parents' responsibility to warn the child about the dangers of acrobatics and injury . I, my executors, or other representatives, waive and release all rights and claims for damages that I or my child may have against DanceWorks and/or its representatives whether paid or volunteer.

I, AS A PARTICIPANT OR PARENT/GUARDIAN OF SAID CHILD(REN) HEREBY ASSUME ALL OF THE RISKS OF MYSELF/MY CHILD(REN) PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THESE VIRTUAL DANCE/ACRO/YOGA/AERIAL CLASSES, 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 reigns as follows:

I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of myself, my child(ren), for my/my child(ren)'s death, disability, personal injury, or actions of any kind which may hereafter occur to myself/my child(ren) during VIRTUAL DANCE/ACRO/YOGA/AERIAL CLASSES BY THE FOLLOWING ENTITIES OR PERSONS: DanceWorks Performing Arts and/or their directors, employees, or volunteers. INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE THE FOLLOWING ENTITIES OR PERSONS: DanceWorks Performing Arts/or their directors, employees, or volunteers from any and all liabilities or claims made as a result of participation in VIRTUAL DANCE/ACRO/YOGA/AERIAL CLASSES, whether caused by the negligence of release or otherwise. I acknowledge that Dance Works Performing Arts and their directors , employees, and volunteers are NOT responsible for errors, omissions, acts, or failures to act of any party or entity conducting VIRTUAL DANCE/ACRO/YOGA/AERIAL CLASSES on their behalf. I acknowledge that this activity may involve injury. The risks include, but are not limited to, those caused by jumping, leaping, turning, stretching, or any DANCE/ACRO/YOGA/AERIAL movement, lack of hydration, improper DANCE/ACRO/YOGA/AERIAL floor, and actions of other people including, but not limited to, participants, and/or producers of the activity.

I hereby consent for myself / my child to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during VIRTUAL DANCE/ACRO/YOGA/AERIAL CLASSES.

I certify that I/my child(ren) are/is physically fit, has sufficiently prepared or trained for participation in VIRTUAL DANCE/ACRO/YOGA/AERIAL CLASSES, and has 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 child(ren)'s participation in VIRTUAL DANCE/ACRO/YOGA/AERIAL CLASSES.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by DanceWorks Performing Arts , the director, class holders, sponsors, and organizers of the activity in which my child may participate, and that it will govern my child(ren)'s actions and responsibilities at VIRTUAL DANCE/ACRO/YOGA/AERIAL CLASSES. I permit my child to participate in VIRTUAL DANCE/ACRO/YOGA/AERIAL CLASSES.

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, flier, 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.

**\*\*PHOTO/MEDIA RELEASE OPT OUT | PLEASE EMAIL INFO@DANCEWORKSPERFORMINGARTS.COM WITH ACCOUNT NAME, STUDENT NAME AND UPLOAD A CURRENT PHOTO TO YOUR PARENT ACCOUNT TO OPT OUT**

By signing below, I agree to follow this LIABILITY/MEDICAL RELEASE/PHOTO & DIGITAL MEDIA RELEASE policy above and all terms hearstated.

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## **ELECTRONIC AUTHORIZATION**

I agree to electronically sign to indicate my understanding of and agreement to and compliance with all DanceWorks 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 DanceWorks/Akada 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 and all holding companies. You agree to indemnify, defend and hold DanceWorks Performing Arts 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 and all holding companies unless You have already attempted to rectify the situation directly with DanceWorks Performing Arts 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.