

# Diamond Dance Works Waiver of Liability and Photo Release Form

## REGISTRATION IS INCOMPLETE WITHOUT SIGNATURE AND MUST BE COMPLETED BEFORE CLASS

I understand and agree that by participating in any dance class, workshop, rehearsal or performance, there is a possibility of physical injury or death this includes classes held at Diamond Dance Works, or online classes being offered in the convenience of your home. I understand participating in such activities constitutes vigorous physical exercise and requires that a person certify that I/my child is physically able to meet the demands of participation for such activity. I voluntarily agree, therefore, to assume all risks and responsibility for any such injury or accident, which might occur to my child or me during any Diamond Dance Works classes, rehearsals, performances, or activities whether on site at Diamond Dance Works or offsite while participating in an online class or forum. I also exempt, release, and indemnify Diamond Dance Works, its owners, agents, volunteers, assistants, employees, guest artists, faculty members, and/or students from any and all liability claims, demands, or causes of action whatsoever from any damage, loss, injury, or death to me, my children, or property, which may arise out of or in connection with participation in any classes or activities conducted by Diamond Dance Works. I further hereby voluntarily agree to waive my rights and that of my heirs and assigns to hold Diamond Dance Works, its owners, agents, volunteers, assistants, employees, guest artists, faculty members, and/or students liable for such damage, loss, injury, or death. I understand that I should be aware of my physical limitations and agree not to exceed them. If I am signing this waiver for my children, I certify that I am the parent or legal guardian and have the right to waive these rights.

I, the parent and or guardian of the below listed child/children understand the potential of a health crisis in our country due to Covid 19 and any other potential viruses, disease, etc. and agree to hold Diamond Dance Works harmless of any contracted virus, disease, etc. and or injury during participation in dance classes and all activities relating to participating at Diamond Dance Works, including but not limited to, performing in the dance recital, sitting in the lobby, attending classes, and spending time at the studio. I understand the inherent risks of group settings and the possibility of getting sick. I waive my right to legally pursue Diamond Dance Works or any of its members and or staff in any way, including the filing of any legal judgment or accusations. This right is waived for my child and family, including my extended family.

I also understand that Diamond Dance Works is not responsible for any students, siblings, or anyone else that may leave the premises and incur any kind of injury, loss, damage, or death. This includes but is not limited to, waiting outside, the general parking lot, and all surrounding areas.

Permission is granted to Diamond Dance Works to use photographs of students for publicity purposes.

**I have read, understood and agree to be bound by the above statement: BY SIGNING THIS DOCUMENT I UNDERSTAND I AM WAIVING MY LEGAL RIGHT TO FILE A LAW SUIT BY PARTICPATING IN DIAMOND DANCE WORKS CLASSES.**

**PARENT NAME PRINTED:** \_\_\_\_\_

**PARENT SIGNED:** \_\_\_\_\_

If under 18, parents or legal guardian must sign

**FOR:** \_\_\_\_\_

Name of Student (if you are the participant leave blank)

**DATED:** \_\_\_\_\_

# Diamond Dance Works LLC Policies 2023-2024

**1) Payment Policy:** Payment of tuition is **due on the 27th for the following month**. For example, December 1<sup>st</sup> tuition, is due on November 27<sup>th</sup>. All students are required to be enrolled in auto pay. Auto Pay runs the 27<sup>th</sup> of each month. Tuition is non-refundable. By signing this document, you consent to having your card on file charged for tuition each month. If cards have errors or are declined the payment must be received by the 1<sup>st</sup> of the month. **A late charge of \$15** will be assessed if **payment is not received by 1<sup>st</sup> of the month**. Any student who has a delinquent account past the 5<sup>th</sup> of the month will not be allowed to participate in classes until tuition is paid. If you wish for your card not to be charged in auto pay, you may make a tuition payment prior to the 27<sup>th</sup>. If a check bounces, there is a \$30 fee added to your account, and after that we will not be able to accept checks from you in the future. All Payments include a small processing fee.

**2) Tuition Rates:** You agree that your monthly tuition price is calculated on a per hour basis. This **tuition will stay the same regardless of some months having more classes than others, for school breaks, and if holidays occur**. All Payments include a small processing fee.

**3) Illness and Missed Classes:** Our teachers are prepared each class to teach your child, if your child misses you are still required to make a full monthly tuition payment. However, your child will be allowed to do a make-up class to makeup hours lost because of sickness. If a student has many absences, and it becomes a disruption to the other students, they may not be able to participate in recital. **Makeups expire at the end of the session following recital, and are only allowed in classes that are not full. Makeups cannot be shared between siblings.**

**4) Changing or Dropping Classes:** **A 30-day notice is required** should you decide to **cancel** your student's enrollment. You are responsible to pay for any fees that have been assumed prior to cancellation of enrollment including the following months tuition if a 30 day notice is not given. (tuition, costume fee, clothing , water, etc)

**5) Class Observation:** Due to student distraction, **no parents, family, or friends will be allowed to sit in the classroom** during class at anytime. We invite you to watch our live feed of each class located in the lobby.

**6) Safety:** We are always concerned about the safety of our students. Be aware that we are unable to watch students in front of, and on the side of the studio/lobby. It works best for everyone if you drop off and pick up on time. Students may check outside for their ride when class is over, however if you are late your child will be asked to wait in the lobby. This will require you to park and walk into the studio to get them. This is for the safety of our students. **We are not responsible for students who choose to wait outside without permission.**

**7) Recital Costume/Media Fee:** Diamond Dance Works holds a studio recital each year for all students in June. Recital is optional. **Each enrolled student is required to pay a costume fee of \$80 per class by November 10th for the June recital**, if they have chosen to participate in the recital. If you do not want your dancer to participate in recital, you must opt out by signing an opt out form, prior to November 1st. If you do not opt out by signing the form, prior to the date listed above, you give consent for your card to be charged \$80 per class. Students participating in recital are **also required to pay a**

**one-time media fee of \$25. Additional siblings in the same family are \$10 each.** This media fee covers all live photos and videos, of the recitals and is due March 10th. There are NO refunds for students that decide not to be in the recital after the fee has been paid. Both media fee and costume fees are non refundable. If a costume has been ordered for your child, and you decide later not to participate in the recital, you still agree to pay for the costume fee in full. In addition, you must pick up the costume by May 13<sup>th</sup> or the costume will be donated and no refund will be given. To receive your costume ALL TUITION/FEES and ALL COSTUME fees must be paid. After the November 10th deadline the costume fee increases to \$100 to account for a rush order.

**8) Recital: Dancers that take multiple classes, or that have siblings that take classes may end up performing in different shows. This would mean that those attending the shows would need to purchase tickets for each show.** Recital T-shirts, shout outs, plushies, and other items are all optional purchases that are offered.

**9) Class Placement and Dress Code :** Every student will be placed in a beginning level as a new student. Students are placed in classes where they can successfully develop their movement skills and technique. **Specific genre related dance shoes are required for each class** and more specific dress code information is on our website and available at the desk.

**10) Copyright Infringement:** The studio does not permit the use of our name or logo in creating any merchandise (ie. bags, apparel, gifts) by vinyl/cricut, digital design, or custom designed items for personal use, sale, or group distribution. Attempting to create or sell any items whatsoever with the Diamond Dance Works logo or name will result in the pursuit of copyright infringement.

**11) Services:** Diamond Dance Works has the right to refuse service to any student, parent, or patron at anytime for any reason.

**12) Water And Snacks :** We offer the opportunity for students to purchase a water bottle or snack and charge it their account.

This is optional. Initial in one of the spaces below.

\_\_\_\_\_ I give my son/daughter permission to charge water bottles to my account. I understand this must be paid each month when my tuition is due.

\_\_\_\_\_ I **DO NOT** give my son/daughter permission to charge water bottles to my account.

By signing below you agree to all of Diamond Dance Works policies and procedures.

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Parent Signature

Date

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Student Name