



DRIFTWOOD DANCE ACADEMY INC. - TERMS & CONDITIONS

Participation Waiver & Release of Liability

Agreements to be read, understood, and accepted at the outset of any registration process.

By enrolling your camper with completed payment, you are automatically accepting all terms listed in this document.

If you require any assistance before processing payment, please contact our administrative team 604-770-4650.

SUMMER CAMP REGISTRATION POLICIES (2023):

- * All summer camp reservations are first come, first serve.
- * Summer camp spots are only secured after payment is completed in full.
- * Campers placed on a waitlist will be prioritized in the order by which they are received.
- * Waitlisted dancers will be given 12 hours to claim their spot before moving onto the next dancer.
- * If at least 30 days notice is provided to cancel, a full refund less a \$40 admin fee will be provided.
- * If at least 2 weeks notice is provided to cancel a camp registration, a 50% refund will be provided.
- * Refunds are not provided with less than 2 weeks notice, unless cancellation is due to illness/injury (supporting medical documentation required to process refund).
- * It is the responsibility of parents/guardians to supply a healthy snack/lunch & water bottle for half/full day campers.
- * Campers should be dropped off no earlier than 15 min to start time and picked up no later than 15 min after finish time.
- * Late pick up will result in a \$10 fee automatically added to your studio account.

PARTICIPATION AGREEMENT: I understand that dance classes may include, without limitation, stretching, barre work, floor combinations, centre work, dancing with props, and other movement related activities. I further understand that there are specific risks of physical or property damages, losses, or injury that may result from my or my child's participation with Driftwood Dance Academy, and I voluntarily assume the risks associated with such participation.

I agree to release, waive, discharge, and hold harmless Driftwood Dance Academy Inc., its owners, its instructors, and its employees from any liability, claims, actions or losses for bodily injury, property loss/damage, or otherwise which arise out of my child's participation in in-studio and online services provided by Driftwood Dance Academy Inc.

I also authorize Driftwood Dance Academy Inc. to take all reasonable steps to respond to medical emergencies and to seek medical treatment in the case of an injury. I understand that all dancers are expected to wear appropriate dance attire and footwear, as outlined in the Dress Code, in order to participate safely in class.

PHOTO/VIDEO RELEASE: Driftwood Dance Academy may wish to use a photo or video of my son/daughter taken at the studio and/or during an off-site studio event to share for promotional purposes on its website, brochures, and/or social media platforms. Should a family wish to opt out of this use by the studio of their dancer(s), written notification of said wishes are required to be received by Driftwood Dance Academy prior to the registered dancer's participation in classes and/or events.

ABSENCE POLICY: Absences for personal reasons will not result in discounted tuition or make-up classes. For summer programs with a performance event, a participant's eligibility to perform may be revoked at the discretion of the lead instructors and/or studio director in the event said participant's absences have not allowed them to be adequately prepared.

SUMMER WITHDRAWAL & REFUND POLICY: If at least 30 days notice is provided to cancel, a full refund less a \$40 admin fee will be provided. If at least 2 weeks notice is provided to cancel a camp registration, a 50% refund will be provided. Refunds are not provided with less than 2 weeks notice, unless cancellation is due to illness/injury (supporting medical documentation required to process refund). Prolonged absences, phone messages, or verbal notice are not acceptable forms of program withdrawal. Medical withdrawals supported with sufficient documentation will be granted tuition credit to be used towards future classes within the next calendar year and may be used by immediate family.

In the event that Driftwood Dance Academy must close due to an outbreak of infectious disease, inclement weather conditions or any other unforeseen circumstances, classes will transition online using the Zoom conferencing app. Zoom classes are a compensatory service, therefore all tuition and withdrawal policies still apply in the situations listed above.

RELEASE OF LIABILITY + COVID-19 POLICY:

The COVID-19 pandemic has required Driftwood Dance Academy (DDA) to take additional steps to help guard the health and safety of students, parents, siblings, families, and staff (hereinafter "Members") who use DDA facilities. DDA has prepared this COVID-19 Policy and Release of Liability, which all students,/ parents/guardians are required to review, sign, and follow. This document applies to students, parents, guardians, families and their guests, and is effective immediately and until further notice. In consideration for being permitted to use the services, programs and premises of DDA, I agree to:

- Follow posted and/or communicated rules and procedures regarding safe social interaction, physical distancing, environmental and personal hygiene, and other Covid-19 related protocols.
- Complete DDA's Health Declaration process or any other self-assessment health declaration form/checklist as may be required, based on the BC Ministry of Health's COVID-19 Symptom Self-Assessment Tool, upon your first visit back to DDA, and thereafter as required by DDA.

I hereby understand that any false declaration made on my Health Declaration Form or any other such form/checklist as may be required, or any failure to follow the COVID-19 rules and procedures established by DDA for the purpose of maintaining the wellbeing of other Members, may result in disciplinary action. This could include suspension or expulsion.

DDA cautions that COVID-19 can be transmitted by asymptomatic individuals. Declarations of Members do not provide certainty that Members have not been infected, or that COVID-19 will not be transmitted by Members. Attending DDA premises and interacting with Members involves risk of infection. Before choosing to attend DDA, each Member must assess such risk for themselves and consult with their doctor where appropriate. Parents and legal guardians must also make informed and responsible decisions in consideration of the risks faced by the children in their care.

I hereby understand that the DDA has taken certain steps to implement recommended guidance and protocols issued by the local, municipal, provincial and federal health authorities relating to the transmission of COVID-19. I acknowledge and agree that DDA may revise its procedures at any time based on updated recommended protocols issued by the local, municipal provincial and/or federal health authorities and I further agree to comply with such procedures, as updated or revised, prior to and during my use of and/or attendance at the facilities, services and programs of DDA.

On my own behalf and on the behalf of my minor participating children, I hereby release, waive, agree not to sue, discharge, and agree to hold harmless DDA, its directors, officers, employees, volunteers, agents, assigns and insurers from any and all liability, claims, actions, complaints, or causes of action, whether caused by the breach of contract or negligence of DDA or otherwise, related to my, or my minor children's use of and/or attendance at the facilities, services and programs of DDA.

I hereby assume full responsibility for the risk of illness, bodily injury or death to myself or my minor children caused by or related to my, or my minor children's use of and/or attendance at the facilities, services and programs of DDA.

I further agree that if my minor participating child or children, in his, her or their names or otherwise, directly or indirectly, commences, maintains, continues, assigns or participates in a proceeding or action against DDA and/or its staff, then I will defend, indemnify and save harmless DDA and/or its staff, from and against any and all resulting liabilities and costs, including legal fees on a solicitor-and-client basis.

I recognize that this release and waiver is intended to be broad and inclusive. If any part of it is held to be invalid for any reason, it shall not affect the enforceability of the remaining provisions. I recognize that this is a binding agreement, and that it binds me, my successors, spouses, children, parents, family, guardians, assigns, heirs, administrators and anyone else who might claim in my name or on my behalf, or on behalf of my minor children or in their names.

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- I am informed of the summer withdrawal policies and will accept their complete application should my student choose to discontinue classes.
 - I acknowledge that Driftwood Dance Academy reserves the right to cancel classes due to insufficient enrolment (tuition will be refunded less the amount for classes taken).
 - I accept that Driftwood Dance Academy reserves the right to move a dancer into a new class/ level if it is deemed that the level they registered for is not where they will be most successful.
 - **By completing online registration, all parents/guardians are confirming that they have carefully read, understood, and voluntarily agree to the entirety of the above terms and conditions as outlined by Driftwood Dance Academy, and agree to be bound by all terms.**

If you require any assistance before processing payment,
please contact our administrative team by phone or email.

604-770-4650

info@driftwooddance.com

www.driftwooddance.com