

Student Waiver & Release of Liability

DRIFTWOOD DANCE ACADEMY - REGISTRATION POLICIES - SEASON 11 (2023/2024)

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.

ABSENCES: Absences for personal reasons will not result in discounted tuition or make-up classes. Students are permitted 3 absences per term, after which their enrolment will be called into review. The student's eligibility to participate in and perform with their class(es) may be revoked at the discretion of the Director.

WITHDRAWALS: To formally withdraw, written notice must be submitted 2 weeks prior to the next scheduled payment date. Any/all completed payments are not eligible for a refund, including costume fees. If an account is in arrears, payments will continue to be processed until all overdue fees are paid. The final deadline to withdraw from a Company Program is October 1, 2023. The final deadline to withdraw from a Recital Program is March 1, 2024.

Prolonged absences, phone messages, or verbal notice are not acceptable forms of 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.

REFUNDS: All membership payments, tuition payments, costume and festival fee payments are non-refundable once completed. Refunds are not available to any session-based classes. Registrations paid in full by September 11, 2023 are eligible for withdrawal until October 31, 2023 and will result in a partial refund, less the studio membership + costume fee + Fall term tuition. I understand that Driftwood Dance Academy does not give credit and/or refunds for class(es) missed due to holiday, vacation, illness, weather, etc.

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.

- I understand and acknowledge that my first payment is non-refundable.
- I recognize that a service charge of \$35 will be applied to all cheques that are returned/NSF.
- I recognize that overdue accounts will incur a fee of \$50 for every 30 days the account remains in arrears.
- I, the undersigned, authorize the processing of tuition payments for the 2023/2024 dance season as outlined.
- If registering for a class offered on a Session basis, I understand that tuition is required in full and is non-refundable.
- I recognize that an admin fee of \$20 will be added if two or more changes occur to a dancer's schedule after Nov. 1, 2023.

- I am informed of the 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.

I, the undersigned, have read, understood and agree to the participation agreement, registration policies and terms as outlined by Driftwood Dance Academy.

RELEASE OF LIABILITY + COMMUNICABLE DISEASE POLICY

In the event of a communicable disease outbreak, Driftwood Dance Academy (DDA) may be required to take additional steps to help guard the health and safety of students, parents, siblings, families, and staff (hereinafter "Members") who use DDA facilities. 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 communicable disease related protocols. This policy applies to students, parents, guardians, families and their guests, and is permanently effective until further notice.

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 and posted 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.