

## Student Waiver & Release of Liability

### DANCE CONNECTION POLICIES AND WAIVER

**REGISTRATION:** I understand that upon enrolling in a class, the class registration is valid through the duration of the particular session or season. Workshops, Summer Dance Camps, Intensives, Fall-Spring, and Summer Session enrollment is valid for the dates specified. Fall 2018-Spring 2019 enrollment runs from 8/20/18-6/3/19. No refunds will be given for vacation, holidays, or absence for missed classes. A two week written notice is required to drop a class, during which time, tuition is due and payable. Accounts will be adjusted per the cancelation notice date, but tuition will not be refunded. Makeup classes may be taken for missed classes in any available and similar class, and students are encouraged to do so to avoid falling behind.

I Accept

**TUITION:** Tuition is due and payable at the time of registration for all classes including Summer Session, Dance Camps, Workshops/Intensives, and Fall-Spring Season. The initial online payment must be in the form of an EFT (electronic funds transfer) through a checking or savings account, credit, or debit card. Upon successfully completing registration, Dance Connection also accepts checks and cash for future payments at our J1 office or by mail. All tuition payments must be made in a timely manner, by the due date specified. Fall-Spring Season tuition is due by the 10<sup>th</sup> of each month. I understand that failure to pay on or before the 10<sup>th</sup> of each month will incur a \$10.00 late fee, which will be charged to my account. Furthermore, I (customer) agree that Dance Connection has the authorization to initiate an electronic payment from the account on file for the balance due for all overdue balances which are unpaid after the due date. Balances over one month past due may also be assessed a 10% late fee. Email receipts will automatically be sent upon payment only if I have initiated the "send emails" request upon enrollment. Email invoices may be sent, but tuition is due by the due date regardless of receipt of a statement. Auto payments will automatically cease when the season ends and/or there is no balance remaining.

Registration fees are non-refundable. If I (customer) drop a class, and re-register, the registration fee will be waived within the same season, however a \$10.00 processing fee will apply. All registration is at the discretion of Dance Connection, and registration may close due to full classes or towards the end of a session or season. Likewise, classes with fewer than 8 students may be canceled, or have the option to become a small group class at a higher tuition rate if the parties so desire. The website, [www.danceconnectionpaloalto.com](http://www.danceconnectionpaloalto.com) "Class Schedules" will reflect any changes to the schedules. The schedule is subject to change during the season.

Auto Pay may be selected through your online account manually for each season. Auto pay families will not receive a billing statement, only a receipt for payment. All statements will list tuition as "Auto Tuition", which means that the system has automatically calculated and billed tuition. It does not mean you have selected Auto Pay as an account option.

Late Pick Up: Your child's safety is our priority. Our staff will stay with children who are not picked up promptly. Late pick up fees of \$1 per minute may be billed after a 10 minute grace period.

I Accept

**EMAIL/CONFIDENTIALITY:** Emails are used solely as a means of communication between Dance Connection and I (customer), and Dance Connection will respect my privacy and not share information in any way with another party. Specific class information, performance details, invoices and receipts, and upcoming DC events are all inclusive of the emails I will receive should I choose the "send emails to family" option. If I opt out of receiving email with the "do not send emails" option, I understand that I am responsible for finding out any and all information pertaining to the dance registration, class or classes, performances, invoices, and events.

**PHOTOGRAPHIC CONSENT:** I authorize Dance Connection the photographic privilege of myself or my child, if the child is a minor. I understand that my child's photograph may be taken by the representatives for Dance Connection, event producers, sponsors, organizers, parents, and/or assigns. I agree that my or my child's photograph, including video photography, film photography, or other reproduction of my or my child's likeness, may be used without charge by Dance Connection, event producers, sponsors, organizers and/or assigns for any purpose as they deem appropriate, including, but not limited to, promotional materials, fundraising presentations or proposals, newspaper or magazine publication or posting on a website for promotional purposes.

I Accept

**WAIVER OF LIABILITY:** I or We, the undersigned person, persons or party as a student or participant of Dance Connection voluntarily makes and grants this Waiver and Assumption of Risk in favor of Dance Connection in addition to monies paid to Dance Connection for the opportunity to use the facilities, equipment, materials and/or other assets of Dance Connection; and/or to receive assistance, training, guidance, tutelage and/or instruction from the personnel of Dance Connection; and/or to engage in the activities, events, sports, festivities and/or gatherings sponsored by Dance Connection; I or We do hereby release Dance Connection, It's employees, officers, and all persons affiliated with Palo Alto Dance Connection, Inc. dba/Dance Connection, Palo Alto Dance Connection Youth Ensemble, and the City of Palo Alto from all claims, liability, lawsuits or actions of every name, kind and description, brought for, or on account of injury of any type, or any injury connected with participation in any activity by participant, observer, renter, or servant of the renter of Dance Connection space, any damages, losses and/or death that may arise from aforementioned use. The undersigned acknowledges, understands, and recognizes that there are certain risks, dangers and perils connected with such use, and nevertheless accepts, assumes and undertakes the consequences including, but not limited to such injuries, death or damage caused by the concurrent active or passive negligence of Dance Connection and affiliated parties, where such injuries occurred in, upon, or in any manner by reason of the participants or renters use of the Dance Connection premises or property or possessions. I or We further agree to use the best judgment in undertaking these activities and to fully adhere to all safety instructions and recommendations, whether oral or written. This Waiver of Liability and Assumption of Risk is effective during the time of registration, inclusive, and may not be revoked, altered, amended, rescinded or voided without the express prior written consent of Dance Connection.

I Accept

Electronic Signature Agreement. By selecting the "I Accept" checkbox, I am signing this agreement electronically. I agree this electronic signature is the legal equivalent of my manual signature on this agreement.

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**