

Studio Policies, Procedures, Waivers, Releases

Section 1: Studio Policies

Key Notes (which are explained in the full text of Dance It Out's and Flip It Out's Studio Policies and Procedures which can be found at danceitoutva.com in the corresponding student handbooks):

- All students: First payment (June 2022 tuition fee) and a \$25 registration fee is due at the time of registration. This will be automatically charge to your card within 24 hours unless arrangements are made with the studio/gym. A \$50 re-enrollment per class will be assessed if the auto-payment is declined.
- A withdrawal form must be received two weeks prior to withdrawal date or tuition will be charged.
- Tuition is due by 1st of each month for dance and gymnastics. A \$15 late fee per week will apply on the 5th. If the 1st falls on a holiday or a weekend, please arrange to make payment in advance.
- Tuition Rate is a calculation based on the dance/gymnastics year (Sept - June) divided into ten installments. It is not a calculation based on number of class hours in each, individual month.
- Costume deposit is due October 15th. This is half of the total cost for costumes.
- Remainder Costume Fee and Revue Fee is due November 12th.
- The meet fee is due December 1st.
- Dance students will receive a total of 1 free ticket. You can choose which performance.
- Dance It Out or Flip It Out must have a signed liability release to begin classes.
- Students cannot be left unattended before/after class.
- Students must be signed in and out by a parent or guardian.
- Dance It Out and Flip It Out must be informed of student's health issues.
- Dance Revues are usually the first and second weekends of June with mandatory rehearsals the week prior.
- The gymnastics meet will be scheduled for May 21st, 2022.

Section 2: ACKNOWLEDGEMENT OF RISK AND WAIVER OF LIABILITY

As the parent or legal guardian of the above listed student I hereby consent to the above named person participating in the programs offered by Dance It Out, LLC (both in person and virtual). I recognize that potentially minor and/or severe injuries, including but not limited to, those caused by jumping, leaping, turning, stretching, or any movement, lack of hydration, improper dance floor, actions of other people including but not limited to, participants, and/or producers of the activity, sprains, strains, broken bones, permanent paralysis, or death, can occur in any activity involving height or motion when participating in dance, gymnastics, or any sub programs. I UNDERSTAND AND ACCEPT THAT RISK. I have additionally communicated these risks to my child.

I understand the study of dance has inherent risks and may cause physical injury. I am fully aware of the risks and hazards involved. Attendance in Dance It Out LLC classes, virtual classes, rehearsals, or activities, on-site or off-site, may cause unforeseen risks and injury.

I hereby release, discharge, and agree to save harmless Dance It Out LLC, affiliated teachers, and contract employees any legal representatives or assignees, and all persons acting under permission or authority, from any liability whatsoever for any and all claims of any nature which may arise out of my or my child's attendance.

If the participant is a minor, I agree that the minor has my consent to participate in Dance It Out LLC classes, virtual classes, rehearsals, and/or activities, on-site or off-site. I further provide my consent for Dance It Out LLC to seek emergency treatment for the minor if necessary. I agree to accept financial responsibility for the costs related to this emergency treatment.

In case of emergency, I give my permission for the student to be transported to a hospital and be treated by a medical professional.

Section 3: ASSUMPTION OF RISK, INDEMNITY AGREEMENT, Infectious Diseases

Assumption of Risk. I understand the parent or legal guardian of participant ASSUMES ALL RISKS THAT ARISE OUT OF THE USE OF THE PREMISES, THE ACTIVITY ITSELF, THE ACT OF OTHERS, OR THE UNAVAILABILITY OF EMERGENCY CARE, including but not limited to, the risk factors described in section 2 above.

Indemnification: I agree to indemnify and hold harmless Dance It Out, LLC from and against any and all claims, demands, expenses, losses and liability arising out of personal injuries or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission by my child or any and all costs, expenses and/or attorney fees incurred as a result of any claims, demands, and/or causes of action, through, or under my child which may arise as a result of his or her participation in activities at Dance It Out, LLC

I further acknowledge, understand, appreciate and agree that my participation may result in possible exposure to and illness from infectious diseases, including, but not limited to, MRSA, Influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist. I knowingly and freely assume all such risks, both known and unknown, even if

arising from the negligence of the releasees or others, and assume full responsibility for my participation and exposure.

Section 4: Photo Release

I grant to Dance It Out and Flip It Out, its representatives and employees, the right to take photographs of my child/myself in connection with any and all activities that take place within the dance school. I further authorize Dance It Out and Flip It Out, its assigns and transferees to copyright, use and publish the same in print and/or electronically at Dance It Out or Flip It Out's discretion.

I agree that Dance It Out or Flip It Out may use such photographs of my child/myself with or without his/her/my name and for any lawful purpose, including, but not limited to: publicity, illustration, advertising, and web content.

My signature is voluntary and implies complete understanding of this form. By signing this agreement, I acknowledge that if anyone is hurt or personal property is damaged during participation in any Dance It Out LLC activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Dance It Out LLC.