

## **LIABILITY RELEASE/WAIVER FORM**

### **All participants MUST complete this form. - STUDENT NAME**

All clientele and students must complete this form before participating in any classes at Ms. Marianne Power of Performing Arts Inc. If participant is under age 18, a parent or guardian must also sign this form. Admission to class and/or rehearsal will not be granted if this form is not received prior to class and is not properly signed.

Waiver of Liability I recognize and understand the risks of physical injury inherent to Performing arts programming, Dance, Competitive programs, Production classes, Dramatic arts/Art classes and all kinder/parent tot programming and I fully assume those risks.

I hereby release Ms. Marianne Power of Performing Arts Inc., event sponsors, employees, volunteers, and teachers from all liability for injuries sustained or illnesses contracted while attending or participating in any Programming in studio or off locaiton, rehearsals, workshops, or performances.

I agree to indemnify, defend, and hold harmless Ms. Marianne Power of Performing Arts Inc., employees and teachers for liabilities, costs and judgments arising from acts of omissions committed by me or my child which result in injury or damage to any person or property.

### **Protection of Property**

I understand and agree that it is my sole responsibility to safeguard my personal property while attending or participating in any classes, rehearsals, workshops, or performances.

I hereby release Ms. Marianne Power of Performing Arts Inc., event sponsors, employees, volunteers, and teachers from all liability for loss or damage to my personal property while attending or participating in classes, rehearsals, workshops, or performances.

I also agree to abide by any rules, regulations and policies set forth by Ms. Marianne Power of Performing Arts Inc.

### **Medical Attention**

In case of physical injury or medical emergency, I hereby authorize Ms. Marianne Power of Performing Arts Inc. to make necessary arrangements to transport myself or my child to a medical treatment facility, as necessary. All such transportation and medical treatment will be at my sole cost and expense. In extreme emergency, or if my child is under 18 years of age, I understand that Ms. Marianne Power of Performing Arts Inc. will attempt to notify the person(s) I have named below as my emergency contact(s) of my condition and how to reach me.

### **Photo Release**

Ms. Marianne Power of Performing Arts Inc. reserves the right to use photographs and videos taken during classes, workshops, performances, or other affiliated events for the purposes of instruction, advertising and promoting Ms. Marianne Power of Performing Arts Inc. and its programs. Students, or parents of students who are minors, who do not wish to comply with this policy must notify Ms. Marianne Power of Performing Arts Inc. prior to participation in class.

### **Acknowledgement of Waiver**

By Acknowledging this Release, I acknowledge and represent that I have fully informed myself of the content of the waiver and hold harmless agreement by reading it before I sign it, and I understand that I sign this document as my own free act and deed; no oral representations, statements, or inducements, apart from the written statement, have been made.

I further state that I am at least eighteen (18) years of age and am fully competent to sign this agreement; and that I execute this release for full, adequate, and complete consideration fully intending to be bound by the same.

I further state that there are no health-related reasons or problems which preclude or restrict my or my child's participation in this activity, and that I will pay any medical costs that may be attendant because of injury to me or my child.

**Schedule:** Recital runs from September until mid-June; classes are scheduled once a week. Please drop off and pick up on time. If your child must be late or absent, please let Reception know, but there are no make-ups available. In the case of a holiday (excluding Winter Break and March Break) or extreme weather conditions where we must close, we will reschedule.

**Cost:** The cost of the program is split into 9 equal payments automatically processed on the first of each month using the card on file. All payments are non-refundable. There will be a \$29 service charge for insufficient funds or declined transactions.

**Uniform:** Uniform packages are sold at the studio and will consist of the items required for the programming of choice. Outside streetwear is not permitted in the studio. Additional or replacement items may be purchased separately.

**Costume:** Included at cost, Recital students will receive a special costume and accessories near the end of the year, to be worn only at Picture Day and the final performance. No refund on costumes. The studio needs to place deposits and orders at the start of the year; therefore, we do not allow any refunds or exchange on costumes.

**Picture Day:** All Recital students must attend this day. Class pictures will be taken in full costume, hair, and makeup. Students will have an opportunity to purchase group or individual picture packages. We reserve the right to use these pictures, along with any additional student photos or video taken, for promotional purposes.

**Recital:** All Recital students will be expected to take part in the final performance. In the case of parents with a child/child in different classes, we cannot guarantee that they will be scheduled together. Tickets to the event will be sold separately, video, and non-flash photography is not permitted at the year end show.

**Cancellations:** Each class works hard together on their final performance and having a student leave can negatively impact it. If you must stop classes, Reception needs to be informed and a cancellation form filled out. Please note that there is a mandatory \$50 cancellation fee, and there will be no refunds on classes falling in the month of cancellation.

**Sick Policy:** Due to the new environment that we are under, no one will be allowed in the studio if presenting with any sort of illness. Dancers must stay home if they are sick, or if anyone in the household is sick, for the health and safety of our community. Any student coming to dance with any illness will be sent home. In person classes will be available live online (exclusively for those registered in each class) so dancers will still have the capacity to continue to dance and be a part of the class from home.

**Mandated Studio Closure:** If the studio is mandated to shut down by the government, regularly scheduled classes will continue to take place online until we can open again. We intend to keep the schedule the same as the in-studio schedule with only slight adjustments due to the change in platform. Tuition remains the same whether classes are running in studio or online. If you wish to discontinue in this situation, you will receive a pro-rated refund, based on the dates of enrollment and minus a cancellation fee of \$25 per class.

I understand and agree with the above, in conjunction with the Guidelines and Policies given to me at the time of my initial enrollment. Ms. Marianne Power of Performing Arts Inc. reserves the right to make appropriate changes in the event of a printing error or changes due to covid restrictions.

## Session Programming Policies- STUDENT NAME

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### **Fees**

Applicable program fees must be paid in full upon registration.

**Class Cancellation Policy** Minimum enrollment numbers change depending on class/instructor. In most cases, Ms. Marianne Power of Performing Arts Inc. will cancel classes with 0-3 enrollments; we will notify families via phone and/or email. Students from cancelled classes may be transferred to another class. For classes with 3 enrollments, classes will run for one week plus a day before a cancellation decision. A pro-rated refund will be issued. No refund or make up class is available for students who miss class.

**Parent Pick-up** Please drop off and pick up on time. If your child must be late or absent, please let Reception know, but there are no make-ups available. In the case of a holiday (excluding Winter Break and March Break) or extreme weather conditions where we must close, we will reschedule.

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