

# **Dayley Dance Academy LIABILITY RELEASE**

**"Releasees":** Dayley Dance Academy LLC, Sarah Dayley, Mark Dayley, Dayley family, instructors, independent contractors, employees, choreographers, photographers, videographers, Washougal Town Square, and affiliates on whose premises we use.

I \_\_\_\_\_, ("Parent") as parent or legal guardian of \_\_\_\_\_, ("Participant") a minor hereby grant permission necessary to allow participation in dance or specialized movement instruction with Sarah Dayley and/or Releasees, working with her or in lieu of her at the site of instruction. I, in my own behalf and on behalf of Participant, further agree to release and to hold harmless Releasees from any and all liability whether caused by the negligence of the Releasees or otherwise for any claim, judgment, loss, liability, cost, and expenses (including, without limitations, attorney's fees and costs) arising out of or connected with Releasees, including any claim arising out of or connected with any illness or injury (minimal, serious, catastrophic, and/or death) that Participant may incur or sustain during instruction or performance, or any and all other events related to participation, including travel to and from the site of instruction or performance. I further agree to reimburse and to make good to Releasees any loss or costs Releasees may have to pay as a result of any such action, claim, or demand.

## **Medical Release**

I, in my own behalf and on behalf of Participant, acknowledge and agree that such participation subjects Participant to possibility of physical illness or injury (minimal, serious, catastrophic, and/or death) and that I, in my own behalf and on behalf of Participant, acknowledge Participant is assuming the risk of such illness or injury by participating in instruction and performance. In the event of such illness or injury, I authorize Sarah Dayley, Dayley Dance representatives, Instructors, Choreographers, to obtain the necessary medical treatment of Participant and hereby, in my own behalf and on behalf of Participant, release and hold harmless Releasees in the exercises of this authority. I further acknowledge and understand that I will be responsible for any and all medical and related bills that may be incurred on behalf of Participant for any illness or injury that Participant may sustain during instruction or performance and while traveling to and from the site of the instruction or performance.

**\*\*Initial \_\_\_\_\_** I have read the above information and understand and agree to the terms

## **Facility Damages**

I, in my own behalf and on behalf of Participant and on behalf of all invitees do acknowledge and agree that any damage or vandalism, whether intentional or accidental to the facility and or common areas around facility ("Facility") at site of instruction or performance caused by Parent, Participant, or Invitee incurring repair costs will be assessed charges for immediate payment and I agree to pay such damages if Facility use is compromised or damages result from neglect or misbehavior, either accidental or intentional.

**Loss of Property** I, in my own behalf and on behalf of Participant and on behalf of all invitees ("Personal Property Owner"), acknowledge & agree that Releasees cannot be held responsible for loss of personal property ("Personal Property"). It is possible that a loss to the Personal Property could occur due to theft, damage (willful or otherwise), fire, water damage, failure of systems or many other man-made or natural causes and occurrences, and that should any such loss occur, the Personal Property Owner will hold the Releasees harmless for the loss and will not consider the Releasees responsible for said loss nor will the Personal Property Owner seek to recover damages from the Releasees for said loss.

I, in my own behalf and on behalf of Participant and on behalf of all invitees, hereby warrant I have read this Liability Release in its entirety and fully understand its contents. I, in my own behalf and on behalf of Participant and on behalf of all invitees, am aware this Liability Release releases Releasees from liability and contains an acknowledgment of my voluntary and knowing assumption of the risk of injury or illness. I, in my own behalf and on behalf of Participant and on behalf of all invitees, have signed this document voluntarily and of my own free will.

Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

# Dayley Dance Academy POLICIES & PROCEDURES

## FIRST CLASS:

Returning Students will be provisionally placed in class based on an evaluation from the previous academic year. However, the teacher has the authority to reassign a class level, following an evaluation of the student's first class.

## OBSERVING CLASSES:

Family and friends are invited to observe the last 10 minutes of classes. Unless a special invitation has been granted, individuals not registered for the class will be expected to remain outside the classroom during instruction to help our dancers and instructors maintain focus.

## TRIAL CLASSES:

The Dayley Dance Academy provides students an opportunity to participate in a class before registering. This class is considered a Trial Class and there is a \$12 fee for each one taken. If a student registers for the class that they participated in the fee is then credited toward their tuition. If a student takes multiple Trial Classes, only the fee for the class(es) they register for will be credited. Trial Class fees are non-refundable. Certain other restrictions apply. Please contact Dayley Dance Academy office for additional details.

## ABSENCES:

Good attendance is imperative to a dancer's progress. The Dayley Dance Academy's administration and faculty appreciate advance notice of necessary absences. Students will be allowed four make-up classes at or below their level for each class they are registered for. Students with inconsistent attendance may be dismissed from their class and/or moved to another class. Failure to attend regularly may result in removal from performances.

## TARDINESS:

The slow warm-up of muscles is crucial to the prevention of injury. Students more than 10 minutes late may be asked by their teacher to sit and observe the class.

## MAKE-UP CLASSES:

Students are entitled to 4 make-up classes per class they are enrolled in. Make-up slips should be obtained from the Dayley Dance Academy office prior to the make-up class. Make-up slips are also found online. Dancers may not use make-ups to enroll in a new class. Make-up classes cannot be used during May prior to June Showcase, unless dancer is making up in a non-performance class.

**INJURY OR LOSS OF PROPERTY:** The risk of injury exists in any physical activity. Please consider this before enrolling your child. Dayley Dance Academy cannot be held responsible for personal injury or loss of property. Valuable personal possessions should not be left in dressing rooms, lobby, or restrooms under any circumstances.

## BULLYING:

If you feel you are a victim or witness of bullying, tell an adult you trust; your teacher, parent, or administrator in the Dayley Dance Academy office. Do not fight back or join in any bullying. The Dayley Dance Academy is a Bully Free Zone. Those individuals, who choose to be violent or intimidate others verbally or by using harsh body language, will be suspended from the studio with an obligation to continue paying tuition for 30 days until a decision is made by DDA regarding a return to classes.

## PHOTOS AND/OR VIDEOS POLICY:

In registering your child, we have your permission to use class, studio, or performance photos/film in marketing, publication, editorial, art projects, or other uses deemed appropriate by DDA, and agree to the "Photograph/Film Release" below. If you object, please submit your objection in writing at the time of registration. Parents may only take photos or videos on observation days with the approval of the instructor and Dayley Dance Academy Administration.

Photograph/Film Release: I grant Dayley Dance Academy, Mark Dayley Photography and Associates ("DDA") the absolute and irrevocable right and unrestricted permission concerning any photographs that DDA has taken or may take of me or my minor child ("Dancer") or in which Dancer may be included with others, to use, reuse, publish, and republish the photographs or video ("Photographs") in whole or in part, individually or in connection with other material, in any and all media now or hereafter known, including the internet, and for any purpose whatsoever, specifically including illustration, promotion, art, editorial, advertising, and trade, without restriction as to alteration; and to use Dancer name in connection with any use if DDA so chooses. I release and discharge DDA from any and all claims and demands that may arise out of or in connection with the use of the Photographs, including without limitation any and all claims for libel or violation of any right of publicity or privacy. This authorization and release shall also inure to the benefit of the heirs, legal representatives, licensees, and assigns of DDA, as well as the person(s) for whom DDA took the Photographs.

Parent Signature \_\_\_\_\_ Date \_\_\_\_\_  
(If under 18)

Participant Signature \_\_\_\_\_ Date \_\_\_\_\_

# Dayley Dance Academy Tuition & Payment Policies

## ACADEMIC YEAR:

Classes operate on an academic calendar year. September to June is based on a total of 38 lessons. Most months will have 4 lessons, while some will have 3 or 5, but tuition payment plans are based a calendar year. Your academic year tuition is inclusive of holidays off, & dress rehearsals for performance. If you are on a monthly payment plan, your tuition has been prorated and is the same each month, DO NOT adjust your tuition payments.

• Class Tuition Rates: All tuition fees can be found in the Tuition Rates table on the tuition-pricing page.

## PAYMENT PLANS:

We offer 3 payment plans:

- Monthly Payment Plan (10 months): 1/10 of the total tuition will be charged each month from September through June. Tuition is due on the 25th of the prior month. (Example: October tuition is due on September 25<sup>th</sup>. *Please note: Tuition would be considered late after the 1<sup>st</sup> of October.*)
- 3 Payment Plan: 1/3 of the total tuition will be charged on the 25th of August, November, & February.
- 1 Payment Plan: Full season tuition paid by August 25th.

## PAYMENT METHOD:

All students are required to enroll in *automatic payment deduction from a credit/debit card*. All tuition payments will be deducted on the 25<sup>th</sup> of the prior month. Payment by check is accepted with authorization from front office with a \$5 service charge.

## REGISTRATION FEE:

A registration fee of \$25 per student is required to enroll at Dayley Dance Academy. Each addition family member will receive a discounted registration fee of \$20 per dancer.

## SHOWCASE & COSTUME FEE:

### **Pre-Professional Program (Females)**

Performance Costume Fees: Each student will be charged a **\$150 costume fee for the year**. All costume fees are non-refundable, and will be auto-charged November 1st, 2017 according to auto-payment method signed up for. Costume fee includes all costume pieces for required pre-professional classes, including one pair of tights. Shoes are not included.

Pointe/Ballet Costume Fee: Each student will be charged an **\$80 costume fee for the year**. All costume fees are non-refundable, and will be auto-charged November 1st, 2017 according to auto-payment method signed up for. Costume fee includes all costume pieces for Pointe class, as well as one pair of tights. Shoes are not included.

Ballroom/Partnering Costume Fee: Each student will be charged a **\$65 costume fee for the year**. All costume fees are non-refundable, and will be auto-charged November 1st, 2017 according to auto-payment method signed up for. Costume fee includes all costume pieces and accessories for Ballroom/Partnering class. Shoes are not included.

### **Studio Tech & Performance (ages 8+) & Young Dancers Programs (ages 2-7)**

Performance Costume Fee: Each student will be charged a **\$65/class costume fee**. Students not performing in the year-end Showcase in June must notify the office in writing before November 1st, 2017 (auto-pay date) to avoid being charged costume fees. All costume fees are non-refundable, and will be auto-charged according to auto-payment method signed up for. Costume fee includes all costume pieces/accessories for the class enrolled in, including one pair of tights. Shoes are not included.

### **Male Dancers**

Performance Costume Fee: Each student will be charged a **costume fee**. (Price TBA based on individual class instructor requests when routines for the year are established). Students not performing in the year-end Showcase in June must notify the office in writing before November 1st, 2017 (auto-pay date) to avoid being charged costume fees. All costume fees are non-refundable, and will be auto-charged according to auto-payment method signed up for. Costume fee includes all costume pieces/accessories for the class enrolled in. Shoes are not included.

## RECITAL FEE:

This fee is for All Students participating in the end of year Performance Showcase.

Recital Fee is \$55 for an individual dancer. For Families of 2 or more dancers, add \$15 per dancer.

One automatic payment deduction from a credit/debit card in the amount of \$55 will take place on April 10<sup>th</sup>, 2018. **Each family will receive a professional DVD of the performance of choice.** Please note that there will be 4 DVD's available of the Year End Showcase performances. You may choose which performance you would like. If you would like more than 1, there will be a discounted price of \$12 each for additional copies.

**Each student will receive a digital class photograph for each class enrolled in.** We have a professional photographer that will be scheduling Class/Individual Photos at our Washougal location. Individual photo packages will be available for purchase from "Mark Dayley Photography".

**Each family will receive 2 tickets to the performance of your choice.** Extra tickets will be available for purchase starting on April 15th. Tickets will be pre-sold for \$12 each on a first come first served basis.

IN ORDER TO PERFORM POLICY:

**All tuition, late fees, costume fees, recital fees, must be paid in full before any student is permitted to perform in any production.**

**\*\*Initial \_\_\_\_\_ I have read the above information and understand and agree to the terms**

LATE FEE POLICY:

All payments are due on the 25th of the prior month, and considered late after the 1st. Late fees are \$25. Late fees are charged every month until balance has been paid in full. (Example: An invoice that is 3 months late will have a \$25 late fee applied for each month. Total late fee would be: \$75.)

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NSF OR FAILED AUTO-PAYMENT:

Customers are responsible for making sure credit/debit cards will clear on the payment date. If payment fails for any reason, a \$35 failed payment processing fee will be charged. NSF checks will incur a \$35 NSF charge. **Please note that clients are responsible for updating the payment method to avoid failed payment fees when credit cards expire, or are over limit.**

*Example Failed Auto-payment: If your automated payment fails for any reason and the original amount of the automated payment is \$104. A \$35 payment failed fee + \$25 late fee will be added to your bill.*

*Example Above: \$104 + \$35 + \$25 = \$164 is now due.*

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CHANGE/DROP CLASS POLICY:

Students are enrolled in classes for the academic year, and all tuition has been prorated to accommodate your payment plan. If you'd like to change or drop a class, we require a 30 day written notice in the form of a signed "Change/Drop Class Form", which can be printed off online or acquired at the front desk.

Tuition Responsibility: Students/Parents are responsible for tuition through the 30 days, until the official drop class date. Auto Payments will still be charged on the 25th of the month as per the enrollment agreement, and any adjustments will be made by the front office on the last payment due.

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REFUNDS:

Full tuition will be refunded only if written notification from the parent is received 24 hours prior to the first class. A 75% refund will be granted up to the third class. No refunds will be granted after the third class. *All fees are non-refundable, including costume fees, recital fees, tickets, registration fees, etc.*

APPEARANCE AGREEMENT:

DDA has a class dress code and performance appearance standards by which we expect ALL students to apply in order to maintain a professional, distraction free environment for everyone. By signing this form, you agree to follow the dress code for classes and to wear the proper shoes, tights, costuming, and follow hair and make-up requirements for all performances.

**\*\*Initial \_\_\_\_\_ I have read the above information and understand and agree to the terms**

I, in my own behalf and on behalf of Participant, hereby warrant that I have read this "Policies & Procedures document" in its entirety and fully understand its contents, agree to all terms and conditions in the Policies & Procedures document, and acknowledge I have signed this document voluntarily and of my own free will.

Parent: \_\_\_\_\_ Participant (Minor): \_\_\_\_\_

Parent Signature

\_\_\_\_\_ Date \_\_\_\_\_

Parent Name (Print)