

## Terms and Policies Agreement

### RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of being permitted to participate in any way in the dance program indicated below and/or being permitted to enter for any purpose the restricted area (here is defined as any area wherein admittance to the general public is prohibited), the parent(s) and/or legal guardian(s) of the minor participant or I, myself, who is the participant named below agree: 1. The parent(s) and/or legal guardian(s) will instruct the minor participant or I shall do so for myself if I am the participant, that prior to participating in the below dance activity or event, he/she or I, myself, should inspect the facilities and equipment to be used, and if he/she or I, myself, believes anything is unsafe, the participant should immediately advise the officials of such condition and refuse to participate. I understand and agree that, if at any time, I feel anything to be unsafe, I will immediately take all precautions to avoid the unsafe area and refuse to participate further. 2. I/we fully understand and acknowledge that: (A) there are risks and dangers associated with participation in dance events and activities which could result in bodily injury partial and/or total disability, paralysis, and death. (B) the social and economic losses and/or damages which could result from these risks and dangers described above, could be severe. (C) these risks and dangers may be caused by the action, inactions, or negligence of others, including, but not limited to, the releasees named below. (D) there may be other risks not known to us or are not reasonably foreseeable at this time. 3. I/we accept and assume such risk and responsibility for the losses and/or damages following such injury, disability, paralysis, or death, however caused and whether caused in whole or in part by the negligence of the releasees named below. 4. I/we hereby release, waive, discharge, and covenant not to sue the dance facility used by the participant, including its owners, managers, promoters, lessees of premises used to conduct the dance event or program, premises and event inspectors, underwriters, consultants, and others who give recommendations, directors, or instructions to engage in risk evaluation or loss control activities regarding the dance facility or events held at such facility and each of them, their directors, officers, agents, employees, all for the purposes herein referred to as "releasee" from all liability to the undersign, my/our personal representative, assigns, executors, heirs, and next of kin for any and all claims, demands, losses, or damages and any claims or demands therefore on account of any injury, including but not limited to the death of the participant or damage to property, arising out of or relating to the event(s) caused or alleged to be caused in whole or in part by the negligence of the releasee or otherwise. 5. I/we hereby acknowledge that the activities of the event(s) are very dangerous and involve the risk of serious injury and/or death and/or property damage, each of the undersigned also expressly acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures of the releasee. 6. Each of the undersigned further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the province or state in which the event is conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect. 7. On behalf of the participant, or on behalf of myself, if I am the participant, and individually, the undersigned parent(s) and/or legal guardian(s) for the minor participant executes their waiver and release, if, despite the release, the participant makes a claim against any of the releasees, the parent(s) and/or legal guardian(s) will reimburse the releasee for any money which they have paid to the participant, or on his behalf, and hold them harmless. I have read this release and waiver of liability, assumption of risk and indemnity agreement, fully understanding its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducements, assurance, or guarantee being made to me and intent my signature to be complete and unconditional release of all liability to the greatest extent allowed by law. DANCE SCHOOL RELEASEE: HINSDALE DANCE ACADEMY, INC.

### STUDIO POLICIES

**Attendance Absence/Make-up Policy:** It is the responsibility of the parent/student to notify the studio when the student will be absent and it is also the parent/student's responsibility to complete make-up classes by the end of each month. There are no refunds/pro-rating for missed classes. In the event of a major illness/injury, a doctor's note may be submitted to the director for approval and in extreme cases, a credit may be given toward future tuition. If a student has a minor injury/illness (not contagious), it is still mandatory that they attend all their classes. A great deal can be gained from observing their class and peers. Also, any student observing is required

to take notes during the class to reinforce dance theory and technical corrections. No outside homework may be done during observation. Attendance is important for the student to be able to progress and enjoy their education. Consistent absences build frustration, thus inhibiting the student's advancement. It can also make the student feel left behind in their class.

**Tardy Policy:** Students are expected to arrive on time for class. Late arrivals not only disrupt class, but also increase the risk of injury. If a student is more than 10 minutes late, the student will be asked to observe the class and take notes. **Private Coaching/Private Lessons** Private lessons and coaching are a great way to accelerate your dancer's progress. Private lessons and coaching are scheduled amongst the student and the instructor. Students training through private coaching/private lessons are expected to arrive on time, warmed-up, and ready to dance at the onset of their lesson time. Students must give 24-hour notice of cancellation for a private lesson. Notice given less than 24-hours in advance will result in 100% charge for that lesson. No shows will also be charged 100% for that missed lesson. Private lessons are in high demand at HDA. If you cannot make your lesson, there is probably someone else who would want that time slot. Private Lesson fees are paid directly to the instructor at the time of the lesson.

**Inclement Weather:** The Hinsdale Dance Academy strictly follows School District 181 for inclement weather and cancellations. Cancellations will be posted on HDA's social media and notification will be sent via email. It is important that HDA has a current email address for every family. This facilitates easy communication for unplanned cancellations. HDA does not provide make-ups for these classes. Students can make-up classes during anytime of the school year in any dance discipline of their choice.

**Emergency Preparedness:** Your child's safety is of utmost concern to us. In the event of an emergency or a severe weather event, students will be sheltered in the back hallway behind STUDIO H (the interior studio).

Bottled water and emergency first aid kits are stored in the faculty lounge. HDA is registered with the Southwest Central Dispatch Community Emergency Notification System to receive all emergency alerts.

**Communication:** Email is HDA's PRIMARY method of communication. HDA is not responsible for miscommunication if you unsubscribe to our Jackrabbit Dance emails or do not provide a valid email address.

Any changes in rehearsal schedules, cancellations, or important notices will be sent via email. Meetings with Faculty. Please make an appointment to speak to any HDA faculty members regarding your child. We cannot accommodate drop-in meetings without formal notice, unless it is an emergency. To schedule an appointment, please leave a message at the front desk with your contact information and availability. Parents are asked to direct any comments, concerns, or questions to [info@hinsdaledanceacademy.com](mailto:info@hinsdaledanceacademy.com). Please do not contact the director or faculty on their personal cell phones. If you have an emergency, please call the studio phone: 630-484-3241, please leave a message if you call after business hours. Calls will be returned the next business day.

**Rules and Regulations:** As part of their training, students of Hinsdale Dance Academy are expected to behave in a responsible and disciplined manner and to adhere to the behavior code set forth by Hinsdale Dance Academy. Hinsdale Dance Academy reserves the right to suspend or dismiss any student whose conduct or attitude is found to be unsatisfactory or inhibitive of other students' learning process. Parents of Hinsdale Dance Academy students are expected to demonstrate professional consideration. We have a zero-tolerance policy towards inappropriate behavior, such as: disrupting class; speaking poorly about other students, parents, or HDA faculty or staff; negative attitudes; and questioning the Director's authority. Your children are a reflection of you - good manners and proper etiquette are always expected. HDA is not responsible for lost or stolen items. Please write your name in your belongings.

**Dress Code Policies:** It is mandatory that all students at HDA maintain a neat, tidy, and professional appearance at all times. Wearing appropriate attire helps teacher to correct placement and also helps the student to see technical flaws and improvements. Hair should always be swept back and secured neatly away from the face. Hair must be in a bun, secured with bobby pins. Having hair in one's face impairs vision; clear, unobstructed vision is imperative for jumping and especially turning. Dangling earrings, bangles/bracelets/ watches, necklaces/chokers, or large rings are not permitted. Such items inhibit the student and can be a danger to others. Any student who does not follow the dress/hair code will not be admitted to participate in class. They may observe for the day. We are a pre-professional training academy and that is reflected in the way we approach our appearance. Students enrolled in classes at the Hinsdale Dance Academy are required to wear HDA uniform leotard, tights, and shoes. These uniforms can be purchased at Saxton Dance Shoppe. Evaluations. Student

evaluations will be held during the final week of the school year. The evaluation at the end of the year will determine placement for Fall of the following season.

#### TUITION POLICIES

A registration fee of \$35.00 will be charged at the beginning of each school year for all students enrolling. If you have more than one student at HDA, you will receive a 5% discount on the lowest tuition amount. New students may tryout a class for drop-in fee of \$35.00 per hour or 45 minutes class, \$30.00 for a half hour class. HDA requires each student/family to have an authorized credit/debit card on file which will automatically be charged on the first of the month (August charge will be on the first day of the school year or session). HDA does not send out tuition notices. An additional \$15.00 fee will be added per week that tuition is left unpaid. If tuition is still unpaid by the 3rd week, the student will not be admitted to class until the balance has been paid in full. Please remember that it is your responsibility to keep your credit/debit cards current to avoid extra fees. If you wish to pay with cash/check, please be sure that your payment is received on the first day of each month. Please note: Your classes may not be on the first day of every month. Tuition is non-refundable! No refunds or pro-rates are given for classes missed due to illness (exceptions made to major illnesses at the discretion of the director), termination of enrollment, vacation, or scheduling conflicts. All make-ups for missed classes must be completed during the month in which the class was missed. Make-ups may not be applied to tuition for a pro-rate. A pro-rate is only offered to a new student beginning in the middle of a month. It may only be used one time per student upon registration. Cancellation Policy Notification of termination must be made known BY EMAIL one week prior to the commencement of the next month. Please email [registrations@hinsdaledanceacademy.com](mailto:registrations@hinsdaledanceacademy.com) to notify HDA of your cancellation. Do not assume notification has been made until you receive a confirmation email of termination. If notification is not made known before the next month begins, you will be charged for that month as a place in the class is being held for the student. No refunds will be given at that time. Also, no refunds are given on performance/costume fees. HDA accepts the following forms of payment: credit/debit with Visa, Master Card, and Discover.

#### CONSENT FOR MEDICAL TREATMENT

I, the natural parent and/or guardian of a minor child, do hereby fully authorize the Hinsdale Dance Academy staff, or designated chaperones, to act on my behalf in the event my child is the victim of an accident, injury, or illness that requires immediate medical or surgical care. Actions on behalf of my child shall include, but not be limited to authorization for the Hinsdale Dance Academy staff or other chaperones to arrange for such medical care as they deem appropriate, substantiated by local medical advice, and to give my required consent for such medical care. I acknowledge that it is my responsibility to advise the Hinsdale Dance Academy, in writing, of any allergies, medical problems, or prescription medical requirements that would be pertinent in the treatment of my child. I, the undersigned, also assume all the financial responsibility for any medical costs incurred, thereby forever releasing the Hinsdale Dance Academy, its affiliates, staff, chaperones, or designees from any financial liability.

#### PHOTO/MEDIA RELEASE

I hereby authorize the Hinsdale Dance Academy to use, reproduce, and/or publish photographs and/or video that may pertain to my child or me - including my image, likeness, and/or voice without compensation. I understand that this material may be used in various publications, public affairs releases, advertisements, recruitment material, broadcasts, or for other related endeavors. This authorization is continuous and may only be withdrawn by my specific rescission of this authorization. Consequently, the Hinsdale Dance Academy may publish materials, use my name, photograph, and/or make reference to me in any manner that the Hinsdale Dance Academy deems appropriate.

Please sign electronically through the Parent Portal.