



2019-2020 Policies

- *Tuition is due at the first of every month. A late fee of \$15 will be billed to my account after the Tenth.
- *Tuition is not transferable to the preceding or following month, or to another student. No Refunds will be made for missed classes.
- *Prorating is not allowed unless I or my child is a new student beginning in the middle of the month.
- *During the year, there are several months that have 5 weeks (an extra class), and therefore we do not pro-rate tuition when we are closed for holidays.
- *A yearly membership fee of \$50.00 is due when enrolling.
- *For checks returned to Fusion Dance Academy due to insufficient funds or charge cards that are declined, will be required to cover the check or charge with a money order, cashier's check, or cash plus a \$30.00 returned check/declined charge fee, within 3 days of notification.
- *Costume(s) must be purchased to participate in the June 2020 showcase. Costume orders are due in January 2020 . Costumes are non-returnable and once purchased the fees are non-refundable. Costumes are \$105/class. Costumes that are ordered after Dec. 10th will have additional shipping and handling fees and cannot be guaranteed for showcase.
- *Every student whose tuition/fees are paid up-to-date will have an opportunity to perform on stage and show family and friends how he or she has progressed through the year.
- *Videotaping of the June 2020 showcase is strictly prohibited. This is to prevent obstruction and disturbance of the other audience members as well as compliance with the various theater regulations. A professional video company will tape the performances and make the DVD's available for purchase.
- *Instructors determine class placement, and dancers and parents should support their decisions and selection of class placements.
- *In order for a dancer to be in a higher-level class, additional training may be necessary in the form of extra classes.

*It is important for every dancer to feel like a dancer while in class. Therefore correct uniform must be worn at all times. *No food or sodas are allowed in the dance rooms. Only water bottles are allowed in the dance rooms.

*A \$100 showcase fee is due on or before November 1, 2019. This helps to cover the cost of rehearsal and showcase space rentals, staffing, etc.

* If a student withdraws after the school year begins, they will be charged and responsible for payment of tuition unless a "DROP Form" is received before the 1st day of the month. The office must be notified in writing to give official notice. Drop forms are available at the studio or online.

*If there are less than 4 students in a class we will drop the class to 30 minutes, since its considered a semiprivate. The fee stays the same and the class is not canceled. Classes at 30 minutes will remain the same.

*Fusion Dance Academy is not responsible for lost personal items. Every first Monday of the month, items held for 30 days or more will be given to charity.

*Dance education requires "hands on" instruction as well as verbal instruction. Instructors will regularly correct dancers by touching their arms, legs, feet, hips, back and head to move them in the correct position. Instructors will also verbally correct dancers during class. Dancers will be required to know the routines and are expected to practice at home.

* For safety precautions students will be asked to remain in the lobby for a parent or guardian to pick them up. Students are asked not to leave the studio without a parent or guardian accompanying them outside.

*Observations are allowed in class during dancer's first class, the first week of December and the first week of May. Thereafter at no time are observers to enter the classroom, as this action will interrupt the class. If there is an emergency please contact the front desk. (Intro and Creative classes are held in the small studio with windows so parent observation is always an option.)

*Any questions of concerns regarding the policies or decisions made by the artistic director or any staff member should be addresses directly to the office, a personal appointment with that person should be requested. We ask that you address the issue as it affects you or your child individually and privately.

*A positive attitude and continued support is necessary in order for any dancer to continue the privilege of participating in the Academy's program. If dancers chooses to have a negative attitude or cause volatile scenes in any way, they will be asked to leave the Academy.

*The Artistic Director and Instructors of Fusion Dance Academy will discuss only yours or your child's progress and not other students progress at the Academy. Do not compare yourself to other dancers and always be supportive and nurturing to the development of dance at the Academy.

*Fusion Dance Academy reserves the right to refuse services to any person who does not support the policies and decisions set forth.

Fusion Dance Academy, LLC

Release and Waiver of Liability

PLEASE READ THIS CAREFULLY. THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR AND YOUR CHILD'S LEGAL RIGHTS.

This is a Release and Waiver of Liability (the "Release") executed on this ____ day of _____, 20____ by _____ (the "Participant"), in favor of Fusion Dance Academy, LLC, an Oregon limited liability company ("Fusion"), and its Members, employees and agents.

Participant desires to participate in certain dance classes and activities of Fusion and assures that Participant is in proper physical condition to take part in dance classes and activities a Fusion. Participant understands that there are risks of physical injury associated with, arising out of, and inherent to dancing and activities associated therewith. In recognition of this acknowledged risk of injury, and in consideration of being accepted into such dance classes or activities Participant hereby freely, voluntarily and without duress executes this release and waiver of liability under the following terms:

1. **Release and Waiver.** Participant does hereby release and forever discharge and hold harmless Fusion, its Members, employees and agents for any and all claims or demands for damages, loss of services, costs and expenses in any way resulting from any and all injury to Participant or property of Participant arising directly or indirectly out of Participant's participation in any and all activities of Fusion including, but not limited to, dance classes, competitions, tournaments, travel to and from competitions or tournaments, and any and all activities associated or performed in conjunction with Fusion.

Participant understands that this Release discharges Fusion from any liability or claim that the Participant may have against Fusion with respect to any bodily injury, personal injury, illness, death, or property loss or damage that may result from Participant's activities with Fusion, whether caused by the negligence of Fusion or its Members, employees, agents or otherwise. Participant also understands that Fusion does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to, medical, health, or disability insurance in the event of injury or illness

2. **Indemnification.** Participant agrees to indemnify and hold forever harmless Fusion, its Members, employees and agents from any and all injuries, damages, costs and attorney's fees whatsoever which may arise out of the Participant's participation in any Fusion activity or presence on the premises of the dance studio.
3. **Medical Treatment.** If Participant consents and authorizes the employees, representatives and agents of Fusion to obtain necessary medical treatment or hospitalization or such other care necessary for the health and welfare of Participant, and Participant agrees to be responsible for and pay the cost of such medical treatment or hospitalization, Participant or responsible party should **initial here** _____. If initialed Participant hereby authorizes Fusion, its employees and agents to consent to x-ray examinations, anesthesia, medical or surgical diagnosis, and or treatment and hospital care to be rendered to Participant pursuant to the advice of a physician, surgeon or dentist licensed under the laws of the State of Oregon. Participant does hereby release and forever discharge Fusion from any claim whatsoever which may arise or may hereafter arise on account of any first aid, treatment, or service rendered in connection with Participant's participation in Fusion activities or with the decision by any representative or agent of Fusion to exercise the power to consent to medical or dental treatment as such power may be granted and authorized herein.

4. **Insurance.** Participant understands that, except as otherwise agreed to by Fusion in writing, Fusion does not carry or maintain health, medical or disability insurance coverage for any participant. Participant understands that it shall be Participant's sole responsibility to obtain his or her own medical or health insurance coverage for Participant.

5. **Photographic Release.** Participant does hereby grant and convey unto Fusion all right, title and interest in any and all photographic images and video or audio recordings made by Fusion during Participant's participation of any and all Fusion activities, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings, and further consenting to use Participant's photo or likeness in or on any form of advertisement for Fusion or a Fusion sponsored event.

6. **Miscellaneous.** This Release and Waiver of Liability shall be binding on the heirs, successors and personal representatives of the Participant. Participant expressly agrees that this Release and Waiver of Liability is intended to be as broad and inclusive as permitted by the laws of the State of Oregon, and that this Release and Waiver of Liability shall be governed by and interpreted in accordance with the laws of the State of Oregon. Participant agrees that in the event that any provision herein shall be held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not otherwise affect the remaining provisions of the Release and Waiver of Liability which shall continue to be enforceable to the full extent permitted under the law.

I have read the foregoing Release and Waiver of Liability and acknowledge that the provisions are contractual and not a mere recital and I understand that I am bound by the terms hereof by placing my signature herein. If Participant is a minor, the parent having legal custody and/or the legal guardian of the minor hereby represents and warrants that they have the legal authority to bind the Participant and such parent or guardian executes this release on behalf of the minor and the parent or guardian, and this release is binding on the child and such parent or guardian

Signature/Parent Signature if under 18

Date

Parent's name (printed) _____

Parent's Phone number _____

Email _____

Child's Name _____

Child's Birth date _____