

Waivers and Policies

AUTHORIZED SIGNER: I represent that I am (i) a parent or legal guardian (“Parent” for this agreement) of a minor or adult child (Student”), (ii) age 18 or older at the time of signing this agreement and am registering myself (“Adult Child”, or (iii) an authorized agent of an Adult Child or Parent. If I am an Adult Child, I agree that I am both a Parent and Student for the purposes of this agreement and that “Student” refers to me and my parent(s). I agree that parental obligations in this agreement apply to and bind both me and my parent(s). If I sign this agreement on behalf of a Parent (either as an Adult Child or as an agent, such as a driver, babysitter, chaperone, or other caretaker), I represent and warrant that (i) the Parent authorized me to act on his or her behalf and to bind Parent to this agreement, (ii) PDC may rely on my representations and warranties below regarding Parent, and (iii) I agree to be personally liable and indemnify and hold PDC harmless against any misrepresentation.

Creative Learning Environment: PDC is committed to providing a creative learning environment. As such, PDC does not tolerate any of the following and any Student, or his/her Parent, family friend, or agent, engaging in any of the following, as determined in the sole discretion of PDC, will result in Student’s dismissal from the current program, without refund, and the account will be put On Hold: (i) physical aggression towards any other person; (ii) refusal to participate; (iii) inability to pay attention or focus; (iv) lack of preparation; (v) disruptive behavior; (vi) verbally abusive or threatening behavior (physical or emotional) towards any other person; (vii) inability to stay in rehearsal room or performance venue without Parent or agent; (viii) causes harm, or threatens to cause harm, to self, others or property of PDC or another; (ix) intentionally exposes a sick or contagious Student or self to others; (x) throws objects; (xi) takes or hides other’s belongings; (xii) violence; (xiii) vandalism; (xiv) sexual misconduct; or (xv) any other action or inaction that violates the policies and behavior as contemplated by and outlined in this agreement determined in the sole discretion of PDC. Furthermore, the possession, use and/or sale of cigarettes,

alcohol, cannabis, or illegal drugs at the studio, PDC events, performance venues will result in immediate dismissal without refund.

Observation and Make-ups: Until further notice and due to safety precautions, only PDC Staff and registered students are allowed in the lobby and/or dance space. For safety reasons, there are no in-person make-ups permitted for any reason. All make-up classes may be done virtually in an approved PDC Interactive class options within 2 weeks of the absence. Make-up classes are not offered for studio breaks or holidays with the exception of: Labor Day, Dr. Martin Luther King Jr. Day, and Memorial Day. Given the aforementioned emphasis on continuity and maintaining an optimal classroom environment, dancers will not be able to make up missed classes after April 1, 2021 for the remainder of the session. This is both for the sake of the dancer as well as the class. Making-up a class with students who are already well into their specific classes' recital choreography, places the dancer in a position of being expected to know material they have not yet learned and disallows the class from picking up where they left off.

Anti-Bullying Policy/ Personal and Property Damage: PDC recognizes the harmful effects of bullying. As such, PDC does not tolerate bullying of any kind, by either a Student or a Student's Parent, family members, friends, or agent, especially bullying directed towards another member of the PDC community, be it threatening, physically intimidating or saying or writing hateful or mean-spirited words anywhere, at any time, associated with a PDC event or performance, either in person or online, or by any other way of communication, be it writing or otherwise, made directly or indirectly to another Student. I agree that I am responsible, and agree to timely reimburse PDC, for any damage to any PDC property caused by Student, Parent, family member or agent. PDC property includes any property for which PDC is responsible, whether or not owned by PDC. PDC is not responsible for lost or stolen items. Items left in the lost and found will be donated at the end of each month without reminder or notice.

Payment and Refund Policies

Fees are non-refundable for all programs. PDC offers no refunds, transfers or credits for missed classes, workshops or camp days due to illness, schedule conflicts or for any other reasons. By registering your child for classes, you agree to have your monthly tuition automatically withdrawn on the 25th of each month. This authorization will remain in effect until notified by the customer in writing, with a 2-week written cancellation notice via email prior to the following charge session (25th of that month).

Tuition is the same every month and will not be prorated for missed classes, observed holidays or studio breaks. Tuition is calculated based on the number of weeks in the season and is divided into equal monthly payments. This includes months with 5 weeks, recital week, studio holidays and breaks, which are distributed among the 10 months. A list of studio holidays can be found on our website at www.prodigydance.com, under the “Schedule” tab. The first charge for September 2019 will be automatically withdrawn when you register for classes. Tuition not collected by the 28th of each month due to declines and or payment method issues will be subject to a \$25 late fee, per week the tuition payment is past due. You **MUST update your online account if your credit card or bank account information has changed or expires in order to avoid a \$25 late fee. Any account that is more than 2 months past due, will automatically be sent to collections by our accounting department.**

An annual \$45 registration fee is due at the time of registration and non-refundable. All registrants are required to have a credit card or bank account on file to secure a spot in a class. Tuition payments will be processed with the payment method shown on file **AUTOMATICALLY on the 25th of each month for the following months tuition. For Example: Tuition for October will be charged September 25th. There will be a 3.5% administrative fee to use a credit or debit card. There is **NO** charge if you add your bank account under ACH (Automated Clearing House) which is the authorization to debit**

directly from the customer's checking or savings account. PDC has the authorization to initiate electronic payments for ANY balances past due on the account. All declined/returned ACH payments are subject to a \$35 fee that will be charged to your account. Customers are responsible for making sure their credit card or bank account on file is current.

In the event that enrollment does not reach the required number for a particular class, workshop or camp, or circumstances arise beyond PDC's control, PDC reserves the right to cancel or combine age/level appropriate classes. You will be notified, and we will find a suitable replacement. If no replacement can be settled upon, PDC will refund your tuition payment. Transferring or changing classes is allowed without a fee within two weeks of registration. There is a \$15 fee per class transfer or change made after the two-week grace period. Because of the annual June Recital preparations and costume orders, class transfers or changes may only occur through November 2, 2020.

A recital fee of \$95 per dancer will be charged to every client's account with November's tuition on October 25th or once we have clearance to hold our event(s) based on county guidelines. The recital fee is non-refundable. All dancers will be charged the recital fee. In the unlikely event that your dancer is unable to participate in the end of the year recital with their class, the \$95 recital fee will become a credit on your account to be used exclusively for June tuition 2021. If a dancer drops a class prior to June, they are forfeiting the non-refundable recital fee.

Class Make-Up and Cancellation Policy

We require a 2-week written cancellation notice via email prior to the next charge session (25th of the month) in order to drop a class and discontinue tuition payments regardless of the clients' attendance. As long as a student is enrolled, they are holding a spot in their chosen class. If you choose to drop a class less than 2 weeks prior to the next charge session (the 25th of the month), tuition will still be charged for the following month. Withdrawals are accepted through March 28, 2021. (Any drop requests after April 1st will not be honored)

and the account holder will be responsible for the remainder of the session tuition through June 2021). PDC's 2-week written drop/cancellation policy will remain the same in the event that classes are moved to the virtual platform.

Conditions Beyond Control of PDC: PDC will not provide refunds or credits for any classes, lessons, workshops, programs, or performances that are cancelled, interrupted or interfered with as a result of any quarantine; pandemic; fire; storm; flood; earthquake; explosion; acts of War or Terrorism; rebellion; laws, regulations, requirements, rulings or orders of any governmental agency or authority; or acts of God.

Release of Liability

Risk of Injury: By signing this agreement, Student and Parent recognize and acknowledge that performance art is dangerous and involves certain risks including, but not limited to (a) loss of, or damage to, personal property; and (b) bodily injury, such as sprains or strains, impact injuries, and blisters or fatality. As a voluntary participant, Student understands and accepts all of these and other risks associated with participation at PDC, no matter how remote or unlikely.

Physical Condition: Student (or Parent) represents and warrants to PDC that Student has no physical or psychological problems that would prohibit Student from participating in the activities at PDC. Student or Parent has consulted a personal physician or has taken whatever steps deemed necessary to determine that Student's status is of good health with no conditions that might limit participation in performance art. Student or Parent understands that no medical benefits or services will be provided during these performance art activities, and that Student and/or Student's insurance shall be solely liable to pay for any medical expenses incurred on Student's behalf.

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. As a result, federal, state, and local governments and federal and state health agencies recommend/mandate social distancing at all times, high volume sanitization practices and face coverings for certain age groups. PDC has put in place preventative measures to reduce the spread of COVID-19; however, PDC cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending PDC could increase your risk and your child(ren)'s risk of contracting COVID-19. I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending extra-curricular activities such as PDC and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at PDC may result from the actions, omissions, or negligence of myself and others, including, but not limited to, PDC staff, program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at PDC or participation in PDC classes. On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless PDC, its employees, staff, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of PDC, its employees, staff, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any PDC program, class or event.

Online Classes: PDC may, in its sole discretion, teach class through electronic means. In such instances, PDC will capture its classes on video, audio and/or still images for broadcast to Students via PDC

Interactive. By participating in such online classes, Student and/or Parent grants PDC permission to use materials Student and/or Parent provides to PDC or its employees or agents (such as instructors) in one or more of its content, products and advertising, without notice, compensation to or further approval from Student and/or Parent. PDC's 2-week written drop/cancellation policy will remain the same in the event that classes are moved to the virtual platform.

Waiver: I realize that while PDC endeavors to take reasonable and appropriate safety precautions, participation in supervised lessons and rehearsals involve some risk of injury. I hereby release and hold harmless Prodigy Dance Company (PDC) and all of its principals, agents, contractors, and employees of and from any actions, claims, and damages of any kind, either in contract or tort or otherwise, on account of injuries of any type or nature incurred in connection with or arising out of my child's or my own participation in this program. In case of emergency, my child may be treated by a qualified physician. I understand that PDC does not assume responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

Release of Claims: In consideration for Participant's participation in this activity, and with the intent to be legally bound, Participant (or Parent/Guardian), on behalf of Participant, and Participant's heirs executors, administrators, and assigns does hereby forever release, waive, and relinquish all claims Participant may have as a direct or indirect result of Participant's participation in this activity and any and all activities relating to the services provided by Service Providers. Participant (and/or Parent/Guardian) hereby irrevocably releases all of the Service Providers, their employees, agents, representatives, elected officials, contractors, subcontractors, successors, heirs, assigns, lessors, affiliates, volunteers and legal representatives from, and hold them harmless for, all claims, rights, demands or causes of action whether known or unknown, suspected or unsuspected, arising out of the activities or any services provided by Service Providers, which Participant or Participant's successors, heirs, or assigns may have against the Service Providers in connection with activities with the Service Providers, and Participant

agrees to make no claims against or sue any of the Service Providers for injuries, death, or property damage that is caused due to the ordinary negligence of the Service Providers or any dangerous conditions of any property upon which the activities may take place.

Severability and Limitation of Liability: Student expressly agrees that this agreement is governed by the State of California and is intended to be as broad and inclusive as permitted by California law, and that in the event any portion of this agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the agreement shall not be affected or impaired in any way and shall continue in full legal force and effect. The parties to this agreement acknowledge and agree that PDC and none of its employees, Melissa Semmer, or any of its agents are personally liable for any litigation or disputes arising hereunder, whether direct or indirect, and of any nature whatsoever.

Attorney's Fees: Student acknowledges that this agreement is a contract and agrees that in the event of a dispute, claim, action, proceeding, pre-litigation matters, or lawsuit arising from or in connection with the execution, non-performance, or breach of any obligation of this agreement, Student shall pay all attorney's fees and costs, including, without limitation, expert witness fees and costs, incurred by PDC.

Pick-up and Drop-off

Parents/guardians and caretakers are granted a 5-minute grace period following the official end time of the camp, workshop or class their student is attending.

Photo Consent

Photo/Video Release: I authorize PDC to allow Student's photo to appear in promotional and educational material without identification. I understand that PDC uses social media outlets (such

as Facebook and Instagram) that allow for comments and “tagging” by users. I hold PDC harmless for any user comments or user “tagging” identifying Student and understand this may occur. I also understand that, upon written request by me, PDC will remove any comments or tagging identifying Student.

ENTIRE AGREEMENT: This agreement and the PDC Agreement for Parents and Students is the entire agreement between the parties with respect to the subject matter hereof, and supersede all statements, negotiations, agreements and understandings not herein included or reference. This agreement may only be amended by a written document signed by all parties.