

A DANCE PERSPECTIVE, LLC DBA TURNING POINTE DANCE CENTRE (TPDC)
POLICIES AGREEMENT AND WAIVER/RELEASE FORM
EFFECTIVE 10/01/24

ENROLLMENT/REGISTRATION: An annual nonrefundable registration fee of \$40 is charged for the first student, \$30 for the second student, and \$25 for each additional student in the same household. Once a student is enrolled, tuition will continue to be charged each month through June. Class placement is determined by the instructors and is based on a student's ability and certain age restrictions. Classes can be added through the DanceStudio-Pro Parent Portal at any time with instructor permission until March 15 of each year. Classes can only be dropped effective the first of each month and parents must provide written notice via email to dance@turningpointdancecentre.com at least 30 days before dropping the class.

TUITION/PAYMENT: Our program is designed as a ten-month session running September through June. Monthly tuition is calculated on a four-week month average and is divided into equal payments for lessons received for the full ten-month session. Tuition will remain the same each month regardless of attendance, school closures, holidays, vacations, recital rehearsals and performances, etc. Registration reserves a place in the class for the dancers, even when they are absent. Tuition will not be prorated for any reason. Holiday closures are Memorial Day, Halloween, Fall Break (Wednesday through Saturday of Thanksgiving week), Winter Break, and Spring Break.

All tuition and fees are due on the 25th of each month for the following month's fees. For example, September fees are due on August 25, October fees are due on September 25, etc. Payments can be made by autopay, credit card, debit card, bank account, etc. We do not accept cash or checks. A late charge of 10% or \$10.00, whichever is greater, will be added for all fees paid six (6) or more days after the 25th of each month. Accounts thirty (30) days behind will be suspended, and dancer(s) will not be permitted to return to class until the entire balance owing has been paid in full. There will be no prorated tuition, deductions, refunds, or transfers for missed lessons, regardless of the reason. Accounts that become delinquent for more than thirty (30) days face cancellation of classes.

REFUNDS/RETURNS: NO REFUNDS ARE GIVEN FOR ANY REASON, including loss of interest, time conflict, injury, illness, pandemic, government shutdown, natural disaster, etc. This applies to class tuition, private lesson fees, costume and retail purchases, etc. Retail items must be returned unused with the original packaging to receive the account credit. Account credits can be used toward any future tuition or retail purchases. Account credits will expire after one year.

RECITAL PERFORMANCE: In each regular class session (September through June), we showcase the progress of our students in our professional quality recital performances. Participation is not mandatory; but is strongly encouraged, as dance is a performing art. Families with multiple students or students taking multiple classes/levels should expect to perform in more than one show. Students who opt out of performing in the shows will still learn the recital routine during their class(es) to allow them to experience as much of the show process as possible. Adult students (over age 18), or parents of students choosing not to perform in the shows, must notify us via email to dance@turningpointdancecentre.com by January 1 or Recital Fees will not be credited to the account.

RECITAL FEES: Each student participating in the Recital will be charged a Recital Fee for each routine they perform. Tiny Tots, Creative Movement, Combination classes, and Beginning level students will be charged \$100 (plus tax) per class. Intermediate and advanced-level students will be charged \$120 (plus tax) per class. All recital fee balances will be available by October 1. Recital fees may be paid in advance or in installments on the required due dates below. Recital costumes will be distributed once June tuition and all fees for the entire session are paid in full. All costumes must be picked up by July 1 or they will be disposed of.

- Families with one to two classes must pay by November 25.
- Families with three to five classes must pay one-half by October 25 and one-half by November 25.
- Families with six or more classes must pay one-third by September 25, one-third by October 25, and one-third by November 25.

ARRIVAL AND DISMISSAL TIMES: Dancers should arrive in full dance attire 10 minutes prior to their scheduled class time. Missing 'warm-ups' due to tardiness may cause injury and is disruptive to the rest of the class. Classes may be dismissed by the instructor 5 minutes prior to the scheduled class end time to allow students time to prepare for their next class.

ATTENDANCE: Students must attend all classes unless there is an illness or family emergency, as absences affect the entire class. Weekly reinforcement of dance technique is imperative to keep the student advancing with the remainder of the class. Poor attendance hampers the student's dance education and the Recital choreography process. If it is necessary to miss class, please enter the expected absence in your Parent Portal with the reason for the absence. Students may make up classes within 30 days of the class missed during the session from September through March. For April through June, make-up classes are only allowed in classes that do not perform in Recital, as Recital performance preparations are in progress. To request a make-up class, please email us at dance@turningpointdancecentre.com so that we can log the make-up in our system and notify the instructors. Missed classes must be made up by the student who missed the class and cannot be used by friends, family, etc., and must be made up in a comparable level of class that was missed. Starting April 1, if a student has 3 or more absences (absence includes arriving late or leaving early) in any class(es), the student will be removed from the Recital performance for those class(es) with no Recital Fee refunds.

CLASS OBSERVATION: In the interest of minimizing lobby traffic, we ask guardians of Beginning 3, Intermediate, and Advanced students to drop their dancer(s) off 10 minutes before class, dressed and ready to dance. Guardians may return for the last 10 minutes of the dancer's final class to observe the lobby monitors. Guardians of Tiny Tots, Creative Movement, Combination classes, and Beginning 1-2 dancers may stay in the lobby for the duration of the class and observe the class on the lobby monitors.

DRESS CODE: Our Dress Code is on our website, www.turningpointdancecentre.com. The Dress Code is mandatory and will be strongly enforced.

CLASS ETIQUETTE: Every student and parent is expected to behave throughout the facility in a disciplined, responsible, and courteous manner. Excessive talking or unfriendly behavior is not conducive to a healthy learning environment. TPDC reserves the right to suspend or dismiss any student or parent whose attitude, attendance, or conduct is found unsatisfactory.

COMMUNICATION: We communicate with our parents and students via email. Our email address is dance@turningpointdancecentre.com. Please be sure that all your contact information, including emergency contacts, is always current in the Dance Studio-Pro Parent Portal so TPDC can keep you informed of important information and reach you in case of emergency. We do not communicate via text or social media.

PERSONAL PROPERTY: Be sure to label your dancewear and bags so we can return them to you if left at the studio. We are not responsible for lost, stolen, or damaged articles of clothing, jewelry, or other personal property. Please check the lost and found, as items will be donated to charity regularly. Security cameras are in force.

FOOD AND DRINK: Only water is allowed in the studios. Food and drinks are only allowed in designated areas. Any food containing nuts is not allowed on the premises.

CLASS CANCELLATION: Classes may be canceled or combined for low enrollment at any time. If it is necessary for us to cancel classes due to unforeseen circumstances, we will recommend appropriate make-up classes for the canceled classes.

PRIVATE LESSONS: The cost for a private lesson is \$90 per hour for one dancer, \$120 per hour for two dancers sharing a lesson, and \$150 per hour for three dancers sharing a lesson. Private lesson fees must be paid in advance to receive the lesson. To cancel or reschedule a private lesson, please notify the instructor at least 24 hours before the private lesson. If you cancel or reschedule with less than 24-hour notice, there is a \$25 cancellation fee. If you schedule a private lesson and fail to attend or notify the instructor at least four hours before your scheduled time, you will be charged for the private lesson in full because the instructor will not have time to schedule a replacement.

PHOTO/VIDEO WAIVER: Student(s) and their guardian(s) grant TPDC the absolute right to copyright and publish images captured through video, photo, or digital camera, of which the student may be included in whole or part, for news release, website publications, advertising materials (including, but not limited to, social media, signage, brochures, flyers, newsletters, etc.). Student(s) and their guardian(s) waive any right that they may have to inspect and/or approve the finished product or the advertising copy that may be used in connection therewith, or the use to which it may be applied. Student(s) and their guardian(s) release, discharge, and agree to save TPDC from any liability by any blurring, distortion, alteration, optical illusion, or use in composition form, whether intentional or otherwise, that may occur or be produced in the making of said images, or any processing tending towards the completion of the finished product. If you are uncomfortable with your student(s)' image being used for any of the above reasons, you must notify us via email at dance@turningpointdancecentre.com.

INJURY RISK WAIVER: Student(s) and their guardian(s) understand that there are risks of physical injury associated with, arising out of, and inherent to dancing. These risks include the potential for slips and falls, sprains, strains, dislocations, soft tissue injuries, musculoskeletal injuries, podiatric conditions, and other risks not specified here. Understanding these risks and the potential for others not listed, student(s) and their guardian(s) agree to personally accept and assume all the risks in their participation at TPDC. Participation at TPDC is entirely voluntary, and student(s) and their guardian(s) choose to participate despite the risks. We understand that TPDC does not assume any responsibility for or obligation to provide financial or other assistance in the event of injury or illness, including but not limited to medical, health, or disability insurance or support.

HANDS-ON CORRECTION/COSTUME FITTING WAIVER: Dance education sometimes requires hands-on instruction as well as verbal instruction. Instructors/staff may correct dancers by touching their arms, legs, feet, hips, back, and head to move them in the correct alignment position and for partnering, and/or costume fittings. Student(s) and guardians(s) acknowledge that this is a common standard in dance instruction and understand that it is their responsibility to communicate clearly with the instructor(s), staff, and/or the Director if any form of touch is unacceptable to them.

POLICY CHANGES: Turning Pointe Dance Centre (TPDC) reserves the right to change policies and/or adjust fees at any time and for any reason, without notification.

ENTIRE AGREEMENT: IT IS EXPRESSLY UNDERSTOOD AND AGREED BY STUDENT(S) AND THEIR GUARDIAN(S) THAT THERE ARE NO PROMISES, AGREEMENTS, CONDITIONS, UNDERSTANDINGS, INDUCES, WARRANTIES, OR REPRESENTATIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, BETWEEN THEM, OTHER THAN AS HEREIN OUTLINED IN THIS AGREEMENT AND WAIVER/RELEASE FORM.

HOLD HARMLESS AGREEMENT: THE STUDENT(S) AND THEIR GUARDIAN(S) INDEMNIFY AND HOLD HARMLESS TURNING POINTE DANCE CENTRE (TPDC) AND A DANCE PERSPECTIVE, LLC AND THEIR AGENTS, STAFF, AND OFFICERS, FROM ANY LIABILITY WHATSOEVER FOR ANY DAMAGES OR INJURIES, AND FROM ANY AND ALL CLAIMS AND DEMANDS, INCLUDING ATTORNEY FEES, ARISING OUT OF THE PARTY'S PARTICIPATION IN DANCE CLASSES, PRIVATE LESSONS, REHEARSALS, COMMUNITY EVENTS AND/OR PERFORMANCES PROVIDED BY OR PARTICIPATED IN THROUGH TURNING POINTE DANCE CENTRE (TPDC).

I CERTIFY THAT I HAVE READ THIS AGREEMENT AND WAIVER/RELEASE FORM, UNDERSTAND IT IN ITS ENTIRETY, AND AGREE TO BE BOUND BY THE TERMS INCLUDED IN THIS AGREEMENT AND WAIVER/RELEASE FORM. IF THE STUDENT(S) ARE MINORS, I CERTIFY THAT I HAVE FULL LEGAL AUTHORITY TO SIGN THIS AGREEMENT AND WAIVER/RELEASE DOCUMENT ON THEIR BEHALF.