



COVID 19 - WAIVER & LIABILITY

HD DANCE INC WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

IN CONSIDERATION for being permitted to utilize the services, and programs of HD DANCE INC and/or for my children listed above to so participate for any purpose, including, but not limited to, observation or use of facilities or equipment, or participation in any off-site program affiliated with HD DANCE INC. The undersigned, on behalf of himself or herself and such participating children and any personal representatives, heirs, and next of kin (hereinafter referred to as "the undersigned") hereby acknowledges, agrees and represents that he or she has inspected and carefully considered such premises, equipment and facilities and/or the affiliated program and that the undersigned finds and accepts same as being safe and reasonably suited for the use or participation by the undersigned and such participating children.

In addition, the undersigned acknowledges that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including several cases in California. In accordance with the most recent guidance and protocols issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), the California Department of Health (CDH), for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities, services, and programs of HD DANCE INC (other than any exclusively online services and programs) within 14 days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Network is continuously updating this list and the undersigned agrees that they are aware of this list and the countries listed. The undersigned agrees to check the CDC Travel Health Notices list (<https://www.cdc.gov/coronavirus/2019-ncov/index.html>) prior to utilizing the facilities, services, and programs of HD DANCE INC, on a daily basis if necessary. The undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities, services, and programs of HD DANCE INC if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify HD DANCE INC immediately if he or she believes that any of the foregoing access/use restrictions may apply.

HD DANCE INC have taken certain steps to implement recommended guidance and protocols issued by the Public Health Agencies for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above. The undersigned acknowledges and agrees that HD DANCE INC may revise its procedures at any time based on updated recommended guidance and protocols issued by the Public Health Agencies and further, agrees to comply with HD DANCE INC's revised procedures prior to utilizing the facilities, services, and programs of HD DANCE INC. The undersigned further acknowledges and agrees that, due to the nature of the studio, services, and programs offered by HD DANCE INC, social distancing of 6 feet per person among children and adults.

The undersigned fully understands and appreciates both the known and potential dangers of utilizing the studio, services, and programs of HD DANCE INC and acknowledges that use thereof by the undersigned and/or such participating children may, despite the HD DANCE INC's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.



I AGREE THAT IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER HD DANCE INC FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY ON-SITE OR OFF-SITE PROGRAM AFFILIATED WITH HD DANCE INC, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF SUCH PARTICIPATING CHILDREN, FAMILY, SPOUSE, ESTATE, EXECUTORS, ASSIGNS, HEREBY RELEASES, PERSONAL REPRESENTATIVES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE HD DANCE INC, its directors, affiliates, officers, volunteers, agents, employees, and owner from all liability to the undersigned or such participating children and all personal representatives, assigns, heirs, and next of kin of the undersigned or such participating children for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned or such participating children (or any person who may contract COVID-19, directly or indirectly, from the undersigned or such participating children) whether caused by the negligence, active or passive, of the HD DANCE INC or otherwise while the undersigned or such participating children are in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the HD DANCE INC. The undersigned expressly and knowingly waives all rights under California Civil Code Section 1542, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that if known by him or her, would have materially affected his or her settlement with the debtor or released party."

I AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS HD DANCE INC, its directors, officers, employees, volunteers and agents, and each of them, from any loss, liability, damages or costs they may incur, whether caused by the negligence, active or passive, or otherwise while the undersigned or any participating child is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with HD DANCE INC. The undersigned understands and agrees that HD DANCE INC is not required to provide insurance to cover the undersigned or such participating children in the event they suffer an illness, injury, death, property loss, theft or damage of any sort upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with HD DANCE INC. HD DANCE INC defend from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of HD DANCE INC Facilities, tools, equipment, or materials, whether caused by the negligence of the Released Parties.



ZOOM ONLINE CLASS - WAIVER & LIABILITY

By voluntarily participating in HD DANCE INC zoom online programming, you acknowledge that all exercises and dance are undertaken at your own risk and unconditionally release the company from all liability to the greatest extent allowed by law.

HD DANCE INC endeavors to provide safe, effective, and high-quality programs but makes no warranty or guarantee that specific services, products, methods, workouts, recommendations, or routines will be safe, effective, or suitable for everyone.

Since dance and fitness classes/programs/events/instruction may involve strenuous physical activity, we highly recommend having a physician's approval prior to participating. By electing to take part in our live or virtual programs, you either have obtained such approval or accept the risk inherent in engaging in physical activities. Even if done correctly and with proper attention to safety, fitness activities and the use of training/fitness equipment involves the risk of aggravating known or unknown pre-existing conditions, serious injury, permanent disability, or death. Risks include, but are not limited to broken bones, strained or torn muscles, herniated discs/spinal injuries, heart attacks, heatstroke/exhaustion, and any other soreness or illness. Risks of injury are particularly pronounced in a virtual setting where you are exercising on your own, without real-time supervision from our trained staff and in a location over which we have no control.

HD DANCE INC contractor are not physicians, nor do not hold ourselves out to possess professional expertise in medical matters. Any guidelines, programs, or advice provided are not intended to be construed as a treatment for any medical or physiological condition and carry no express or implied warranty of any kind.

For all of these reasons, anyone participating in our programs (virtual or in-person) assumes and accepts all responsibility for their actions and physical conditions. Further, you waive, release and discharge HD DANCE INC contractor from any and all liability now or in the future. This includes any claims, damages, expenses, demands or causes of action for injuries or death; loss, damage or theft of personal property; or negligence that may be in any way connected to your voluntary participation in HD DANCE INC programs/instruction (whether in-person or virtual), recommendations, equipment or property conditions, no matter where such damages may occur.

I have read and fully understand and agree to the above terms of this Liability Waiver Agreement. I am signing this agreement voluntarily and recognize that my name serves as a complete and unconditional release of all liability to the greatest extent allowed by law in the State of California.



MEDIA RELEASE

I give permission to HD DANCE INC to use my image for operational purposes, either on their website or in a video or print publication. I understand that my image will be used to help illustrate and explain programs and activities that are part of HD DANCE INC. It is the policy of HD DANCE INC to not use names or otherwise identify any of the subjects in any photo used unless that information is pertinent to the text (for example, the subject is an award winner, scholarship recipient, etc.) I give my permission for my name to be used if it is pertinent to the activity in which my image is used. If, however, I indicate in writing that I would like my image and name to be removed from the HD DANCE INC website, or in a video or print publication, HD DANCE INC agrees to do so. I agree that I will not be compensated for the use of my image(s).

TUITION / PAYMENT & NO REFUND POLICY

1. Tuition: Tuition is due by the 1st of each session. We accept credit card on AutoPay which will charge your card automatically on the 1st of each session. If you're utilizing the online registration, payment will be processed immediately. All families with students enrolled in on-going classes MUST have a valid credit card on file with the front desk regardless of their decision to use Auto Pay. Autopay can only be canceled by contacting our front office - Please see "DROPPING A CLASS" below for more info.
2. Late Fee: Tuition that is not paid by the 1st of each session, is considered LATE. You may pay for classes early if you know that you will miss the first week of class. If tuition is not paid by the 1st of any given session, a late fee of \$10 will be assessed. If tuition is not paid by the 5th of any given session, a late fee of \$25 will be assessed and the student will not be allowed to participate in any further classes until tuition and late fees are paid in full. After the 5th, your credit card on file will be charged. Note: you will be notified by email and given 48 hours to submit payment before the credit card is charged. Please note that the first late fee will be assessed during this 48 hours of time given to submit payment.
3. Refund Policy: There are **NO REFUNDS OR CREDITS** that will be given for tuition, registration fee, recital tickets, recital costumes, and any tuition related fees.
4. Registration Fee: Our annual registration fee of \$30/family is assessed every August. If this fee is not paid by the tuition due date (August 15th of each year), then your child will be dropped from their class. This is a non-refundable fee. Please note that if your card is on auto-pay with us, this fee will automatically be taken out on the 7th with your child's tuition.
5. Pro-rating: We do prorated classes for new students who are enrolled after the session started..
6. Returned Checks: Any check that is returned will be subject to \$25 fee.
7. Cancellation of classes: I understand and agree that HD Dance INC reserves the right to cancel any or all classes. Should a class be cancelled, we will provide an acceptable replacement.



STUDIO CLASS GUIDELINE

I hereby agree to the guidelines set forth in following

1. I agree to wear masks while in class and while in the presence of others in the studio for my personal and others safety.
2. I agree to social distance to the best of my ability while in any of the classes
3. I agree to have my temperature checked at the beginning of class
4. I agree that only students will be allowed to be in the studio during class time, in order to minimize the spread of COVID-19

I hereby agree to the following:

1. That I am participating in the training, programs, exercises and events, and all other classes offered by HD DANCE INC's instructor during which I will receive instruction.
2. I understand that it is my responsibility to consult with a physician prior to and regarding my participating in any HD DANCE INC program. I represent and warrant that I am physically fit and I have no medical condition that would prevent my full participation in this class.
3. In consideration of being permitted to participate in any dance or fitness class, I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur as a result of participating in this program.
4. In consideration of being permitted to participate in any dance or fitness program I knowingly, voluntarily, and expressly waive any claim I may have against HD DANCE INC, Martindale Commercial Real Estate, owners, landlords, or insurer's of any instructor for injury or damages that I may sustain as a result of participating in the program.
5. I, my heirs or legal representatives forever release, waive, discharge, and covenant not to sue HD DANCE INC, Martindale Commercial Real Estate, owners, landlords or insurers of any instructor of any injury or death caused by their negligence or other acts.
6. HD DANCE INC reserves the right to refuse classes to anyone.

I have read the above release and waiver of liability and fully understand its contents. I voluntarily agree to the terms and conditions stated above.

CLASS RULE & ETIQUETTE

Dress Code: Ballet: Leotard uniform will be assigned to each student along with ballet pink tights, black/ pink leather ballet slippers. No jewelry or watches. Small, non-dangling earrings are permitted. Hair should be pulled back neatly from the face and secured. For boys ballet: Fitted white T-shirts, black tights held in place by a belt rolled with the tights at the waist, dance belt, white socks, and white ballet shoes. Hip-Hop/KPOP/Fitness: Comfortable clothes with closed toe shoes.

Photography & Video: You may not take photographs/video on the premises without written approval and proper authorization such as a letter approved/signed by HD DANCE INC, or management. All photographs/video will be confiscated or asked to be deleted to respect the privacy of our members, students, staff, and management.

Proper Conduct - CLASS ETIQUETTE: HD DANCE INC staff and management strive to maintain a safe and fun environment. As such, we expect proper and respectful conduct on the premises at all times. We do not tolerate disrespectful conduct toward students, guests, clients, employees, including but not limited to vulgar, profane, indecent, offensive, violent, hostile, aggressive, threatening, harassing, stalking, fraudulent, or other inappropriate conduct and/or language. We also ask that you keep the following rules in mind and act accordingly: Please be respectful of others. We have the right to ask you to leave the premises if you cannot comply with this rule. Please do not touch property that does not belong to you (including but not limited to bottled drinks, bags, clothing, etc). You may not save any spots. Should any of these rules be violated, HD DANCE INC Studio staff and/or management reserve the right to refuse any future service to the individual(s) at fault.

Class Policy: Observation of classes is allowed and encouraged at all times outside the viewing window at the reception area. Students need to arrive to class on time and always use the restrooms before class starts. HD



DANCE INC is not responsible for personal property. No smoking within 25 feet from the studio. No chewing gum is allowed inside the HD DANCE INC studio. Your child should be picked up on time after class. We cannot be responsible to care for your children outside of class. Communication is important , and conferences with teachers and students are welcomed with a parent or guardian present after lesson.

Please be aware that HD DANCE INC reserves the right to make changes, including but not limited to change in price, class descriptions, class names, class hours, etc. at any time without prior notice. Should you have any questions, suggestions, concerns or comments, please email to HDDANCETEAM@gmail.com