



REGISTRATION & LIABILITY RELEASE AGREEMENT

Today's Date: _____

Student Full Name: _____ D.O.B: _____

Phone Number: _____ Email: _____

Preferred Class(s): _____

How did you hear about us? _____

1. I understand and agree that in participating in the activity of any dance class, Zumba class, workshop, rehearsal or performance (the "Activity"), there is a possibility of physical injury and, in rare circumstances, death. I agree to release and hold harmless **Creative Souls Dance LLC** including its owners, officers, directors, teachers, dancers, staff members, and facilities from any cause of action, claims, or demands now and in the future. I will not hold **Creative Souls Dance LLC** liable for any personal injury or any personal property damage, which may occur on the premises before, during or after classes. Furthermore, I understand that I should be aware of my physical limitations and agree not to exceed them. Further, I authorize and agree that **Creative Souls Dance LLC** may take and use photographs/videos of me for purposes of record keeping, advertising, and marketing. I understand that I do not have any rights to these photographs/videos and will not be compensated for the same.
2. I recognize that the Activity requires physical exertion that may be strenuous at times and may cause physical injury and I am fully aware of the risks and hazards involved. I understand that it is my responsibility to consult with a physician prior to and regarding my participation in the above-mentioned Activity. I represent and warrant that I have no medical condition that would prevent my participation in the Activity.
3. **ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with the above described Activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge **Creative Souls Dance LLC** including its owners, officers, directors, teachers, dancers, staff members, and facilities, including its owners, officers, directors, employees and staff members, for injury, loss or damage arising out of my or my family's participation in the Activity, whether caused by the fault of myself, my family, **Creative Souls Dance LLC** including its owners, member, officers, managers, directors, teachers, dancers, staff members, and facilities, or other third parties.
COVID-19: An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the Centers for Disease Control and Prevention, senior citizens and other people with underlying medical conditions are especially vulnerable. By participating in any Activity organized by **Creative Souls Dance LLC**, I voluntarily assume all risks related to exposure to COVID-19.
To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of **Creative Souls Dance LLC**, including its owners, officers, directors, teachers, dancers, staff members.
4. **INDEMNIFICATION.** I agree to indemnify and defend **Creative Souls Dance LLC** including its owners, officers, directors, teachers, dancers, staff members, and facilities, including its owners, officers, directors, employees and staff members, against all claims, causes of action, damages, judgements, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's participation in the Activity.
5. **FEES.** In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs and fees associated with any such actions of neglect or recklessness.
6. **PAYMENT POLICY.** Payment for each class, workshop, and private lesson are due and payable prior to each scheduled class, workshop, and private lesson. No student may attend class until payment is received.
7. **MONTHLY PACKAGES AND RATES.** Payments are due on the 1st of the month. You agree that your monthly packages are calculated on an annual/session basis and will stay the same as some months have more classes than others, along with School Breaks and Holidays.
8. **HOLIDAY CLOSURES.** Please note that classes will not be held on national holidays, as indicated in our studio calendar. As a result, credits for missed classes will not be offered for these holiday closures. We believe it's important for our staff and students to



have dedicated time to celebrate these holidays with their loved ones. Alternative arrangements, such as makeup classes or extended expiration dates on class packages, may be available upon request.

- 9. **CHANGING AND DROPPING CLASSES.** I understand that 30-day notice is required should I decide to cancel my enrollment. One-month notice from the FIRST DAY of the month is required to discontinue any classes. IF NOTICE TO DISCONTINUE CLASSES IS GIVEN AFTER THE FIRST DAY OF THE MONTH, YOUR CREDIT CARD WILL BE CHARGED FOR THE CLASS(ES) THE FOLLOWING MONTH AND WILL BE YOUR FINAL PAYMENT. Withdrawal must be done in writing and dropped off to the studio, or by email, and will not be accepted over the phone. I understand that I/we are responsible to pay for any fees that have been assessed prior to cancellation of enrollment.
- 10. **CANCELLATIONS AND MISSED CLASSES.** All cancellations and moving of appointments are to be communicated in writing to Creative Souls Dance Company at least 48 hours prior to the scheduled class or private lesson. There are no refunds or credits for missed classes or private lessons. Classes and lessons may be made up in cases of illness or emergencies only and must be taken within 30 days of absence. Please schedule make-up classes and lessons at the office.
- 11. **APPLICABLE LAW.** I agree that this Release shall be governed for all purposes by Florida law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.
- 12. **NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that *Creative Souls Dance LLC*, have offered to refund any fees I have paid to participate in the Activity if I choose not to sign this Agreement.
- 13. **ARM'S LENGTH AGREEMENT.** This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.
- 14. **ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.
- 15. **DISPUTE RESOLUTION.** The Parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the Parties. If the matter is not resolved by negotiation, the Parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure. Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, then the Parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.
- 16. **EMERGENCY CONTACT.** In case of an emergency, please call:

Name: _____

Relationship: _____

Phone: _____

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURHTER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS. THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

Dated: _____ Signature: _____

Print Full Name: _____

-----END OF AGREEMENT-----



CREATIVE SOULS DANCE LLC
DRESS CODE (Adults)

Today's Date: _____

Student Full Name: _____

Preferred Dance Style: _____

Dress code for Creative Souls Dance LLC has been established for the teachers' and students' benefit. Our dress code ensures that students receive the best possible instruction, minimize injury, increase focus, and develop a strong sense of self-confidence and studio unity. Proper dress code allows teachers to identify students' bodies in order to address alignment, posture, and presence. Please label all items with your students' name. The studio is not responsible for lost items. No jewelry is permitted during class. Students will not be permitted to participate in class if dress code policy is not strictly followed.

SHOES. Appropriate dance shoes must be worn for all classes. For hygiene reasons, please do not wear dance shoes outside of the studio. A proper fit is extremely important for correct use of the feet. All dance shoes should be snug for better connection to the floor. Dance shoes tend to stretch and often become too big. No flip flops or boots allowed.
CLOTHING. Appropriate dance attire must be worn for all classes to avoid injuries and avoid distraction. The dress code ensures that your teacher will be able to see all the students' alignment and positioning. No jeans allowed.

| <u>DANCE STYLE</u> | <u>SHOES</u> | <u>DANCEWEAR</u> |
|---------------------------|--|---|
| Fitness | Sneakers/Jazz Dance Sneaker/Tennis Shoes designated for indoor use only | Comfortable fitness attire. |
| Jazz | Tan or Black Capezio Jazz Shoe or Black Jazz Dance Sneaker | Leotard or fitted top with dance shorts, skirt or leggings. |
| Burlesque | Tan or Black Capezio Jazz Shoe/ Black Jazz Dance Sneaker/ Dance Heels (Suede Sole) | Leotards or fitted top with dance shorts, leggings or pants. |
| Heels | Open Toe Flare Heels (Suede Sole) | Leotards with black dance shorts, skirt or leggings. |
| Hip Hop | Sneakers/Tennis Shoes designated for indoor use only | Leggings, pants, capris, biker shorts, stretch tanks, t-shirts, and sweaters. |
| Latin/Social (Ladies) | Open Toe Dark Tan Satin Flare Heels (Suede Sole) | Leotards or Body Suits of any color with a black rhythm skirt. |
| Latin/Social (Men) | Mens Black Dance Club Shoe (Suede Sole) | Fitted top, pants or shorts. |
| Ballroom (Ladies) | Closed Toe Flesh Satin Flare Heels (Suede Sole) | Leotards or Body Suits of any color with a Ballroom skirt. |
| Ballroom (Men) | Mens Black Leather Dance Shoe (Suede Sole) | Fitted top, pants or shorts. |

Date: _____ Printed Name: _____

Date: _____ Signature: _____