

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER RRDC FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES AND EQUIPMENT, OR PARTICIPATION IN ANY OFF-SITE PROGRAM AFFILIATED WITH RRDC. THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. The undersigned hereby releases, waives, discharges and covenants not to sue RRDC, its directors, employees or building owners (hereinafter referred to as "releasees") from all liability to the under-signed, his personal representatives assigns, heirs and next of kin for any loss or damage, and any claims or demands therefore on account of injury to the person of property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in, upon or about the premises or any facilities or equipment therein or participating in any program affiliated with RRDC.
2. The undersigned hereby agrees to indemnify and save and hold harmless the releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned in, upon or about the RRDC premises or in any way observing or using any facilities or equipment of RRDC or participating in any program affiliated with RRDC whether caused by the negligence of the releasees or otherwise.
3. The undersigned hereby assumes full responsibility for and risk of bodily injury, death or property damage due to negligence of releasee or otherwise while in, about or upon the premises or any facilities or equipment thereon or participating in any program affiliated with RRDC.
4. The undersigned further expressly agrees that the forgoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of New York and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.
5. The undersigned has read and voluntarily signs the release and waiver of liability and indemnity agreement, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

PLEASE INITIAL BY THE FOLLOWING STATEMENTS, SHOWING THAT YOU HAVE READ AND UNDERSTAND RRDC POLICIES

_____ I understand that tuition is due by the 15th of each month or there will be a \$20.00 late fee added to my balance.

A \$30.00 service charge will be added to your account for any returned checks.

Summer tuition is a one-time payment and will be due in full by the end of the first week of summer dance.

_____ I understand that tuition is pro-rated and based on a 9 month dance year (September - June). It remains the same whether it is a long (5 week month) or short (3 week month), regardless of absences.

_____ I understand that RRDC reserves the right to discontinue classes if my tuition is 3 months past due.

_____ I understand if I am discontinuing classes before the end of the dance year, I must place the last date of attendance in writing and turned it in to the front desk. There will not be any refunds on any tuition already paid.

_____ RRDC will not be able to refund costume money after November 1st.

_____ RRDC is not responsible for stolen or lost property on the premises.

COMPETITION TEAM ONLY

_____ I understand that if my tuition is not current I will not be able to participate in any competitions or conventions.

_____ I understand that if I have entered and paid for a dance at a competition/convention that RRDC is not responsible and I will be unable to receive money back from said competition/convention if for any reason I am unable to attend or decide to quit the competition team.

_____ RRDC will not be able to credit winnings until we have received them from the competition(s). The "winnings" will then be credited towards tuition or other dance related fees.

_____ I understand that when I agree to be on the competition team that attendance and tuition is required for the whole competition season.

_____ Anyone wishing to withdraw from any RRDC classes must notify the studio as to why they wish to to cease their enrollment, 30 days in advance. This withdrawal notice must be received prior to the 1st of the month or monthly fees will be forfeited. Exceptions: health & medical - a doctors note must accompany your notice.

I HAVE READ THIS RELEASE

RRDC stands for River Rhythms Dance Center

Date: _____

Signature of Applicant/Parent