

## ASSUMPTION OF THE RISK & WAIVER OF LIABILITY RELATING TO COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Capitol Dance Company ("CDC") has put in place preventative measures to reduce the spread of COVID-19; however, CDC cannot guarantee that you or your children will not become infected with COVID-19. Further, attending classes at CDC could increase your risk and your children's risk of contracting COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my children and I may be exposed to or infected by COVID-19 by attending classes.

Under the current county guidelines for youth and sports activities, we highly encourage dancers that enroll in our in-person classes to limit their extra-curricular activities. Children and youth should only be participating in one in-person activity at a time outside of school. If the county or state requires us to close or tightens restrictions OR we are required to temporarily close due to a positive case, we will temporarily discontinue in person classes. Accounts will be issued a credit for all classes that we cancel. No refunds will be provided. If a dancer or CDC staff person tests positive for COVID-19, we are legally required to notify the county. All dancers that were exposed to the positive case, will have their contact information shared with the county in accordance with COVID-19 tracing protocol. In the event of a positive case, CDC will notify you as soon as possible and immediately close ALL in person classes. We will follow county protocol before re-opening.

By signing this agreement, I agree to immediately notify CDC staff if my child tests positive for COVID-19 or is exposed to anyone that has tested positive for COVID-19. In the event that my child is exhibiting any signs of illness, I will keep them home and not bring them to the studio to take class. Furthermore, if my child exhibits signs of illness while taking classes, I will immediately come and pick them up from the studio.

By registering for a class, I also agree to CDC's standard policies and procedures, which are posted on the studio's website. I agree that my dancer will wear a mask at all times while taking classes from CDC.

## ONLINE CLASS WAIVER OF LIABILITY & ONLINE CLASS POLICY

Please be advised that there is a risk of physical injury associated with, arising out of, and inherent to, the activity of dance. You therefore agree to release CDC and its staff and hold them harmless of all liability and hereby acknowledge that you are knowing and voluntarily assuming full responsibility for all risks of physical injury arising out of active or in-active participation in any and all CDC online dance classes.

**Online Class Registration Policy:** There are no refunds given for online classes.

## TUITION POLICY FOR IN-PERSON CLASSES

CDC offers monthly tuition and is prorated based on the date of registration. ALL MONTHLY TUITION IS DUE ON THE 1<sup>ST</sup> OF EACH MONTH. Tuition payments are deemed late if not received by the 10th of the month and a \$25 late fee will be strictly enforced. We reserve the right to charge any outstanding balance, including late fees, if there is a credit card on file. There is a \$25 fee on all returned checks. **Drop-in classes** are available to all dancers, given there is space available in a class. **CDC reserves the right to drop a student from classes if account balance is outstanding.** CDC does not disclose account information to any person not listed on the account.

## TERMINATION OF ENROLLMENT

Termination from parent or guardian must be submitted VIA EMAIL. **The official termination date is the day CDC receives written notice of termination, not the last day of student's attendance.** An email may be sent to: [info@capitoldancecompany.com](mailto:info@capitoldancecompany.com) OR [admin@capitoldancecompany.com](mailto:admin@capitoldancecompany.com)

## ATTENDANCE FOR IN-PERSON CLASSES

*There are no make ups, refunds, or credits if your dancer is absent for an in-person class.*

## CLASS SPECIFICATIONS & INFORMATION FOR IN-PERSON CLASSES

**Sizing:** Due to social distancing requirements, we are offering smaller class sizes. If a class closes due to maximum enrollment, students will be put on a waiting list. In the event a class has low enrollment, we reserve the right to cancel the class.

**Class Placement:** CDC classes are based on age and ability. In the event that a dancer is registered for a class that is not their age bracket or level, CDC will require that your dancer is placed in the appropriate class.

**Trial Classes:** During this time, CDC is not offering free trial classes.

**Marketing:** By enrolling in classes at CDC, you are giving permission for CDC to take and or use photographs and video photography of its dancers performing in company programs, competitions, classes, or other sponsored events for CDC marketing purposes, including social media, and without any monetary reimbursement to the dancer or dancer's family.

**Teachers:** CDC reserves the right to substitute a teacher in any class when the original teacher is not available.

## STUDIO CONDUCT

**Safety:** Safety is our concern for your young dancers. We insist that all parents/guardians deliver and pick up their children from inside our studio and not the parking lot. CDC is not responsible for dancers' activities when they are on a break between classes. In the event that a dancer is loud and/or disruptive in the office, they will be asked to wait outside between classes.

**No food or drinks:** Beverages, gum, candy, and food are strictly prohibited inside our studios. CDC reserves the right to ask any dancer to eat their meal/snack outside and not in our office.

**No dogs:** Dogs are not permitted in our studio lobby or dance studios unless they are a service animal with documentation.

**Discipline:** CDC expects good behavior, respect and discipline from all of our students and parents/guardians before, during or after classes as well as during competitions and performances. Physical or verbal abuse (including use of social media), uncalled-for disregard of CDC teachers' or administrators' directives or anything else that could be construed as a discipline-related problem involving students or their parents/guardians will not be tolerated. CDC has the right to remove a student from class for inappropriate conduct. CDC reserves the right to refuse service.

**Bullying/Harassment:** If any students experience bullying or harassment, administration and staff must be notified. CDC takes any form of harassment very seriously. If there is any issue that you feel needs to be brought to the staff attention, please do so immediately.

## WAIVER OF LIABILITY FOR INDOOR AND OUTDOOR CLASSES

Please be advised that there is a risk of physical injury associated with, arising out of, and inherent to, the activity of dance. You therefore agree to release CDC and its staff and hold them harmless of all liability and hereby acknowledge that you are knowing and voluntarily assuming full responsibility for all risks of physical injury arising out of active or in-active participation in a dance class, dance performance, dance competition or other dance related activities supported by, involved with, or approved by CDC.

**Emergencies:** In the event of a medical emergency CDC will make every attempt to reach the emergency contact provided. If we cannot reach the emergency contact, we will use our discretion as to what further action must be taken for medical services.

REVISED 10/26/2020