

# La Luna Dance Studio Teens & Tots Registration Agreement

STUDENT NAME: \_\_\_\_\_

DOB: \_\_\_\_\_

PARENT/GUARDIAN NAME: \_\_\_\_\_

CELL NUMBER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_

STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

EMERGENCY CONTACT: \_\_\_\_\_

CELL NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

## BILLING INFORMATION:

CREDIT/DEBIT: \_\_\_\_\_

EXP: \_\_\_\_\_

CVC: \_\_\_\_\_

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### Monthly Tuition Terms & Conditions

First month's tuition and registration fee is due at the time of enrollment. Thereafter, monthly tuition will be billed automatically on the 1<sup>st</sup> of every month and will appear on your statement as "APS – Dance/Gym, Sandy, Utah". Tuition billing will continue through the end of the season with June 1<sup>st</sup> being the last tuition charge. Automatic billing will remain in effect for the duration of the season unless cancelled by the parent/guardian. \_\_\_\_\_

Parent/Guardian hereby authorizes La Luna to make monthly periodic charges to or withdrawals from the credit/debit card listed above or any replacement account hereafter designated for payment of any sums due to La Luna under this agreement. Parent/Guardian also authorizes La Luna to make 2 additional scheduled automatic withdrawals for recital costume fees at dates specified in the Student Handbook. \_\_\_\_\_

I understand that there is a \$10.00 late fee assessed for all tuition dues that do not clear on the 1<sup>st</sup> of the month, and that all changes in billing information must be submitted at least 7 days prior to the 1<sup>st</sup> of the month billing date. \_\_\_\_\_

### Refunds

There are no refunds or make-ups for missed classes. A full refund for the first month's tuition will be made upon written notice of termination within 3 days after contract signing. If any classes have been taken during the 3 day period, the refund amount will reflect the classes taken. No other refunds shall be made. \_\_\_\_\_

### Cancellations & Class Drops

Written notice is required for all class drops and cancellations, and must be received at least 7 days prior to the 1<sup>st</sup> of the month in order to take effect for the upcoming month. The recital deadline for all class drops or cancellations is December 20<sup>th</sup>. After Dec 20<sup>th</sup>, all class drops and cancellations will incur a \$100 termination fee. \_\_\_\_\_

### Recital

Parent/Guardian understands that ALL students must remain backstage during the entire recital and will not be permitted in the halls, lobby, or auditorium at any time during the recital. Parents and Guests are not permitted in the backstage areas, with the exception of Parent Volunteers. There is a \$5.00 fee for all costume size exchanges. \_\_\_\_\_

**MEMBER UNDERSTANDS THIS AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN MEMBER AND LA LUNA. MEMBER ACKNOWLEDGES HE/SHE HAS READ, UNDERSTOOD, AND RECEIVED A COPY OF THIS AGREEMENT AND AGREES TO ITS TERMS AND CONDITIONS INCLUDING THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT.**

\_\_\_\_\_  
Parent/Legal Guardian

\_\_\_\_\_  
La Luna Representative

# La Luna Dance Studio Teens & Tots Registration Agreement

## RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

Member (including parent or legal guardian, if applicable) hereby acknowledges that member's use of La Luna's facilities, services, or premises involves risk of injury to person and property, including but not limited to those more specifically described herein. Member hereby knowingly and voluntarily assumes the risk of any and all such injury or loss, and releases and holds harmless La Luna, its directors, officers, employees, and agents from any and all liability to member or member's personal representatives, assigns, heirs, or next of kin for any loss or damage, including bodily injury, death or property damage, and forever gives up any claims or demands for same to the fullest extent of the law. Member hereby also agrees to indemnify La Luna from any liability damage or loss La Luna may incur as a result of member's activities upon La Luna's premises. Because dancing requires a certain element of physical fitness and stamina, member represents that (a) he/she is in good physical condition and to the best of his/her knowledge does not have any disability, illness, or other condition that could result in harm while participating in dance related activities, and (b) that Member has consulted a physician concerning an exercise/dance program that will not risk injury to Member or impairment of Member's health. Such risk of injury includes (but is not limited to): injuries arising from participation by Member in supervised or unsupervised activities or programs at La Luna; injuries and medical disorders arising from dancing/exercising at La Luna, such as heart attacks, strokes, heat strokes, sprains, broken bones, and torn muscles and ligaments, among others; and accidental injuries occurring anywhere in La Luna facilities. Member further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Commonwealth of Pennsylvania and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. Member has read this release and waiver of liability and indemnity clause, and agrees that no oral representations, statements or inducement apart from this Agreement have been made. Member expressly acknowledges that, by signing this release and waiver of liability, he/she may be giving up significant legal rights, yet knowingly and voluntarily waives these rights.

## Assumption of the Risk and Waiver of Liability Relating to Coronavirus/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. La Luna Dance Studio has put in place preventative measures to reduce the spread of COVID-19; however, La Luna Dance Studio cannot guarantee that you will not become infected with COVID-19. Further, attending La Luna Dance Studio classes could increase your risk of contracting COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending classes at La Luna Dance Studio and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at La Luna Dance Studio may result from the actions, omissions, or negligence of myself and others, including, but not limited to, La Luna Dance Studio employees or class participants. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with attendance at La Luna Dance Studio or participation in Club programming ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless La Luna Dance Studio, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of La Luna Dance Studio, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any La Luna Dance Studio's class.

Legal Guardian Name \_\_\_\_\_ Print Student Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_