

**Element Dance Arts Inc.**  
**Recreational Registration Agreement**  
**2021-2022**

Element Dance Arts Inc.  
 1600 Industrial Road, Unit 2C, Cambridge ON  
 N3H 4W5  
 Phone: 519-700-5678  
 info@elementdancearts.com  
 www.elementdancearts.com

We are thrilled to welcome you and your family to Element Dance Arts! Please see below for information regarding the 2021-2022 season!

**Registration/Admin Fee:**

A once per year, non-refundable registration fee of \$20+HST applies to each individual dancer that is registered.

**Early Bird Discount:**

Early Bird registration will be available ONLINE from Tuesday July 6th-Friday July 9th 2021. Those registered during this time frame will receive 5% off of their yearly tuition. Initial payment must be completed upon registration. Registration for all levels of programming will be available online. Please note that the directors must approve registration for any Full Time or Jumpstart level program. Early Bird Discount DOES NOT apply to Parent & Tot programs.

**Sibling Discount:**

Account holders with multiple children dancing at Element Dance Arts are offered an additional savings, regardless of the time of year at which they register. The tuition of the dancer participating in the most technique hours per week is rated at regular cost. The second dancer, dancing for an equal or lesser amount will receive 5% off their tuition. Each additional dancer beyond the second, dancing for equal or lesser amounts will receive 7% off their tuition for the year. Dancers must be siblings. Sibling Discount DOES NOT apply to Parent & Tot programs.

**Payment Plan:**

All tuition pricing will be divided into 10 equal instalments. The first instalment is due upon registration and is required in order to hold your dancer's spot in class. Each subsequent payment is due on the first of each month (October 1st. - June 1st). Initial payment options include: Debit, VISA and M/C. Pre-Authorized banking or credit card information must be provided at the time of registration for all subsequent instalments.

\*Please note: some months have more classes than others. Payment plans **do not reflect the number of classes offered per month** but rather an equal division of the full year's tuition amount.

**Late Payment:**

Interest on all overdue accounts shall bear interest at a rate of 5% per month (60% per annum). The 5% late fee will be applied to any payments received more than one-week past due. Failure to make a payment will result in the removal of your dancer from their class until all outstanding payments have been made.

**NSF Direct Payments and Declined Credit Cards:**

Any direct payments in which the account is deemed to have insufficient funds are subject to a \$25.00 service charge. Upon receiving notice of an NSF direct payment, payment must be remitted along with the NSF fee prior to your dancer's next class. Re-payment of direct payments must be made in cash, debit, credit card or e-transfer. Accounts that have two NSF notices in one season will be placed on a cash, debit and credit card only basis.

**Withdrawal Policy:**

We require one-week's written notice prior to the end of the term if you choose to withdraw your child from the program (Terms begin at the start of each month – written notice required one week before the end of the month to cease auto-withdrawal payments for the following month). **Registration fees are non-refundable. No fees will be refunded once a term (month) has begun.**

## **ZOOM Classes:**

Due to the COVID-19 situation in our province, last season we offered a hybrid model to training. All classes that were offered in-person were also simultaneously offered on zoom for those families that were not comfortable with returning in-person.

At this point, we are planning to have all classes held in-person at the dance studio for the 2021-2022. If you are not comfortable with an in-person return to classes and are interested in having your child participate fully on zoom, please reach out to the office and let us know. Some exceptions may be available under certain circumstances.

## **COVID-19**

A full list of COVID-19 related procedures and protocols is available through our office and on our website.

In the event of an upsurge in numbers with regards to the COVID-19 virus and we are required to close the doors to our physical studio space, the remainder of the current month's classes will be transitioned to an online platform. No refunds will be given for the remainder of said month.

Prior to the start of the next month, you will be given the option of withdrawing due to the move to zoom, or continuing on the zoom platform.

## **Make-Up Classes**

Classes that fall on a statutory Holiday will not be made-up. Classes cancelled due to inclement weather will not be made-up. We always try our best to keep the studio open as long as it remains safe.

Classes cancelled due to teacher illness will be rescheduled at the earliest convenience, or alternate class options are provided. Families are notified of cancelled classes by email. Cancellations are also posted on our social media pages, and studio doors.

## **Year-End Recital**

All students are invited to participate in our year-end recital. Every technique class will perform a choreographed dance. Any dancer participating in the recital must attend all performances they are scheduled to be in.

With the current climate surrounding COVID-19, we are hopeful for a return to normal in-person/theatre recitals. If this is not possible, a virtual recital option will be presented. Further information surrounding recital will be available later in the season. Costume and ticketing information will be available in early 2022. At that time permissions forms will be sent out to confirm your dancer's participation in recital.

## **Important Dates**

Classes Begin:	Monday September 13 <sup>th</sup> , 2021
Thanksgiving Monday:	Studio Closed ~ Monday October 11 <sup>th</sup> , 2021
Christmas Break:	Studio Closed ~ Sunday December 19 <sup>th</sup> – Monday January 10 <sup>th</sup> , 2022 ( <i>re-opens Mon Jan 11<sup>th</sup></i> )
Family Day:	Studio Closed ~ Monday February 21 <sup>st</sup> , 2022
March Break:	Studio Closed ~ Monday March 14 <sup>th</sup> , 2022 – Sunday March 20 <sup>th</sup> , 2022 inclusive. *Dates may change if the Province adjusts when March break falls.
Easter:	Studio Closed ~ Friday April 15 <sup>th</sup> to Monday April 18 <sup>th</sup> , 2022 inclusive
Victoria Day:	Studio Closed ~ Monday May 23 <sup>rd</sup> 2022
Year-End Recital:	Dates dependent on theatre availability. <i>Tentatively scheduled for Tuesday June 7<sup>th</sup>- Thursday June 9<sup>th</sup>, 2022 at Humanities Theatre in Waterloo</i>
Last Day of Classes:	Dependant on year end recital dates. If recital is held June 7-9 <sup>th</sup> , the last day of classes will be June 6 <sup>th</sup>

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**Recreational Program**

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**DANCER INFORMATION**

<b>Dancer's Name</b>		<b>Years of Dance Experience</b>	
<b>Date of Birth</b>		<b>Age (as of December 31<sup>st</sup> , 2021)</b>	

**CONTACT INFORMATION**

<b>Parent/Guardian 1</b>			
<b>Address</b>		<b>Postal Code</b>	
<b>Primary Email</b>			
<b>Home Phone</b>	<b>Cell Phone</b>	<b>Business Phone</b>	
<b>Parent/Guardian 2</b>			
<b>Address</b>		<b>Postal Code</b>	
<b>Primary Email</b>			
<b>Home Phone</b>	<b>Cell Phone</b>	<b>Business Phone</b>	

**ALTERNATE EMERGENCY CONTACT INFORMATION**

<b>Contact Name</b>		
<b>Emergency Phone Number</b>	<b>Relationship to Dancer</b>	

**ADDITIONAL INFORMATION**

<b>Medical Information</b> (Please list all injuries, former injuries, allergies, conditions, physical limitations etc.)
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**How did you hear about us?**    Google    Facebook    Activity Guide    Instagram    Mobile Sign  
 Circle all that apply.    Other: \_\_\_\_\_

*Personal Information contained on this form is collected pursuant to the Privacy Act and will only be used for the purposes of registration with Element Dance Arts.*

**For an explanation of your rights under the *Consumer Protection Act*, see page 7.**

Recreational Pricing Information		
*Classes/Week	Full Year Cost	10 Instalment Pricing
1 Class	\$562.46	\$56.24
2 Classes	\$1081.71	\$108.17
3 Classes	\$1541.41	\$154.14
4 Classes	\$1952.48	\$195.24
5 Classes	\$2318.45	\$231.84
UNLIMITED	\$2642.96	\$264.29
**Creative movement	\$392.38	\$39.23

\*Time lengths for each class could change to allow for various cleaning and change-over time requirements if COVID protocols change throughout the year.

**CLASS SELECTION**

Creative Movement (Age 2.5-3.5)	Pre-Kinder (Age 3.5-4.5)	Kinder Dance (Age 4-5)	Age 5-6	Age 7-8	Age 9-11	Age 12+	
Wednesday	Tuesday	Tuesday	Ballet - Wednesday	Ballet	Ballet	Ballet	
Saturday	Saturday	Thursday	Ballet - Saturday	Jazz	Jazz	Jazz or Adv. Jazz	
		Saturday	Jazz/Tap	Tap	Tap	Tap	
			Acro	Acro	Acro OR Adv Acro	Acro OR Adv Acro	
			HipHop	Hiphop	Hiphop	HipHop	
					Lyrical	Lyrical	
						<b># of Classes</b>	
						Tuition Amount	
						Early Bird Discount (5%)	
						Sibling Discount	
						<b>Registration Fee</b>	\$20
						<b>HST</b>	
						<b>Total</b>	

*For Office Use Only:*

Initial contact with customer / solicitation by: \_\_\_\_\_

Negotiated and concluded by: \_\_\_\_\_

PAYMENT TOTAL	PAYMENT OPTION	
	10 installments	_____ /10 = _____

## Recreational Program Information

Our recreational program is designed for both beginner dancers, and those with some experience as well! In a fun and encouraging atmosphere, dancers have the opportunity to explore many different styles of dance. Classes available for age 2.5 and up.

Creative Movement/Pre-Kinder/Kinder Dance		
Creative Movement (Age 2.5-3.5)	Wednesday - Miss Hayley	10:45-11:15
Creative Movement (Age 2.5-3.5)	Saturday - Miss Hayley	10:25-11:55
Pre – Kinder (Age 4)	Tuesday – Miss Emma	4:30-5:15
Pre – Kinder (Age 4)	Saturday – Miss Hayley	9:00-9:45
Kinder Dance (Age 5)	Tuesday – Miss Emma	5:30-6:25
Kinder Dance (Age 5)	Thursday – Miss Hayley	4:30-5:25
Kinder Dance (Age 5)	Saturday – Miss Hayley	11:00-11:55

Ages 5-6		
Ballet	Wednesday – Miss Chloe	5:30-6:15
Ballet	Saturday – Miss Chloe	9:10-9:55
Hip Hop	Thursday – Miss Hayley	5:30-6:15
Acro	Saturday - Miss Linnea	10-10:45
Jazz/Tap	Saturday – Miss Hayley	12:00-12:55

Ages 7-8		
Tap	Wednesday – Miss Natalie	6:30-7:25
Acro	Thursday- Miss Robyn	5:30-6:25
Hip Hop	Thursday – Miss Hayley	6:30-7:25
Ballet	Saturday – Miss Chloe	11:00-11:55
Jazz	Saturday – Miss Linnea	12:00-12:55

Ages 9-11		
Acro	Mondays – Miss Robyn	7:30-8:25
Jazz	Tuesday – Miss Emma	6:30-7:25
Tap	Tuesday – Miss Emma	7:30-8:25
Ballet	Wednesday – Miss Chloe	6:30-7:25
Lyrical	Wednesday – Miss Sam	7:30-8:25
Acro Advanced	Thursday - Miss Linnea	5:30-6:25
Hip Hop	Thursday – Miss Hayley	7:30-8:25

Ages 12+		
Acro	Monday – Miss Robyn	7:30-8:25
Jazz - Advanced	Monday - Miss Natalie	7:30-8:25
Lyrical	Monday– Miss Natalie	8:30-9:25
Tap	Tuesday – Miss Emma	7:30-8:25
Ballet	Wednesday – Miss Chloe	6:30-7:25
Jazz	Wednesday – Miss Natalie	7:30-8:25
Acro Advanced	Thursday - Miss Linnea	5:30-6:25
Hip Hop	Thursday – Miss Hayley	8:30-9:25

## Element Dance Arts RELEASE & AUTHORIZATION FORM

### VOLUNTARY ASSUMPTION OF RISK

I ACKNOWLEDGE THAT DANCING IS A PHYSICAL ACTIVITY THAT INVOLVES JUMPING, KICKING, ROTATION, AND COORDINATED BODY MOVEMENTS. I AGREE THAT MY / MY CHILD'S PARTICIPATION IN ACTIVITIES WITH ELEMENT DANCE ARTS INC. INVOLVES INHERENT PHYSICAL RISKS AND MY CHILD AND I AGREE TO AND HEREBY VOLUNTARILY ASSUME THE FULL RISK OF ANY BODILY INJURIES (INCLUDING DEATH), DAMAGES, OR LOSS WHICH I / MY CHILD MAY SUSTAIN AS A RESULT OF ANY ACTIVITIES ARISING OUT OF, CONNECTED WITH, OR IN ANY WAY ASSOCIATED WITH MY / MY CHILD'S PARTICIPATION IN ACTIVITIES WITH ELEMENT DANCE ARTS. I CERTIFY THAT MY / MY CHILD'S PRESENT LEVEL OF PHYSICAL CONDITION IS CONSISTENT WITH THE DEMANDS OF ACTIVE PARTICIPATION IN DANCE.

### WAIVER

MY CHILD AND I, ON BEHALF OF OURSELVES AND OUR RESPECTIVE HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS, DO HEREBY FULLY AND IRREVOCABLY REMISE, RELEASE AND FOREVER DISCHARGE ELEMENT DANCE ARTS INC. AND ITS OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS AND EMPLOYEES FROM ANY AND ALL LIABILITY, CLAIMS AND CAUSES OF ACTION ARISING FROM ANY INJURY, DAMAGE OR LOSS I / MY CHILD MAY SUSTAIN AS A RESULT OF MY / THEIR PARTICIPATION IN ACTIVITIES WITH ELEMENT DANCE ARTS INC. AND COVENANT NOT TO COMMENCE ANY CLAIM, ACTION OR ANY OTHER TYPE OF PROCEEDING AGAINST ELEMENT DANCE ARTS INC. OR ITS OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS AND/OR EMPLOYEES FOR THE SAME, WHETHER CAUSED BY THE NEGLIGENCE OF ELEMENT DANCE ARTS INC. OR ITS OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS AND/OR EMPLOYEES OR OTHERWISE. THIS IS A COMPLETE AND IRREVOCABLE RELEASE AND WAIVER.

### COVID 19

MY CHILD AND I HEREBY AGREE, ACKNOWLEDGE AND DECLARE THAT MY CHILD AND I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISKS ASSOCIATED WITH ATTENDING AND/OR PARTICIPATING IN DANCE CLASSES AND OTHER ACTIVITIES WITH ELEMENT DANCE ARTS INC. DURING THE CORONAVIRUS (COVID-19) PANDEMIC.

MY CHILD AND I, ON BEHALF OF OUR RESPECTIVE HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS, AGREE THAT WE, OR EITHER OF US, WILL NOT COMMENCE ANY CLAIM, ACTION, APPLICATION OR PROCEEDING OF ANY TYPE AGAINST ELEMENT DANCE ARTS INC. AND/OR ANY OF ITS AGENTS, EMPLOYEES, REPRESENTATIVES, DIRECTORS, OFFICERS OR RELATED PARTIES AS A RESULT OF OR RELATED TO ANY OCCURRENCES, ACCIDENTS, LOSSES, DAMAGES, INJURIES, COSTS, EXPENSES, FEES, CHARGES, FINES, PENALTIES OR OTHER AMOUNTS THAT, DIRECTLY OR INDIRECTLY, IS, OR IS ALLEGED, TO BE SUFFERED, CAUSED BY, CONTRIBUTED TO OR RESULT OR ARISE FROM (IN WHOLE OR IN PART, REGARDLESS OF ANY OTHER CAUSE OR EVENT CONTRIBUTING CONCURRENTLY OR IN ANY SEQUENCE AND NOTWITHSTANDING ANY CONTINUOUS OR REPEATED EXPOSURE TO) THE CORONAVIRUS (COVID-19) PANDEMIC OR ATTENDING AND/OR PARTICIPATING IN DANCE CLASSES AND OTHER ACTIVITIES WITH ELEMENT DANCE ARTS INC. DURING THE CORONAVIRUS (COVID-19) PANDEMIC.

### INDEMNITY

I AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND ELEMENT DANCE ARTS INC. AND ITS OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, AND/OR PROCEDURES FOR EXPENSES, DAMAGES, COSTS, RESTITUTION AND/OR LIABILITIES,

INCLUDING LEGAL FEES, DISBURSEMENTS AND APPLICABLE TAXES, BROUGHT AS A RESULT OF, ARISING OUT OF, IN CONSEQUENCE OF, OR IN ANY WAY RELATED TO MY / MY CHILD'S PARTICIPATION IN ACTIVITIES WITH ELEMENT DANCE ARTS INC.

#### MEDICAL INFORMATION AND AUTHORIZATION

I have disclosed all illnesses and conditions affecting my child to Element Dance Arts Inc. In the case that my child sustains an injury or medical emergency during activities relating to Element Dance Arts Inc. and in the event that my child or myself cannot respond at the time of the emergency, I hereby authorize the staff at Element Dance Arts Inc. to seek, administer or have administered whatever first aid or emergency medical care is deemed necessary for my child's welfare. This authorization DOES NOT require a prior determination of a threat to my child's life or of serious permanent injury. I will take full financial responsibility for any medical treatment. I have custody of my child and the right to make decisions for him/her.

#### MODEL RELEASE AND AUTHORITY TO IDENTIFY

I acknowledge that my child or myself may be photographed or recorded for marketing or public relations purposes. I hereby grant Element Dance Arts permission to use photographs of my child or myself as elements of a photographic piece or to put the photographs to any legitimate uses they may deem proper.

#### GENERAL

I acknowledge and declare that I have been provided with the opportunity to discuss and review this Release & Authorization Form with legal counsel before signing it and I freely and voluntarily signed this document with a full understanding of the agreements, acknowledgements, representations and declarations contained herein. I further agree and acknowledge that I have been provided a reasonable period of time within which to review the terms of this Agreement.

If any provision of this Release & Authorization Form, or the application thereof to any person or situation shall be held invalid or unenforceable, the remainder of this Release & Authorization Form, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall continue to be valid and enforceable to the fullest extent permitted by law.

This Release & Authorization Form shall be interpreted under and construed in accordance with the laws of the Province of Ontario.

I have read and understand the terms and conditions of this Release & Authorization Form and I acknowledge that the information I have shared with Element Dance Arts Inc. is true and correct.

By signing this Release & Authorization Form, I agree with and accept the terms and conditions contained herein.

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

## **Element Dance Arts Inc.**

### **TERMS & CONDITIONS**

This Agreement is between the undersigned (“you”) and Element Dance Arts Inc. (“Element Dance Arts”). This Agreement commences on the date you sign it and expires at the end of the final term (June 2022).

**THE AGREEMENT** By signing this Agreement and paying tuition for your chosen classes, Element Dance Arts will secure a space for your child in those classes. Customer agrees to continue paying tuition until the year ends or the child drops out in the manner provided for below.

#### **TERMS AND METHODS OF PAYMENT**

Payments are made in ten (10) installments. Payments are due on the first of each month. The first payment is due at the time of registration. A pre-authorized debit or credit card agreement must be signed for the nine (9) subsequent payments.

A five percent late fee will be applied to any payments more than a week overdue. A \$25.00 fee will be charged for any cheques that are returned NSF (non-sufficient funds).

**COSTUMES** A \$25 non-refundable deposit is due at the time of registration for each applicable class. For classes where more than 50 percent of the dancers are competitive dancers, the deposit will function as the costume rental fee. For all other classes, the remainder of the costume fee will be due before the costumes are sent home.

**YOUR RIGHTS UNDER THE *CONSUMER PROTECTION ACT, 2002*** You may cancel this agreement at any time during the period that ends 10 days after the later of the day you receive a written copy of the agreement and the day all the services are available. You do not need to give Element Dance Arts a reason for cancelling during this 10 day period. In addition, there are grounds that allow you to cancel this agreement. You may also have other rights, duties and remedies at law. For more information, you may contact the Ministry of Consumer and Business Services. To cancel this agreement, you must give notice of cancellation to Element Dance Arts, at the address set out in the agreement, by any means that allows you to prove the date on which you gave notice. If no address is set out in the agreement, use any address of Element Dance Arts that is on record with the Government of Ontario or the Government of Canada or is known to you. If you cancel this agreement, Element Dance Arts has 15 days to refund any payment you have made and return to you all goods delivered under a trade-in arrangement (or refund any amount equal to the trade-in allowance).

**CANCELLATION AND REFUNDS** If your child wishes to drop classes, you must provide written notice one week prior to the end of term. Tuition will only be refunded for terms that have not started at the time the child drops out. No refund will be provided for any term already started. No refund will be provided if the dancer is expelled from classes for failure to comply with the behaviour code. Costume deposits are non-refundable.

**TRANSFER RIGHTS** Spaces in Element Dance Arts classes are non-transferable. Each class has a limited number of spaces, which will be filled on a first-come, first-serve basis. In the event that a space becomes available, it will be made available to the first dancer on the waiting-list.

**SIBLING DISCOUNT** The sibling discount applies to siblings only. It is not available for other familial relationships. A five percent discount is offered on the tuition of the sibling with fewer class hours per week. A seven percent discount is offered for any additional siblings enrolled with Element Dance Arts. The sibling with the highest number of class hours per week will pay regular tuition.

**DRESS CODE** It is important that dancers wear appropriate clothing and footwear when attending classes. Outdoor and/or street shoes are NOT permitted in the studios. Failure to comply may result in the dancer being disallowed from participation in class.



**BEHAVIOUR CODE** Inappropriate behaviour such as swearing, physical or verbal abuse will result in the loss of all current and future access privileges. Respect for fellow dancers, parents, guardians and all Element Dance Arts staff is expected to be shown at all times. Failure to comply may result in the dancer’s expulsion from classes.

**FORCE MAJEURE** If Element Dance Arts is unable to host in-person or in facility classes or activities as a result of any Act(s) of God, fire, water or electrical damage to its facility (*or any portion thereof*), Government Orders, Pandemics, Epidemics, acts of war, civil unrest or insurrection or any other event(s) or occurrence(s) beyond the reasonable control of Element Dance Arts, which shall be determined by Element Dance Arts at its sole and unfettered discretion, then:

- a) classes and activities shall proceed or continue online with virtual instruction;
- b) all monies paid to Element Dance Arts shall, *subject only to the Cancellation Policy detailed above*, remain non-refundable; and
- c) all amounts owing pursuant to this Agreement shall continue to become due and payable.

**GENERAL**

I acknowledge and declare that I have been provided with the opportunity to discuss and review this Agreement with legal counsel before signing it and I freely and voluntarily signed this document with a full understanding of the agreements, acknowledgements, representations and declarations contained herein. I further agree and acknowledge that I have been provided a reasonable period of time within which to review the terms of this Agreement.

If any provision of this Agreement, or the application thereof to any person or situation shall be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall continue to be valid and enforceable to the fullest extent permitted by law.

Time shall be of the essence for the purposes of this agreement.

Words used herein in the singular, where the context so permits, shall be deemed to include the plural and vice versa. The definitions of words in the singular herein shall apply to such words when used in the plural where the context so permits and vice versa.

This Agreement shall be interpreted under and construed in accordance with the laws of the Province of Ontario.

**CONTACT INFORMATION**

Element Dance Arts is located at 1600 Industrial Road, Unit 2C, Cambridge ON N3H 4W5 and may be contacted by phone at 519-700-5678, by email at [info@elementdancearts.com](mailto:info@elementdancearts.com), or by visiting the website at [www.elementdancearts.com](http://www.elementdancearts.com).

I have read and understood the terms and conditions of this agreement. I acknowledge that this agreement is the complete and exclusive statement of the agreement between the parties, and supersedes all other understandings or agreements, verbal or otherwise, between the parties. By signing I am agreeing to abide by the terms of this agreement.

Name of Parent/Guardian	Parent/Guardian Signature	Date
Name of Element Dance Arts Employee (print)	Element Dance Arts Employee Signature	Date