

# ELEMENT

## DANCE ARTS

# FullTime Program Handbook

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## Welcome to EDA!

It is our absolute pleasure to warmly welcome you into our family at Element Dance Arts! Our team is thrilled to see many familiar faces return to the studio and even more excited to see some new faces join our community. We have created this one-stop handbook to shed some light on how things will run throughout the year as well as answer any queries you may have before the year begins. While we would love you to take the time to read this information carefully and keep your handbook in a safe place to refer to as you need, don't forget that our friendly office staff are always here to help and will happily answer any questions you may have. Nothing is too big or too small, we promise! ☺

## Studio Information

Address: 1600 Industrial Road, Unit 2C

Phone Number: (519) 700-5678

Email: [info@elementdancearts.com](mailto:info@elementdancearts.com)

Website: [www.elementdancearts.com](http://www.elementdancearts.com)

Directors: Michele & Stephanie Mortimer

Instagram: [@elementdancearts](https://www.instagram.com/elementdancearts)

Facebook: [Element Dance Arts](https://www.facebook.com/ElementDanceArts)

# Studio Manifesto

Established in 2011, Element Dance Arts is owned and operated by Michele and Stephanie Mortimer. The studio provides quality instruction for dancers age 18 months all the way to adult classes.

Element Dance Arts is a place where kids of all ages learn to dance, create and perform. This is a studio where creativity, individuality and self-expression is encouraged and has a community of teachers, students and families who are passionate about performing arts. Our goal is to create a positive and happy experience for all of our students. We strive to nurture and develop talent, celebrate the achievements of every student and inspire a love and appreciation of all styles of dance and the arts. We are committed to providing a safe and positive environment in which all students can feel empowered, comfortable and free to express themselves.

Our professional faculty is committed to inspiring students by offering them an encouraging, fun and versatile dance experience in our family friendly environment. Your dancer will leave class each week with a smile on their face. Dance offers the opportunity for your child to build their confidence, grow as an individual and find a place where they belong. We believe in providing every dancer with a strong technical background, and also feel that it is important to foster a love for dance by building a fun and enjoyable atmosphere within our dance studio. Our hope is to bring joy and inspiration to every dancer that walks through our doors.



# Before you start

Before lacing up those dance shoes, it is important that all families – whether returning or new – sign their online waivers and update contact info through the online Parent Portal so we can ensure we have the most up-to-date contact details for you. Online policies include our Terms & Conditions, general liability waiver, voluntary assumption of risk, model release (so we can show off photos and videos of our amazing dancers in and around the studios), medical information and auto-pay agreement. These policies are also included later in this studio Handbook.

All registrations are handled through our online system - Jackrabbit. If it's your first time registering with Element Dance Arts, you'll be required to create an account through the Registration link on our website. Once your account is created, you can access it through our Parent Portal at anytime.

We encourage all of our students and families to try a variety of dance styles and we are more than happy to accommodate trial classes for existing students who are wanting to try something a bit different. Please contact our office if you would like to try a new class and we will happily schedule you in for a trial (provided the class has not reached capacity).

## Communication

Our friendly office staff can be contacted at [info@elementdanceart.com](mailto:info@elementdanceart.com), or over the phone at (519) 700-5678. Our office staff are available in-person Monday-Thursday evenings during class times, as well as Saturday mornings.

For convenience, our primary means of communication is via email. You will receive regular newsletters and important information via email so please ensure you have provided the studio with an up-to-date email address that is regularly checked. We are of course happy to include multiple email addresses per family if you would like your correspondence sent to numerous recipients – simply add a second parent or contact through your Parent Portal [upon registration](#) and we'll be happy add them to our mailing list as well. If you need to add or change your email throughout the year, please send a quick note to our office ([info@elementdancearts.com](mailto:info@elementdancearts.com)) so we can ensure you don't miss a beat! Don't forget to add our email address [info@elementdancearts.com](mailto:info@elementdancearts.com) to your contacts so we don't end up in the dreaded Spam folder!

We are also proud to provide you information round-the-clock through our [Parent Portal](#), where you can check class times or update your payment information. You can find a link to the Parent Portal on our website [www.elementdancearts.com](http://www.elementdancearts.com) to bookmark in your browser. You can also download the JackRabbit App in the app store on Apple & Android devices to login from your phone.

In the infrequent case of urgent information (for example, unexpected class cancellations), we will send an email to all families and update our social media.

Stay up-to-date with what's going on around the studio and get a sneak peek into what's happening behind the scenes by following us on social media! We have a very active Instagram & Facebook account and love to connect with you all there! Give us a follow on both to stay connected

We also display important information, dates and studio details on our bulletin board in the lobby so please have a quick look when dropping off and picking up in case there is anything you may have missed. We are always happy to chat in more detail about communications you may receive from the studio, so if you need any clarification please don't hesitate to call us at 519-700-5678 to chat with one of our helpful team members.



Jackrabbit Technologies

# Important Dates

We understand wholeheartedly how busy the lives and schedules of our dance families can get as the year rolls on, so we have organized our important dates organized and ready for you so you can plan other commitments. Below we have listed our most important "Save the Dates" for you to add to your family's calendar.

<b>Classes Begin</b>	Monday September 11th, 2023
<b>Thanksgiving Monday</b>	Studio Closed - Monday October 9th, 2023
<b>Halloween</b>	Studio Closed - Tuesday October 31st, 2023
<b>Christmas Break</b>	Studio Closed - Sunday December 17th, 2023 - Sunday January 7th, 2024 inclusive (re-opens Monday January 8th, 2024)
<b>Family Day</b>	Studio Closed - Monday February 19th, 2024
<b>March Break</b>	Studio Closed - Monday March 11th, 2024-Sunday March 17th, 2024 inclusive
<b>Easter</b>	Studio closed - Friday March 29th, 2024 - Monday April 1st, 2024 inclusive
<b>Victoria Day</b>	Studio Closed - Monday May 20th, 2024
<b>Year-end Recital</b>	Dates dependant on theatre availability - tentatively scheduled for June 18th-20th, 2024 at Humanities Theatre, Waterloo
<b>Last Day of Classes</b>	Dependant on year-end recital dates. If recital is held June 18th, the final day of classes will be Saturday June 15th. Finalized recital information will be released in January 2024

# FullTime Program Information

Our Full Time program has been developed to produce strong, well-rounded dancers wishing to train at an advanced level. Dancers in the Full Time program are expected to be dedicated to training in a disciplined, technique-intensive program. Program requirements vary by age group, and are listed below. Additional classes may be added for those wishing to train in more genres than required.

Dancers participating in the Full Time program must be aware that technique class time slots **may, on the rare occasion**, be used to complete/clean competitive choreography when necessary. In the event this must occur, it will not always be possible for the class time to be rescheduled for dancers who are not a part of the routine

**Tumbling Classes** – For those interested in furthering their tumbling skills, we will once again be offering two levels of tumbling classes that can be taken in addition to regular acro classes, for an added fee.

Two levels of tumbling classes exist -

Junior/Inter: For dancers in the Junior & Intermediate companies, or above

- requirements include **one of** a side aerial and/or back handspring

Inter/Senior: For dancers in the Intermediate, Senior 1 & Senior 2 companies

- requirements include **both** a side aerial and back handspring

Dancers who meet these requirements can add the tumbling class for their age level for an additional **\$370 + HST for the year** (this will be split across their 10-installment payment).

## Time Table

**Mandatory VS Optional Classes** - In the charts below you will find a list of mandatory classes for each program. Optional classes (listed on the lower half of each chart) may be added to your schedule at no extra cost.

Dancers in the Full Time program are not required to be a part of the EDA competitive team, however our competitive team members will be selected from our FullTime program by invitation only.

Competitive rehearsals will take place in addition to the below mentioned technique classes.

Mini Full Time Company		
Jazz	Monday 4:30-5:30	Miss Stephanie
Acro	Tuesday 5:30-6:30	Miss Abbigail

Ballet	Tuesday 6:30-7:30	Miss Michele
Stretch & Progressions	Wednesday 5:30-6:30	Miss Samantha
Tap	Wednesday 6:30-7:30	Mr Mike G
Ballet	Saturday 10:15-11:15	Miss Chloe
Lyrical	Saturday 11:15-12:15	Miss Robyn
Optional class		
Hiphop	Monday 5:30-6:30	Miss Hayley

Junior Full Time Company		
Ballet (all juniors) *for dancers in both grades 3 and 4	Monday 4:30-5:30	Miss Michele
Lyrical	Monday 5:30-6:30	Miss Samantha
Ballet - RAD Grade 4 *for dancers working on their grade 4	Wednesday 4:30-5:30	Miss Chloe
Tap	Wednesday 5:30-6:30	Mr Mike G
Jazz/Jumps & turns	Wednesday 6:30-7:30	Miss Stephanie
Jazz/Jumps & Turns	Thursday 4:30-5:30	Miss Robyn
Acro	Thursday 5:30-6:30	Miss Abbigail
Ballet - RAD Grade 3 *for dancers working on their grade 3	Thursday 6:30-7:30	Miss Chloe
Progressing Ballet Technique	Saturday 11:15-12:15	Miss Chloe
Stretch & Strength	Saturday 12:15-1:15	Miss Robyn
Optional Classes		

HipHop	Monday 6:30-7:30	Mike D
Tumbling (added fee) *must meet required tumbling skills	Thursday 7:30-8:30	Miss Abbigail

Intermediate Full Time Company		
Progressing Ballet Technique	Monday 4:30-5:30	Miss Chloe
Ballet	Monday 5:30-6:30	Miss Chloe
Ballet	Tuesday 4:30-5:30	Miss Michele
Jazz/Jumps & Turns	Tuesday 5:30-6:30	Steve
Acro	Tuesday 6:30-7:30 OR Tuesday 7:30-8:30	Miss Abbigail
Jumps & Turns/Jazz	Wednesday 4:30-5:30	Miss Stephanie
Lyrical	Wednesday 5:30-6:30	Miss Stephanie
Stretch & Strength	Wednesday 6:30-7:30	Miss Samantha
Tap	Wednesday 7:30-8:30	Mr Mike G
Optional Classes		
HipHop	Monday 7:30-8:30	Mike D
Tumbling *must meet the required tumbling skills	Tuesday 8:30-9:30	Miss Abbigail

Senior 1 Full Time Company		
Progressing Ballet Technique	Monday 4:30-5:30	Miss Chloe
Ballet	Monday 5:30-6:30	Miss Michele
Jazz/Jumps & Turns	Monday 6:30-7:30	Miss Stephanie



Jazz/Jumps & Turns	Tuesday 4:30-5:30	Steve
Ballet	Tuesday 5:30-6:30	Miss Michele
Lyrical	Wednesday 5:30-6:30	Miss Stephanie
Stretch & Strength	Wednesday 6:30-7:30	Miss Samantha
Ballet	Wednesday 7:30-8:30	Miss Chloe
Optional Classes		
HipHop	Monday 7:30-8:30	Mike D
Acro	Tuesday 7:30-8:30	Miss Abbigail
Tumbling. *must meet the required tumbling skills	Tuesday 8:30-9:30	Miss Abbigail
Tap	Wednesday 4:30-5:30	Mr Mike G

<b>Senior 2 Full Time Company</b>		
Progressing Ballet Technique	Monday 4:30-5:30	Miss Chloe
Lyrical	Monday 5:30-6:30	Miss Stephanie
Ballet	Monday 6:30-7:30	Miss Michele
Ballet	Tuesday 5:30-6:30	Miss Michele
Jazz/Jumps & Turns	Tuesday 6:30-7:30	Steve
Stretch & Strength	Wednesday 6:30-7:30	Miss Samantha
Jazz/Jumps & Turns	Wednesday 7:30-8:30	Miss Stephanie
Ballet	Wednesday 8:30-9:30	Miss Chloe
Optional Classes		

HipHop	Monday 7:30-8:30	Mike D
Acro	Tuesday 7:30-8:30	Miss Abbigail
Tumbling	Tuesday 8:30-9:30	Miss Abbigail
Tap	Wednesday 4:30-5:30	Mr Mike G

## Fees

Please find below the fee structure for 2023-2024 FullTime classes. Feel free to contact our office staff if you have any fee-related queries

FullTime Program Pricing		
Program Level	Base Tuition Amount	10-Installment Pricing
Mini Full Time	\$2,913.85	\$291.38
Junior, Intermediate, Senior 1 & Senior 2 Full Time	\$3,189.90	\$318.99
Add Tumbling	+ \$370.00 for the year	\$355.99
All pricing is subject to HST		

## Registration/Admin Fee

A once per year (July 1, 2023 – June 30, 2024) non-refundable registration fee of \$25+HST applies to each individual dancer that is registered.

## 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. Each subsequent dancer, dancing for an equal or lesser amount will receive 5% off their tuition. Dancers must be siblings. Sibling Discount DOES NOT apply to Mini Session programs.

# Payment Plan

All tuition pricing will be divided into 10 equal installments. The first installment 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).

All payments are processed through auto-pay within the JackRabbit Parent Portal. **A method of payment must be entered online when registering for classes.** This payment method will be used to process your initial payment upon registration (incl registration fee and first installment towards tuition). This payment method will also be used on the first of each month, October 2023-June 2024 to process your tuition payment. This can be updated or changed at any time.

Bank info or Credit Card are both accepted. Visa Debit or MC Debit cannot be processed.

\*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 Payments

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

Any direct payments (ie payments made from a bank account) in which the account is deemed to have insufficient funds are subject to a \$25 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 through your Parent Portal or via etransfer to [info@elementdancearts.com](mailto:info@elementdancearts.com)

# 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 (Term 1: September – December 31st, 2023; Term 2: January 1st – March 31st, 2024; Term 3: April 1st – recital in June 2024). Refunds are based on term fees, even though tuition is paid on the first of each month. No fees will be refunded if your student withdraws during the final term. **Registration fees are non-refundable. No fees will be refunded once a term has begun.**

# Uniform

Uniforms can be purchased year-round from the studio or from our website [www.element-dance-arts.square.site](http://www.element-dance-arts.square.site).

Please see the FullTime page of our website for a breakdown of each class' uniform requirements - <https://elementdancearts.com/classes/full-time/>

**Please ensure all parts of your child's uniform are clearly labelled - individual shoes, socks, tights... you'll be amazed at the amount of lost property we generate!**

# Attendance

## Make-Up Classes

Classes that fall during planned closures will not be made-up.

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.

## Weather

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.

## In the event of a Pandemic

In the event of a pandemic 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 the online platform, or continuing with the online platform.

# Year-end Recital

All students are invited to participate in our year-end recital (Mini Session program participants do not participate in recital). Every technique class will perform a choreographed dance. Any dancer participating in the recital must attend all performances for which their class is scheduled. In January of 2024, a recital information package will be sent home – at this time you'll be given the option to participate in our year-end recital. Those choosing to opt in will be financially responsible for a costume that is ordered for your dancer. Costumes for Fulltime level classes are either a rental costume provided by the studio, or parents are asked to source items on their own. This is communicated closer to the date of recital. Recital routines are not created for Stretch & Strength or PBT classes.

At this point, we have tentative recital dates during the stretch of time June 18-20th, 2024 at the Humanities Theatre at the University of Waterloo. Dates and/or venue may change and will be confirmed in January of 2024 when our recital information package is released.

## Code of Conduct

To ensure the smooth, safe running of Element Dance Arts and an enjoyable experience by all, below you will find our code of conduct. As always we are open to feedback, so if any of the requirements outlined below are unclear or concerning, please give us a call to discuss further. Following a formal meeting, we do reserve the right to dismiss or take disciplinary action on any students or parents who breach our studio's code of conduct.

Families who do not comply with their fee or costume payment obligations may be charged a late fee, and/or excluded from performances. External debt collection may occur when fees remain overdue and this will be at the expense of the client. Costume expenses are the responsibility of the parent, and costumes will not be issued to students with unpaid class fees.

No classes (including private lessons) are to be disturbed unless it is an emergency. If messages, food, drink, or medication needs to be passed on to a student, it must be done through the front office staff.

We are unable to take responsibility for our students before or after their scheduled classes and it is the responsibility of the parent to ensure their child is picked up and dropped off on time. In the case of an emergency or unavoidable delay, please contact the studio immediately to inform us of the situation so we can keep your child calm and safe until they can be collected.

Any questions or concerns must go through the office – ie parents and students should not contact the teachers at Element Dance Arts via their personal phone or social media to address questions or concerns. Studio issues should be addressed with the front office staff. Personal meetings with the studio directors can happily be arranged via the office.

Physical, mental, emotional or cyber bullying by parents, staff or students will not be tolerated. In the rare case of a parent or student showing disrespect or defamation to any parent, staff member or student, a meeting will be called and dismissal may be considered at the discretion of the directors.

Element Dance Arts takes no responsibility for any stolen or misplaced property on the studio premises and we encourage our families to avoid bringing valuable items into the studio where possible. Please ensure all uniform items are labelled with your child's name

## Safety

As part of your registration, you will have read and signed a media waiver allowing us to proudly use images and video footage of your student for advertising and promotional purposes. Should you have any concerns whatsoever with signing this declaration, please see our reception staff who will happily assist you.

We have a number of viewing windows within the studio rehearsal space which can be used by parents and family members from the comfort of our lobby.

We enforce a peanut & nut-free policy at the studio to ensure the safety of any students or parents with allergies to nuts or nut products.

You will find within our enrolment system a general liability waiver & assumption of risk. Please read this document carefully and sign it prior to the commencement of classes so you fully understand the rights and responsibilities of your family and our studio.

## Privacy

When you register for a program with Element Dance Arts, the information we may collect from you includes your name, address, telephone numbers, email addresses, medical information and credit card or bank details. It may also include details of the products and services we provide to you as well as the status of your enrollment. We only collect information directly from our students or their parent/guardians primarily for the purpose of providing services and products to you and manage invoicing and debt collection.

We will never sell or pass on any of your information to third parties unless required by government authorities or in the event of debt recovery. Any information passed on will be done with appropriate privacy and confidentiality protection.

Information is stored securely in electronic form and is accessible only by authorized personnel.

If you wish to update the information, or if you wish to be removed from all further direct marketing communications, please contact our office via email [info@elementdancearts.com](mailto:info@elementdancearts.com)

# Policies

## 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 30, 2024).

**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** One option exists for paying tuition

You may pay 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.

All overdue accounts shall bear interest at a rate of 5% per month (60% per annum).

A \$25.00 fee will be charged for any cheques that are returned NSF (non-sufficient funds).

A \$25 (+ HST) registration fee will apply to all registrations.

**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. Registration fees 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 classes and activities shall proceed or continue online with virtual instruction; all monies paid to Element Dance Arts shall, *subject only to the Cancellation Policy detailed above*, remain non-refundable; and 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.

## 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.

## Voluntary Assumption of Risk

### **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.**

#### **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.

## **Model Release**

#### **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.

## **Medical Information & 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.

## **Auto-Pay**

All accounts are required to have a current method of payment on account - credit card or ACH banking information. This method of payment will be charged upon registration for first installments & registration fees, and also used to auto-pay your tuition on the first of each month, October 1st 2023 - June 1, 2024 (inclusive).