

## **RELEASE OF LIABILITY C & C Studios, Inc. DBA Virtues In Motion Dance Studio**

READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS In exchange for participation in the activity of Dance Instruction organized by C & C Studios DBA Virtues In Motion Dance Studio, 104 S. Beaver Street, Yorkville, IL 60560) and/or use of the property, facilities and services of C & C Studios DBA Virtues In Motion Dance Studio, I agree for myself and (if applicable) for the members of my family, to the following:

1. **AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by C & C Studios DBA Virtues In Motion Dance Studio, or the employees, representatives or agents of C & C Studios DBA Virtues In Motion Dance Studio.
2. **ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge C & C Studios DBA Virtues In Motion Dance Studio for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of C & C Studios DBA Virtues In Motion Dance Studio, whether caused by the fault of myself, my family, C & C Studios DBA Virtues In Motion Dance Studio or other third parties.
3. **INDEMNIFICATION.** I agree to indemnify and defend C & C Studios DBA Virtues In Motion Dance Studio against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of C & C Studios DBA Virtues In Motion Dance Studio.
4. **FEES.** I agree to pay for all damages to the facilities of C & C Studios DBA Virtues In Motion Dance Studio caused by any negligent, reckless, or willful actions by me or my family.
5. **CONSENT.** I, (parent or guardian of registered dancer) consent to the participation of my dancer(s) which are minors, registered in the activity of Dance Instruction, and agree on behalf of the minor(s) to all of the terms and conditions of this Agreement. By agreeing to this Release of Liability, I represent that I have legal authority over and custody of the registered minor(s).
6. **MEDICAL AUTHORIZATION.** In the event of an injury to the above minor during the above described activities, I give my permission to C & C Studios Inc. DBA Virtues In Motion Dance Studio or to the employees, representatives or agents of C & C Studios Inc, DBA Virtues In Motion Dance Studio to arrange for all necessary medical treatment for which I shall be financially responsible. This temporary authority will begin immediately upon enrollment and will remain in effect until terminated in writing by the undersigned or when the above described activities are completed. C & C Studios, Inc DBA Virtues In Motion Dance Studio shall have the following powers:
7. **APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under Illinois law.
8. **NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that C & C Studios, Inc DBA Virtues In Motion Dance Studio has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

9. ARM'S LENGTH AGREEMENT. This Agreement and each of its terms are the product of an arms' length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

10. ENFORCEABILITY. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the a. The power to seek appropriate medical treatment or attention on behalf of my child as may be required by the circumstances, including without limitation, that of a licensed medical physician and/or a hospital; b. The power to authorize medical treatment or medical procedures in an emergency situation; and c. The power to make appropriate decisions regarding clothing, bodily nourishment and shelter. The validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

11. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure. Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

12. EMERGENCY CONTACT. In case of an emergency, please call the registered minors emergency contacts of the registered minor(s) per the information I provide within the minors registration account in The Studio Director. I have received or will obtain a copy of Virtues in Motion Dance Studio policies and will take the responsibility to carefully read and follow the rules and policies therein. I understand that Virtues in Motion Dance Studio does not give credit and/or refunds for class(es) missed due to holiday, vacation, illness, weather, etc. I further understand that there are specific risks of physical or property damages, losses, or injury that may result from my or my child's participation with Virtues in Motion Dance Studio, and I voluntarily assume the risks associated with such participation. I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

I have received or will obtain a copy of Virtues in Motion Dance Studio policies and will take the responsibility to carefully read and follow the rules and policies therein. I understand that Virtues in Motion Dance Studio does not give credit and/or refunds for class(es) missed due to holiday, vacation, illness, weather, etc. I further understand that there are specific risks of physical or property damages, losses, or injury that may result from my or my child's participation with Virtues in Motion Dance Studio, and I voluntarily assume the risks associated with such participation.

**Student's Name in Full \***

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**Parent or Guardian's Name in Full Print \***

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**Parent or Guardian's Name in Full - Signature \***

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**Mobile Number \***

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**Email \***

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**Date Signed \***

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### **Health Information and Medical Release/Waiver Form 2022-23**

I, the parent/guardian of the registered minor(s), acknowledge that participation in dance is potentially dangerous and there is an inherent risk of injury involved. In allowing my child to participate in Virtues In Motion Dance Studio activities, I hereby assume all the risks associated with the performing arts. I understand the importance of myself and my child following the instructions and rules set by their instructors, and I agree to release Virtues In Motion Dance Studio and its employees of any and all liability which may arise as a result of my child's participation in activities at Virtues In Motion Dance Studio

### **Medical Conditions, Allergies, etc**

Note below any Specific Medical Conditions, Allergies, Diagnosis, or Concerns that should be brought to the attention of Virtues In Motion Staff before any dance related activities begins. A doctor's letter with diagnosis and expectations in the event of an emergency should be on file with VIM Dance Studio for any/all potential medical concerns for VIM Staff to be aware of at the least.. Regardless of potential noted conditions, **VIM Dance Studio, its owners, and all affiliated employees and associates hold no medical liability for individuals** and parents of students that are signing below are indicating that they have acknowledged this waiver of liability.

**Medical Conditions, Diagnosis, Allergies, etc**

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**Parent signature/Date**

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**Parent signature/Date**

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**COVID (& sharable infectious viruses) LIABILITY RELEASE**

\*\*Signature Required Prior to Attending Dance Classes - Paper Document with wet signature required upon first day in Virtues In Motion Dance Studio Facility\*\*

**Virtues In Motion Dance Studio** and anyone else involved in the operations of the studio's premises, including but not limited to, instructors, visiting faculty, and all other staff (are hereinafter referred to as "Virtues In Motion Dance Studio").

**Age of Consent \***

The Student is a Minor under the age of Eighteen (18) and has a consenting parent or legal guardian completing this document on their behalf.

I am an Adult Student over the age of Eighteen (18).

**Classes, Camps, or other Events Dancer Attending**

VIM Dance Classes in current schedule for 2022-23

VIM Company Team Intensive or Team Related Event

VIM Dance Camps, Master Classes, & Other Misc Dance Events

**Minor Student's Full Name \***

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(add minor's name in the registration portal)

**COVID-19 Common Symptoms Per World Health Organization (WHO):**

Most common symptoms: Fever, dry cough, fatigue, loss of taste and/or smell, body aches

Less common symptoms: Sore throat, diarrhea, conjunctivitis, headache, a rash on skin, or discoloration of fingers or toes.

Serious symptoms: Difficulty breathing or shortness of breath, chest pain or pressure, loss of speech or movement.

**I agree to the following: \***

I understand the aforementioned COVID-19 symptoms.

I affirm that neither I, nor any member of my household, currently has or has experienced the aforementioned symptoms within the past 5 days. Furthermore, I will immediately inform Virtues In Motion Dance Studio and discontinue classes if I, or any member of my household, develops any of the aforementioned symptoms.

I am entering Virtues In Motion Dance Studio at my own risk along with my children. I am also granting permission for my child to participate in the services provided by the Virtues In Motion Dance Studio while agreeing and understanding that Virtues In Motion Dance Studio cannot be held liable in any way, legally or monetarily, for any potential reasons surrounding or related to ALL viruses including COVID-19.

I understand that Virtues In Motion Dance Studio cannot be held liable for any exposure to the COVID-19 virus caused by any misinformation on this form or the health history provided by each Student.

PARENTS & GUARDIANS OF STUDENTS AND FAMILY MEMBERS are requested to be responsible for the following:

- Parents of dancers must Drop off and Pick up students during scheduled classes. There will be no observers in the studio at this time. Temporary exceptions will include meeting the front desk reception for class registration, accounting, purchases of cafe items and merchandise, and all other needs that may be addressed at the front desk on behalf of students.
- There will be no other people allowed within the Virtues In Motion Dance Studio facility besides VIM Staff and Students during class times. (Some exclusions may apply for young dancers and their parents as long as the studio is within the limits of the allowed capacity in the building at one time. Per the discretion of VIM Staff. MUST REQUEST AN EXCEPTION AT THE FRONT DESK)
- NO RECREATIONAL DANCERS PERMITTED TO USE THE LOCKER ROOM, unless registered for multiple classes. Limited locker room use for personal storage for VIM Team Dancers and recreational students with multiple classes. Students may only enter to drop off bags with personal belongings. Wear layers of dance clothes when needed and possible. Cubbies and mailboxes are available for recreational dancers in the hallway and behind the front reception desk for keys, cell phones, and dance bags.

- Carry your own bottle or cup for drinking water or purchase at the cafe. Individually packaged food items are available for purchase in the studio cafe. Snacks and drinks may be purchased with the assistance of VIM Staff only.
- No outside or personal Food or Drinks in the studio refrigerator. VIM Staff will assist with purchases of cafe food and drink items. **FOOD OR DRINKS MAY ONLY BE CONSUMED IN THE CAFE AREA** of Virtues In Motion Dance Studio.
- **CELL PHONE USE IS STRICTLY PROHIBITED** throughout the studio during class hours. There is **NO CELL PHONE USE EVER** in the Locker rooms or Restrooms. Students may use cell phones during breaks in the cafe only and may not share their phones for any purpose.
- Parents or Legal Guardians **ARE RESPONSIBLE** for themselves, their family members, and their minors in regards to each's health condition on a daily basis and **GUARANTEE** that they themselves, their minors, family members, and participates of any activity at Virtues In Motion Dance Studio, and guarantee each displays no symptoms of Covid-19 or any other virus.

**Virtues In Motion Dance Studio will be adhering to the following enhanced procedures to prevent the spread of COVID-19 and other airborne viruses.**

Our instructors and staff have and/or will...

- Installed Air Scrubbers in the studio HVAC systems. This will provide filtration of the air throughout the building constantly, cleaning the air of 99% of ALL Viruses and Allergens including but not limited to Covid-19. This is done without any chemicals, it is strictly filtered air, and will enhance the air quality to its absolute best potential at all times throughout the studio facility.
- Temperature checks will **NOT** be conducted of students at any time unless directed by a parent. There is no licensed medical personnel on staff at Virtues In Motion Dance Studio, therefore is not responsible for any medical diagnosis based on the opinions of its staff regarding its clients or their minors' health at any given time.
- Clean/Disinfect frequently touched surfaces thoroughly and at regular intervals.
- Wash/Sanitize our hands before and after each session.
- Accommodate a limited number of students in classes to keep the class size small.

By signing below, I agree to each statement above and release C&C Studios, Inc, dba Virtues In Motion Dance Studio, and its employees and affiliates from any and all liability for the unintentional exposure or harm due to COVID-19, any other sharable virus, or any other medical condition that can be transmitted between individuals.

**Student's Name in Full \***

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**Parent or Guardian's Name in Full Print \***

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**Parent or Guardian's Name in Full - Signature \***

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**Mobile Number \***

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**Email \***

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**Date Signed \***

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### **Café Account Authorization**

VIM Dance Studio would like a signature to authorize their Company Team Dancer to make food and beverage purchases from the studio café. If there are any food allergies, provide the details on the VIM Information Sheet and Medical Waiver of the handbook as well as on this form for quick access. Please sign below and make any notations for any account 'rules' you may have for your dancer and specify any food allergies if any.

Food and beverage purchases made to accounts will all be charged on the 1<sup>st</sup> of each month with tuition unless other arrangements are made prior to the 1<sup>st</sup>.

By signing below, the parent of the registered minor agrees to allow the dancer (minor) to purchase miscellaneous café items such as snacks or drinks on their family account in which all fees will be charged on the credit card on file on the 1<sup>st</sup> of the next month.

**Parent signature/Date**

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**Parent signature/Date**

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Notes for VIM Staff:

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## Parent Release Form for Photography and Videography - 2022-23

I, the undersigned, give permission for Virtues In Motion Dance Studio to use video footage and/or photographs of my child, \_\_\_\_\_, during classes for studio advertising purposes. This usage may include (but is not exclusive to) displaying publicly, distributing, or publishing, photographs, and/or video of my child for use in materials that include, but may not be limited to:

- printed materials (e.g. - brochures and newsletters)
- online and offline advertising and promotion
- videos and digital images such for use on Social Media.

By signing this form, I acknowledge that I am giving unrestricted permission for my child's image to be used in print, video, and digital media. I agree that these images may be used by Virtues In Motion Dance Studio for a variety of purposes and that these images may be used without further notification. I do understand that any identifying information including surname and location will not be used in conjunction with any video or digital images.

Parent/Guardian signature \_\_\_\_\_ Date \_\_\_\_\_