



Warner Mountain Dance Center Policies, Procedures and Liability Agreements

The staff of the Warner Mountain Dance Center. would like to ensure the safest and most positive dance experience for your child. Please read through the following policies carefully and thoroughly

It is important to the Warner Mountain Dance Center, hereby referred to as the WMDC, and the Artistic Director, hereby referred to as A.D., to provide the best experience possible to its students and community members. Being a member of the WMDC requires a commitment in time and effort. Because there are other large commitments to school and personal life, it is important that WMDC members understand what will be required as a dancer and a parent. The following Policy, Procedure, and Liability Agreements are meant to help WMDC members understand their responsibilities as a member of the WMDC and the responsibilities of the WMDC to the members.

**** In order to participate in WMDC classes; parents and students must complete student registration paperwork signing their agreement to follow the policy, procedure, and liability agreements stated below. The WMDC policies and procedures and agreements are subject to change. The WMDC members will be notified (in writing via email and/or the WMDC newsletter) of any changes prior to their installment. By signing the agreement upon registering with the WMDC at the beginning of the performance season in August. Parents and students agree to adhere to any change of the policies, procedures, and agreements that may be enacted AT ANY TIME during the student's enrollment at the WMDC. ****

POLICIES

***Registration:** Students are to register prior to their first class. Parents have the option to register electronically or in paper format. The registration packet must be completed entirely, and all dues/fees must be paid in full in order to be considered a qualified participant for classes at the WMDC.

In order to create a fair and equitable registration process for all students. There are two opportunities to enroll in a performance season. One, during "Pre-Season Registration" which occurs between May and June. The second and final opportunity is during "Last Chance Sign-ups" which occurs during the month of August. In order for a registration form to be considered valid all subsequent dues and fees must be paid.

***It is the responsibility of the parent to notifying the office of any change of information (email address, physical address, insurance, etc.). The WMDC or its governing bodies is not responsible or liable for any additional fees or missed performance opportunities associated with the parent's failure to change or update their contact information.

***Pre-Season Registration Requirements:** If a student enrolls during the "Pre-Season" timeframe. The student must either attend a summer dance camp or purchase a 4-class punch card to attend any age appropriate class over the summer. Even if a student does not attend all summer dance opportunities one option must be purchased in order for their Pre-Season Registration to be considered valid. Failure to meet these requirements could result in the termination of registration. In accordance with the Registration Fee and Tuition Policy, no refunds will be issued.

***Registration Fee:** The registration fee for enrolling to Performance Season classes is \$45, per dancer. This registration fee is non-refundable for any reason (including failure to meet pre-season registration requirements, if applicable). This fee is considered a 'placeholder' in class and covers August tuition. Once the registration fee is submitted, regardless of whether or not the Registration Packet has been returned/received by the WMDC office, the place is held 'with intent' for the student.

***Class Availability:** WMDC classes are filled on a first come, first serve basis. Class sizes are limited to 6 - 10 dancers depending on the type of class. If a parent/student is interested in a filled course they will be placed on a waiting listed and notified if/when the course has an open availability. Enrollment for new student applications is closed after Labor Day. After that time, the WMDC no longer accepts new students in order to maintain continuity within the class. Currently enrolled students, participating in classes or waitlisted, have until September 15th to switch class styles or levels (if applicable).



***Placement:** The WMDC is proud to offer a wide variety of classes, including, but not limited to; Acrobatics/Tumbling, Ballet, Contemporary, Creative Movement, Jazz, Lyrical, Mommy & Me and Pre-Ballet. Some, but not all classes, are offered at various levels. **Students are placed in leveled classes according to the following criteria; technique, commitment level, enthusiasm, attitude, behavior in class, and attendance. Not necessarily their age!** Or how many years a student has participated in a given level. All student placement is based on Instructor/Director approval.

***Schedule:**

Please visit the website for current schedules. It is the responsibility of the WMDC to notify all students of any schedule changes. Various sources of scheduling information include, but are not limited to; the website, the Facebook page or emails. As a courtesy, make-up lessons may be made available for cancelled classes; however, this option is based on available make-up opportunity calendar dates and attendance to previous make-up classes. The A.D. maintains the right to select when/if make-up class opportunities will be held.

***Dress Code:**

WMDC members must wear appropriate dancewear to EVERY class. Forgetting dancewear, shoes, hair will not be tolerated. The WMDC dress code is as follows;

- Upper body attire includes: Leotards and strap shirts or other form fitting attire, specifically; Ballet, Acrobatics & Tumbling. Loose clothing may be worn during Jazz; however, students should note that movement may result in clothing 'not staying where it should' and should take note to dress appropriately for such circumstances.
- Lower body attire includes: Tights, leggings, shorts, and jazz pants. Please be mindful of the type of skirts worn (particularly their length). Ballet wrap skirts, and mini tutus are acceptable.
- Footwear: Students should bring socks to every class. Formal footwear should be discussed prior to purchase.
- Hair: Must be securely pulled back for every class.

Jeans and dresses are not acceptable attire for any dance class.

Failure to abide by the proper dress code (including hair) may result in the student's inability to participate in class for the day. No refunds or make-ups will be offered under those circumstances.

***Attendance:**

Student's attendance in class is paramount in order to continue a student's dance education.

It is the responsibility of the student/parent to notify the WMDC of any illness, vacation time, change in personal schedule, or any other factors interfering with the established and hereby agreed upon WMDC policies. Tuition is based on enrollment, not attendance. Refunds are not provided under any circumstances.

Dress Rehearsal: Attendance to dress rehearsal, and all corresponding parts are mandatory and may result in a student's ability (or inability) to participate in the Performance. It is the discretion of the A.D. to determine which part of the Performance a dancer may or may not be allowed to participate in based on attendance, or lack thereof, to dress rehearsal.

Illness: Students should NOT physically attend class if they are showing signs of illness. Attendance via zoom may or may not be offered as an alternative option to physical presence. (See illness/injury for more information.)

***Parent Attendance:**

For liability purposes, only registered students and instructors are allowed inside the classroom while class is in session. Parents are not allowed to walk around the studio while classes are in session as it is disruptive to conducting a class. If there is an agreed upon opportunity to observe class and you must speak to your child, please do so in a polite and least distracting way – especially in classes with younger ages. Scheduled attendance to classes is welcome. Please be sure to schedule attendance to classes 24 hours ahead of the scheduled class, as instructors have to make adjustment to lesson plans in order to account for the distraction of the students.



***Drop-Ins/Drop-Outs:**

- Drop-Ins: are only available at the WMDC during the Summer Season, and at the A.D.'s discretion during the performance season.
- Drop-Outs: Students who wish to discontinue their season with the WMDC. Parents are required to notify the office via written communication (email or letter). If verification is given prior to the first of the month, the account will not be charged for the following month. If a parent fails to notify the office via written communication prior to the first of the month the account will be charged. If the tuition deadline is missed i.e. the 15th of the month. The student's account will be assessed for the monthly tuition, and an applied late fee. A student's account must be 'current' (i.e. all dues and fees paid) in order to receive all materials related to previous attendance at the studio including, but not limited to, receiving costumes. Additionally, any unpaid balances remaining on a student's account must be brought 'current' in order for any member of the family to return or begin classes at the WMDC.

***Tuition & Pre-Scheduled Holidays:** Tuition is accrued on a monthly bases, please refer to the current tuition schedule available on the website or at the studio. Tuition is due on the 1st of the month and payable to the Warner Mountain Dance Center or WMDC. All tuition is based on four weeks per month; therefore, there will be no extra charge for the "fifth week" lessons as these "free" lessons are used to offset the days when the studio is closed. Delinquent payments past 5pm (or doors close, if class is in session) on the 15th of each month will result in the account incurring a \$15 late fee. The exceptional delinquency date is May 1st. On May 1st tuition is due and if unpaid by 5pm will incur a \$15 late fee. Dance families with outstanding expenses on the date of the Spring Performance will not be allowed to participate. See **Spring Performance Participation** for more details.

The WMDC's pre-scheduled holidays are Labor Day Weekend, Halloween (if on a weekday), Thanksgiving Break, Christmas/New Year's Day Break (determined by the WMDC office), MLK day, President's Day, Spring Break, Memorial Weekend, and Summer Break post show and Summer Break prior to the start of the performance season.

The studio will be in session all other days of the year.

Tuition is not pro-rated for holidays or summer break. If a class needs to be cancelled for any reason, you will be notified, please refer to section entitled "Schedule" for more information.

***COVID – 19 Update: The schedule will be subject to change upon diagnosis within the community. Parents will be notified of the adjustments to schedule if/when applicable to the county in which the WMDC resides.

***Illness/Injury:**

If a student is feeling under the weather or experiences an injury (in or outside of the studio) it is not the duty of the WMDC personnel to diagnose the student. It is generally recommended that a student should observe class if he/she is feeling slightly under the weather or has experienced an injury. However, if a student is experiencing a contagious illness it is mandatory that they not attend class until the symptoms of illness has subsided. (Please wait 3 days after a fever before returning to class.) Students will generally be kept at the studio to observe unless signs of contagious illness/serious injury are present, or the student asks to be picked up.

In the event of an injury, an "injury report" will be filed, and a parent signature will be required.

Please help to keep the studio germ free by discussing appropriate sanitary behavior with students (washing hands after bathroom use – also recommended to wash hands before and after class, covering sneezes with elbows, keeping hands to one self, etc.)

Important Note:

Each student **MUST** be covered by their family's insurance policy. If an injury occurs, it is understood that the student's own policy is your only source of coverage/reimbursement.

There are no refunds or adjustments made for missed or cancelled classes due to illness or injury.

***COVID – 19 Update: If a parent is notified via contact tracing that they may have come into contact with a carrier of COVID – 19. It is the studio's request to be notified. The WMDC respects confidentiality agreements, and will not disclose the potential carrier. We see it as our duty to protect our community, and we are requesting your assistance by notifying us as a way to continue to protect students and families.



***Bad Weather Days:**

The studio will usually follow the Modoc Joint Unified School District closures for bad weather. The WMDC reserves the right to cancel classes at the A.D.'s discretion. It is not the A.D.'s desire to put any child in danger due to weather. In addition to the normal attendance policy, the A.D. will trust parents to inform the A.D. if they feel uncomfortable traveling due to road conditions (especially those that are traveling great distances), and based on the response. The A.D. may cancel classes for the evening, and/or offer a make-up. Please do not abuse this system!

***Drop off/Pick-Up Policy:**

The WMDC drop off policy is as follows;

BACK DOORS will open roughly 5 minutes ahead of the scheduled class. Students will be dropped off at the BACK DOOR. (Please do not exit the vehicle until the teacher has opened, or is standing near the door.) It is recommended students are prepared to dance at the time of arrival.

The WMDC pick up policy is as follows;

Students will be released through the BACK DOOR.

Students must be retrieved within 15 minutes after the end of class. There is a \$15 fee for late pick-up. Please notify the office if someone other than the parent/guardian is going to be retrieving the student. Students are requested to STAY INSIDE THE STUDIO until the parent, guardian or other member designated by the fore mention retrieve the student from within the studio. Once a student has exited the studio, they are no longer the responsibility of the studio or its governing bodies.

***Late Arrival Policy:**

Once the back doors have been closed students must enter through the front door. If you anticipate a late arrival, please email or message the teacher, and proceed to the FRONT DOOR. All studio doors are locked for safety purposes, and music will cover any knocks or yells. (As a general rule based on consideration, please do not bang on the doors.)

As dancers require time at the beginning of class to "warm-up." Failure to participate in the warm-up either by arriving late (15 minutes past scheduled start time), or the student's choice to not participate, they may be asked to sit out of the remainder of the class to avoid injury. No reimbursement is given for sitting out of class.

***Email Communication:**

The WMDC's primary form of communication is via email. Second form of communication is the website and Facebook page. Tertiary forms include phone and face to face contact; however, given the number of students enrolled in the WMDC it is the parent's responsibility to use the primary and second forms of communication to learn about WMDC events before enlisting the tertiary form.

The responsibility to check emails, or ensuring that email communication is being received to the email requested by the parent/guardian at the time of enrollment belongs to the parent/guardian. If parents/guardians are not receiving emails, it is the responsibility of the parent/guardian to approach the A.D. The A.D. must rely on the assumption that the technology it is using is following the program outline for basic utility. It is not the responsibility of the studio and its governing bodies for any information missed in newsletters, planners, contract, invoices, etc. Parents/guardians will be required to pay any tuition, dues, or fees associated with the missed correspondence.

***Lice:**

If your child is found to have head lice, it is important to treat your child before he/she returns to dance class. The studio will not refund for any missed classes due to head lice. (Be sure to contact the WMDC should lice be found). The studio will notify parents if their child(ren) show evidence of lice infestation and will recheck the child(ren) returning to the studio following treatment. Parents must not rely on the dance studio to do the primary head checks. Remember, children's heads should be checked at home. This policy has been formulated in conjunction with both MJUSD and MCOE board policy, this includes that the child may return to dance following treatment and the removal of live lice. The WMDC and its affiliates ask for your cooperation in working together, with the dance studio, to limit lice interruptions in your child's dance education.



***Spring Performance Participation:**

The spring performance is scheduled at the beginning of the season and is available for review on the WMDC planner (available on the website). A student's level of participation in the spring performance is determined by the student's attendance during choreography months, February – May. Students who miss classes during this time period will be given a fair amount of time to learn the choreography before alternative actions are taken. It is the student's responsibility to come prepared to class with knowledge of the previous week's choreography.

A student's ability to participate in the season performance is also based off tuition, code of conduct, attendance to dress rehearsal, and costuming. All tuitions, fees, and other applicable dues, must be paid in full the day before the performance. Failure to bring accounts current, will result in late fees. If accounts are not made current by 5pm the day before performance, the student will not be performing.

In addition, as previously stated in subsection *Attendance: students must attend Dress Rehearsal and participate in all corresponding components to be eligible to participate in the Performance. Missed attendance to dress rehearsal or individual components may result in the student's inability to participate in that section of the show or the show as a whole. The intention behind required attendance to dress rehearsal is to provide a clear understanding to dancers the expectation for Performance dance; including but not limited to, entrances, exits, floor positions/staging, etc. Missing these key components of this preparation process can affect the safety of both the individual dancer and the group. Please maintain clear communications with the A.D. as there are many components to the decision-making process for participating in the Performance.

***Costuming:**

The WMDC is responsible for selecting, invoicing the parents, and purchasing the costumes for the spring performance. As costuming is time consuming and results in additional shipping & handling costs, there is a \$20 S&H/Admin Fee associated with ALL costume invoices. An additional \$10 fee is assessed to families with additional enrolled students. The S&H/Admin and late fees are non-negotiable and is not reduced if items are removed or added to the costume invoice. It is the parent's responsibility to pay the costume invoice by the invoice date. A \$15 late fee will be assessed to any outstanding costume invoices. Costumes will be held by the WMDC until dress rehearsal. Students will not be allowed to participate in dress rehearsal, or receive their costumes until ALL outstanding balances (including monthly tuition, late fees and/or fines relating to a code of conduct violation) are paid in full. Additionally, as students are allowed to take costumes home after the dress rehearsal, it is the parent and students responsibility to care for the costume and all of its parts including; hair pieces, tights, shoes, or any additional materials such as props. Costumes are NOT replaceable. Missing or destroyed costumes may result in the student's inability to participate in the performance.

***Casting:**

Casting is the responsibility of the choreographer/A.D. who must consider the specific needs of an entire routine/production. Dancers are required to accept the roles for which they have been cast and are encouraged to think in terms of dancing as a part of a complete routine/production. Rather than dancing an isolated piece of the production that may or may not fit what they had in mind for themselves. Dancers will be given roles in the routine based on ability (technique, flexibility, picking up choreography, etc.), attentiveness, attendance, and if a student is enrolled in multiple classes. Dancers will all have adequate time to dance on stage; however, time and choreography is dependent upon afore mentioned skills. Choreography for each dancer may differ based on the needs of the routine. As the majority of the repertoire performed by the WMDC is the individual creation by the A.D. Casting changes are not likely to be made as shows are created to fit the available cast in a given year. Illness, injury, drop-outs, or code of conduct violations are a few of the examples in which a role may be given to a different dancer.

***Use of Video & Photography:**

It is understood that the WMDC reserves the right to use any photography and/or videotaping of student's performances for purposes of advertising, publicizing, and promoting of the studio. All ownership (including copyright) as well as other rights, title and interest in and to these photography/videotaping shall belong exclusively to the WMDC. Parents, guardians, and students hereby waive any right to inspect or approve the finished photographs in printed or electronic matter that they may be used in conjunction with the WMDC now or in the future, whether that use is known to the parents/guardians/student or unknown, and the parents/guardians/students waive any rights to royalties or other compensation arising from or related to the use of the photograph(s) or videography.

***Please do not take photos or videos of the students without the director's permission.



RULES & CODE OF CONDUCT

*Studio Rules:

1. Everyone involved WMDC classes, events, functions or other activities are to be treated respectfully (see Code of Conduct for more details).
2. No running inside the studio.
3. Use 'inside voices'.
4. No gum inside the studio.
5. When using WMDC personal property treat it carefully (do not touch the mirrors, hang on ballet barres, or anything else that may result in the damage of property or the damage of the personal 'self'.)
6. Water only allowed within the studio or in backstage areas.
7. Pick up after yourself (snack remnants, toiletries, and other items). Lost and found is held until July 1st.
8. Wear proper dance attire including hair pulled back into a pony tail or bun.
9. No (non-dance) shoes on the dance floor.
10. Stay inside the studio until a parent, guardian or designated member retrieves you after class.
11. Follow COVID – 19 mandates requiring social distancing and proper sanitary methods to be enforced.

*Code of Conduct:

All participating members of the WMDC are expected to act respectfully to the A.D., instructors, any other WMDC staff member/volunteer, their fellow students and student parents at all times while on studio premises or attending WMDC related functions. Being a member of the WMDC is a privilege. All members (students, parents, guardians, etc.) will be held to the highest standards of conduct, and must act respectfully towards themselves and others. Disrespectful behavior includes, but is not limited to; name calling, derogatory language, violence, disrupting class, engaging in arguments in front of students, endangerment to themselves or other students, destruction of property, etc.

Any parent/guardian or student who exhibits disrespectful behavior to WMDC staff or members will result in appropriate consequences. After any instance of disrespectful behavior by the student or parents, the parents will be informed via verbal communication. The studio will follow-up with written communication in a 48-hour time frame where the offense will be clearly

detailed in addition to the appropriate consequence (see below). Continuation of disrespectful behavior may result in the student's termination, even if it is the fault of the parent/guardian. Any classes missed as a result of delinquent behavior will not receive any compensation for the missed class, including but not limited to; refunds or a make-up class. All tuition, dues, and corresponding fees will still be due and subject to additional fees if not paid on time. Failure to pay all incurred costs will result in a student's termination and their inability to retrieve dance related items (including, but not limited to, costumes).

These policies are in place in order to keep the WMDC a safe, supportive, wholesome environment for all participants. Dancers are expected to understand that they are viewed as role models by other students and must strive to achieve the highest standard of personal conduct for themselves at all times.

Failure to abide by the Student & Parent Code of Conduct will result in one (or more) of the following consequences - depending on the severity of said action, and the number of parties involved;

- **1st level offense:** Written warning will be issued to the responsible party.
- **2nd level offense:** Written warning and \$25 fine will be issued to the responsible party.
- **3rd level offense:** Written warning and \$50 fine will be issued to the responsible party. In addition to the responsible party being placed on probation, which will require community service hours at the studio.
- **4th level offense:** Written warning and \$100 fine will be issued to the responsible party. In addition to the responsible party being suspended from attendance to the WMDC corp. and corresponding events or classes for 2 weeks. Upon their return the student will be placed on probation, and subject to community service hours at the studio.
- **5th level offense:** Written notification of the responsible party and/or student's expulsion from participating in any and all related WMDC corp. events, practices, etc.

***All written warnings, and any other applicable correspondence shall be kept on record by the WMDC corp.

Warner Mountain Dance Center

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Depending on the severity of the action, the WMDC corp. and its governing bodies reserve the right to select the level of offense they deem to be an appropriate response to the action. Any disagreements should be brought to A.D. Please note, code of conduct policies will continue to be applied during the discussion of disagreements. If the code of conduct is broken during that time, the level of offense will be raised.

***Destruction of WMDC Personal Property:**

WMDC members (students, staff, parents, guardians, relatives, friends, etc.) are expected to treat WMDC personal property respectfully. Numerous materials used within the studio are fragile, and some pieces can be dangerous if used improperly. Members who do not treat WMDC studio personal property respectfully will be responsible for the replacement of the personal property item(s). Improper use of item(s), which result in the damage of personal property to the point of inability to use safely or effectively shall be the responsibility of the member's family to monetarily replace. Item(s) that incur damage to the point in which the item(s) require replacement, due to a member's improper use of the items, will not include depreciation in the monetary replacement value of the destroyed property. The cost of the item will be referred to as the, 'cost to replace new.' Meaning the current price to replace the exact item – size, type, brand, all that apply - including all additional charges; S&H, sales tax, etc. Members will have thirty (30) days to provide payment after the invoice for the replacement of destroyed property is provided. If payment is not provided, a \$100 late fee will be added and the student or other family will not be allowed to participate until all fees (cost to replace new, tuition, and late fees) are brought current.

***Refunds:**

Refunds will NOT be issued for most circumstances. If a refund is issued there is a \$25 returned check fee per student. The only circumstances in which a refund will be issued is;

- 1) Students choose to discontinue classes after the costume fee has been paid, but BEFORE costumes have been ordered. In this instance the family will be issued a refund for the costume fee minus the applicable returned check fee. In the event costumes have been ordered and the family's account is in balance. The family will be notified when their student's costume arrives and have the opportunity to retrieve the costume in lieu of a reimbursement of the costume fee.
- 2) If a student chooses to discontinue classes after a family has pre-paid their tuition for the coming month. Example: Student A's family pays for 3 months of tuition. After the first month the student decides to discontinue classes and the parents notify the office in a timely manner (prior to the 1st of the month). The family will be refunded for two months tuition minus the applicable returned check fee.

***Many of these policies are written for 'worse case scenarios.' The WMDC and governing entities do not hope to be forced to enact some of the more strict policies. It is recommended that parents/guardians, students, approach the A.D. should a disturbance occur. The WMDC hopes that resolutions may be found respectfully. Communication is key. The higher the level of quality communication the easier it will be to resolve without additional financial hardships or burdens. However, please review the "Code of Conduct," "policies will continue to be applied during the discussion of disagreements." ***



EMERGENCY PROCEDURES

***Earthquake:**

In the event of an earthquake the WMDC will be evacuated immediately to the gravel parking lot, or the court house if the gravel parking lot is deemed unsafe – due to powerlines. Dancers will exit through their nearest entrance (front or back door) once the quake has subsided. Dancers will be asked to congregate away from power poles to the best of their ability. Parents are asked to arrive at the gravel parking lot (or court house if the parking lot is empty) as soon as possible to retrieve their student(s). Students will not be released to another individual unless the A.D. or instructor have been notified by the student's parent or guardian. All classes will be cancelled until the building is determined to be safe for re-entry. No re-funds are given in the event of an earthquake.

***Fire:**

In the event of a fire the WMDC will be evacuated immediately to the gravel parking lot, or the court house if the gravel parking lot is deemed unsafe. Dancers will exit through their nearest entrance (front or back door). After the appropriate authority figures are notified, parents will be notified and asked to retrieve their students immediately. Students will not be released to another individual unless the A.D. or instructor have been notified by the student's parent or guardian. All classes will be cancelled until the building is determined to be safe for re-entry. No re-funds are given in the event of a fire.

***Power Outage:**

In the event of a power outage. If the power has not been reinstated within 20 minutes prior to class time. Class will be cancelled and the parents/guardians of students will be notified. If class is in session, it will be mandatory that students are retrieved by parents/guardians within 15 minutes. Classes will be cancelled for the remainder of the evening. No re-funds are given in the event of a power outage.

***Intruder:**

In the event of an intruder, WMDC personnel are requested to do what they feel is best in the moment. If possible the door will be locked prior to the entry of the questionable entity. If not possible, the questionable entity will be asked to leave. If necessary, WMDC personnel will contact local authorities. In worse case scenarios, WMDC personnel may need to attempt to evacuate students to the closest entrance, and move them to safety – court house. Parents/guardians will be notified in the event students are evacuated. The WMDC personnel will do their best under these circumstances. Please note the liability waiver indicates the WMDC and its affiliates are not responsible under these circumstances should the worst circumstance occur.



LIABILITY AGREEMENTS

Your signature on the Registration Packet, designated section “Liability Waiver”, indicates your understanding and compliance with the following items:

RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK & INDEMNITY AGREEMENT

In consideration of the risk of injury while participating in dance (whether joining online classes or in-person) (the “Activity”), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Warner Mountain Dance Center; hereby referred to as the WMDC, located at 209 S. Main St., Alturas, CA 96101, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS’ NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM AND DURING THIS ACTIVITY.

I agree to indemnify and hold harmless the WMDC against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney’s fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If the WMDC incurs any of these types of expenses, I agree to reimburse.

I acknowledge that the WMDC and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of the WMDC.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS “WAIVER AND RELEASE” AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE THE WMDC AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST THE WMDC FOR PERSONAL INJURY OR PROPERTY DAMAGE.

In the event that any damage to equipment or facilities occurs as a result of my or my family’s willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.



This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant and the WMDC agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

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.

The WMDC has put in place preventative measures to reduce the spread of COVID-19; however, the WMDC cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending WMDC could increase your risk and your child(ren)'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 child(ren) and I may be exposed to or infected by COVID-19 by attending the WMDC 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 the WMDC may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the WMDC director, employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at the WMDC or participation in programming ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the WMDC, 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 the WMDC its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any WMDC program.

BY REGISTERING AND PAYING FOR ANY CLASS, EVENT, PRIVATE LESSON, OR OTHER ACTIVITY, YOU ARE AGREEING TO ALL OF THE ABOVE CONDITIONS AND WAIVERS. YOU AGREED THROUGH THERE AS WELL. PLEASE DO NOT HAVE YOUR CHILD/YOURSELF PARTICIPATE IN ANY CLASS OR EVENT UNLESS YOU ACCEPT AND AGREE TO ALL OF THE TERMS IN THIS AGREEMENT.



Performance Contract

Your signature on the Registration Packet, designated section “Performance Contract”, indicates your understanding and compliance with the following items:

I UNDERSTAND THE FOLLOWING RULES & REGULATIONS:

- **REHEARSALS:**
 - o Attendance to class is necessary to learn choreography. Lack of attendance may result in a reduction of time on stage and/or in the work.
 - o Attendance is required to all dress rehearsals.
- **PERFORMANCE:**
 - o All performers must arrive no later than 1 hour before show time, and sign in upon arrival. Special circumstances are at the instructor’s discretion.
 - o All costumes must be treated with respect. No eating, drinking (other than water) or chewing gum while in costumes.
 - o All backstage crew must be treated with the upmost respect. Students must remain respectful and courteous to other dancers, faculty, staff, and crew. Failure to comply with the request of the backstage manager as it relates to the show will result in disciplinary action.
 - o No running, yelling, or other loud/noisy behavior while backstage.
 - o Leave valuables at home. Any valuables that are brought are the responsibility of the student and parent. The Warner Mountain Dance Center and any assisting bodies will not be held accountable for lost, stolen, or otherwise misplaced valuables.
 - o No videos or photos the dancers performing on stage. Please use discretion while taking photos back stage and be mindful of the dancers who may be changing around you.
 - o Dancers are NOT allowed sit in the theater before or during the show, unless released by the stage manager. Nor are they allowed to go into the foyer of the theatre in my costume until after the FINAL CURTAIN of the show.
 - o Do not touch any of the lighting instruments, curtains, props, etc, or any other items not belonging to you personally without express permission.
- **COSTUMES, HAIR & MAKE-UP:**
 - o ALL CLASS FEES, COSTUME FEES and relating performance fees (including S&H/Admin Fees) MUST BE PAID IN FULL in order to participate in the performance.
 - o Individual dancers are solely responsible for any hair and make-up requirements. Unless special make-up is required. If special make-up is required it will be provided by the WMDC.
 - o All dancers must wear the proper hair, make-up, and undergarments as instructed by the dance instructor. No jewelry or nail polish – unless it is part of the costume requirements.
 - o All hair and make-up must be done and costumes on, ready for performance 10 minutes BEFORE curtain call. (Curtain call occurs approximately 5 minutes before the show.)