



Joyce Lemos Aerial Arts Dance Academy, LLC (JLAADA)
Studio Rules / Waiver of Liability / Acknowledgment of Risk / Photo & Video Release

Studio Rules

- 1) Dancers/Aerialists need to arrive no earlier than 15 minutes before their scheduled classes.
- 2) Dancers/Aerialists that arrive more than 10 min late will not be able to take the class. They will be allowed to stay and watch the class. Arriving late is disruptive to the class and the proper warmups will not have occurred.
- 3) Dancers/Aerialists need to be picked up on time.
- 4) There will be no guaranteed supervision other than when the Dancers/Aerialists are in the classroom with their teachers.
- 5) Dancers/Aerialists should not use cell phones during class.
- 6) If Dancers/Aerialists will be at the studio for MORE than three hours, they should bring snacks, like a granola bar or something similar, to keep in their bag.
- 7) All Dancers/Aerialists need to bring water to class.
- 8) JLAADA is a safe, positive, respectful, inclusive space for all. Dancers/Aerialists are to always treat others with respect. Bullying, disruptive behavior and negativity are not allowed.

Tuition/Due Dates/Late Fees

- 1) A registration fee of \$29 will apply for all new students upon enrolling for classes at the studio. If a student leaves all classes at the studio, the registration fee will apply upon returning.
- 2) Upon enrollment in a class, all tuition payments will be set up and invoiced on a monthly recurring basis. The initial month may be prorated if starting in the middle of the month.
- 3) There is a 30-day notice requirement for withdrawal from any dance/aerial class and the withdrawal will become effective on the first of the following month. Notice must be given in writing or via email to the studio email: jaerialartsdanceacademy@gmail.com. Notice given during the first week of classes in any given month will meet the notice requirement. Once posted, payments cannot be refunded.

- 4) Tuition is due on the 1st day of each month, with a grace period until the 5th, and late on the 6th of the month. Any variation on this date will be communicated in advance via website/studio calendar and/or email.
- 5) A late fee of 10% of total monthly tuition will be added on the 6th day of the month.
- 6) A returned check fee of \$20 will be charged for each reversed payment.
- 7) Costume payments and recital fees are non-refundable, even if dancer/aerialist drops the class or is unable to attend the recital.

Payment Options

Joyce Lemos Aerial Arts Dance Academy offers the following payment options. Choose the option that works best for you.

Option 1: Pay monthly tuition online via Square from Invoice with credit or debit card.

For customers wishing to utilize our online payment services with credit or debit cards there is a square fee for each transaction. The fee is currently 2.9% + \$0.30 but subject to change per Square.

Option 2: Pay monthly tuition via ZellePay. No additional fees are included with ZellePay. Send payments via ZellePay to: 321-616-3737 or jlairalartsdanceacademy@gmail.com

Option 3: Pay monthly tuition by cash or check (payable to Joyce Lemos Aerial Arts Dance Academy).

Attendance/Holidays

- 1) If Dancers/Aerialists know they will be absent ahead of time, they must notify Ms. Joyce or class instructor.
- 2) Absences: Make-up classes are not guaranteed for absences. Upon request, we may be able to offer you a make-up class, based on availability or vacancy in another class. Make up classes must be scheduled within 2 weeks of the missed class. No refunds or credits will be given. For Private lessons, a 24-hour notice of cancellation is required. There will be no make-up classes or refunds for the Private lessons if cancellation is less than 24hrs prior to scheduled time.
- 3) All payments are equal regardless of the number of lessons or weeks any given month may have. There are months that have 5 weeks/classes. There will not be an additional charge for those months. The studio will be closed on some holidays and the same monthly fee will be charged. Holidays listed below are subject to change and notification will be sent out via email.

Holidays the studio is closed: Easter, Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day

Holiday closures will be updated each year on our website and sent out via email in January of each year.

Photo/Video Waiver

I hereby grant permission and give full rights to Joyce Lemos Aerial Arts Dance Academy, LLC, and its staff to take photos and/or videos of my child and/or myself to use for public and studio promotional purposes. Photos and videos may be used in studio advertisements and promotional materials including but not limited to: brochures, websites, advertisements, social media posts, and other promotional materials created by the studio. Photos may appear with or without names in press releases and other print advertising.

Participation Release Waiver

Acknowledgement of Risk and Waiver of Liability

I understand and agree that in participating in any dance class, aerial class, acro class, workshop, rehearsal or performance, there is a possibility of physical injury, permanent disability and, in rare circumstances, death. Furthermore, I understand that I should be aware of my, and/or my child's physical limitations and agree not to exceed them. If I am signing this waiver for my child, I certify that I am the parent or legal guardian and have the right to waive these rights.

In consideration of the risk of injury while participating in dance or aerial arts (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, and/or my child's participation in the Activity, and do hereby release and forever discharge Joyce Lemos Aerial Arts Dance Academy LLC, their affiliates, managers, members, agents, attorneys, staff, instructors, 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, AND/OR MY CHILD ARE VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM, AND/OR MY CHILD IS 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, MY CHILD'S OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY, AND/OR MY CHILD'S PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM AND DURING THIS ACTIVITY.

I agree to indemnify and hold harmless Joyce Lemos Aerial Arts Dance Academy LLC 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 Joyce Lemos Aerial Arts Dance Academy LLC incurs any of these types of expenses, I agree to reimburse Joyce Lemos Aerial Arts Dance Academy LLC.

I acknowledge that Joyce Lemos Aerial Arts Dance Academy LLC and their directors, officers, instructors, 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 Joyce Lemos Aerial Arts Dance Academy LLC.

I acknowledge that this Activity may involve a test of a person’s physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

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 JOYCE LEMOS AERIAL ARTS DANCE ACADEMY, LLC AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, INSTRUCTORS, 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 JOYCE LEMOS AERIAL ARTS DANCE ACADEMY, LLC FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Joyce Lemos Aerial Arts Dance Academy LLC, its agents, instructors and employees.

In the event that I, or my child should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

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 Joyce Lemos Aerial Arts Dance Academy LLC 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.

In the event of an emergency, please contact the following person(s) in the order presented:

Emergency Contact Name: _____ Phone # _____

Main Parent/Guardian Name: _____ Phone # _____

