



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 jlalerialartsdanceacademy@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.

Holiday Closures: 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, its staff, agents and representatives to photograph, videotape and record my child and/or myself for studio, educational, promotional, marketing and publicity purposes.

Initials: _____

Photos, videos and recordings may be used in studio advertisements and promotional materials including, but not limited to, brochures, websites, social media platforms, advertisements, press releases, newsletters, promotional videos and other printed or electronic materials created by the studio.

Initials: _____

I understand that these images and recordings may be used with or without names, may be edited, reproduced or distributed without further approval, and may be used indefinitely without compensation, payment or remuneration.

Initials: _____

I release and hold harmless Joyce Lemos Aerial Arts Dance Academy, LLC from any claims, demands or causes of action arising out of the use of such photographs, videos or recordings.

Initials: _____

PARTICIPATION RELEASE WAIVER

Acknowledgement of Risk and Waiver of Liability

SPECIFIC AERIAL ARTS RISKS

I understand and acknowledge that participation in dance, aerial arts, acrobatics, fitness activities, rehearsals, workshops, performances, camps, private lessons and related activities involves inherent risks that cannot be eliminated regardless of the care taken by Joyce Lemos Aerial Arts Dance Academy, LLC.

Initials: _____

I understand that certain activities may involve participation at significant heights above the ground and may require spotting, matting, instructor assistance, rigging systems and specialized equipment. Despite these safety measures, serious injury or death may occur. I voluntarily accept and assume all such risks.

Initials: _____

These risks include, but are not limited to, falls from height, equipment failure, improper use of equipment, collisions with equipment or participants, rope or fabric burns, bruises, cuts, sprains, strains, dislocations, fractures, head injuries, spinal injuries, paralysis, emotional distress, illness, property damage and, in rare circumstances, death.

Initials: _____

I acknowledge that aerial arts activities involve the use of specialized equipment including, but not limited to, aerial silks, lyra, hammock, rope, trapeze, straps, flying pole, mats, rigging equipment and related

apparatuses. I understand that participation in these activities carries risks that may result in serious injury despite proper instruction, supervision, equipment inspection and safety procedures.

Initials: _____

I understand that aerial equipment is routinely inspected and maintained; however, no inspection, maintenance program or safety procedure can eliminate all risks associated with participation.

Initials: _____

I understand that no amount of supervision, instruction, equipment inspection, maintenance, spotting or matting can completely eliminate the risks associated with aerial arts activities.

Initials: _____

I understand and agree that in participating in any dance class, aerial class, acro class, workshop, rehearsal, performance, camp, private lesson, open gym, special event or related activity, there is a possibility of physical injury, permanent disability and, in rare circumstances, death.

Initials: _____

I understand that participation may involve the risk of head injury or concussion. I agree to report any suspected injury immediately and follow all instructions regarding participation restrictions and return-to-activity requirements. 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.

Initials: _____

I understand that participation may expose me or my child to contagious illnesses, including but not limited to viral or bacterial infections. I voluntarily assume these risks.

Initials: _____

In consideration of the risk of injury while participating in dance, aerial arts, acrobatics, fitness activities, rehearsals, workshops, performances, camps, private lessons, open gym activities, special events and related activities (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, economic 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.

Initials: _____

I represent that I and/or my child are physically capable of participating in the Activity and have disclosed any medical conditions, injuries, illnesses, allergies, medications, physical limitations or other health concerns that may affect safe participation.

Initials: _____

I understand that it is my responsibility to notify Joyce Lemos Aerial Arts Dance Academy, LLC of any changes in health status that may affect participation.

Initials: _____

In the event of an accident, injury or medical emergency, I authorize Joyce Lemos Aerial Arts Dance Academy, LLC, its instructors, employees, volunteers and representatives to obtain emergency medical care for myself and/or my child when deemed necessary. I understand and agree that all medical expenses incurred shall remain my sole responsibility.

Initials: _____

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.

Initials: _____

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.

Initials: _____

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.

Initials: _____

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.

Initials: _____

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.

Initials: _____

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.

Initials: _____

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.

Initials: _____

EQUIPMENT USE AND SAFETY

I understand that participants may use aerial equipment and apparatuses only under the supervision and direction of authorized instructors. Unauthorized use of equipment before, during or after class, rehearsal, workshop, performance or event is strictly prohibited.

Initials: _____

I agree to follow all studio rules, safety policies and instructor directions. Failure to follow safety instructions may result in removal from participation without refund.

Initials: _____

GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict of law principles.

Any legal action arising out of or relating to this Agreement or participation in the Activity shall be brought exclusively in a court of competent jurisdiction located in Orange County, Florida.

The parties consent to the jurisdiction and venue of such courts.

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.

Initials: _____

PERSONAL PROPERTY

I understand and agree that Joyce Lemos Aerial Arts Dance Academy, LLC, its owners, instructors, employees and volunteers are not responsible for lost, stolen or damaged personal property brought onto studio premises or to studio-sponsored events.

Initials: _____

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 # _____

Secondary Parent/Guardian Name: _____ Phone # _____

* If you or the participant has a medical condition that we should be aware of, please let us know BEFORE your participation in the Activity.

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

Printed Name

Signature

Date

Parent/Guardian Waiver for Minors

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF JOYCE LEMOS AERIAL ARTS DANCE ACADEMY, LLC USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR

CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM JOYCE LEMOS AERIAL ARTS DANCE ACADEMY, LLC IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND JOYCE LEMOS AERIAL ARTS DANCE ACADEMY, LLC HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

In the event the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I hereby certify that I am the adult parent or legal guardian of _____, a minor child under the age of eighteen years, and I consent to their participation in Activities at Joyce Lemos Aerial Arts Dance Academy, LLC. I knowingly assume all risks on behalf of my minor child and agree to release, waive and discharge any and all claims that may arise from my child's participation in the Activities to the fullest extent permitted by Florida law. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

Parent/Legal Guardian Printed Name

Signature

Date