



STUDIO POLICIES & LIABILITY WAIVER

This agreement is between Studiok and any of the instructors who may be conducting classes as appointed by Studiok and the individual whose name is signed below.

STUDIO POLICIES

1. A deposit of \$75 is due at the initial meeting in order to reserve your rehearsal slot. This payment is non-refundable and goes towards the full payment.
2. Full payment is due at the beginning of the first rehearsal. Unless otherwise specified and agreed upon. This payment is non-refundable.
3. All music that is needed for rehearsals will be provided at minimum of two (2) weeks (14 days) before the scheduled first rehearsal date. Music will be delivered in an MP3 format to the instructor or the Studio by thumb drive, CD, DropBox, or by any other means. Unless otherwise specified and agreed upon.
4. If music is delivered in any other format than an MP3, there will be an additional fee of \$5. Unless otherwise specified and agreed upon.
5. There will be a fee for music turned in past the agreed upon date, unless otherwise specified and agreed upon:
 - a. Music turned in between eight (8) to thirteen (13) days from the first rehearsal: \$25
 - b. Music turned in between three (3) to seven (7) days from the first rehearsal: \$50
 - c. Music turned in between one (1) to two (2) days from the first rehearsal: \$75
6. All music changes done after the start of the first rehearsal date can be charged a fee of up to \$50 each time it is changed. Unless otherwise specified and agreed upon.
7. Any changes to the court (order, number in the court, switching people in the court, etc.) can be charged a fee of up to \$50 each time it is changed. Unless otherwise specified and agreed upon.
8. No video recordings of the instructor or participants are permitted during rehearsals at the studio, unless payment in full has been made.
9. Instructor is not required to share rehearsal videos with you or your participants until full payment has been made. Unless otherwise specified and agreed upon.
10. Rehearsal videos will be shared through Google Photos in a shared album.
11. The first rehearsal class will start about 1.5 months before the date of the event, unless otherwise noted.
12. The number of rehearsals is as follows, unless otherwise specified and agreed upon:
 - a. Waltz Package: 10 rehearsals + 1 rehearsal at event location. Total of 11 rehearsals.
 - b. Surprise Dance Package: 12 rehearsals + 1 rehearsal at event location. Total of 13 rehearsals.
 - c. Complete Package: 15 rehearsals + 1 rehearsal at event location. Total of 16 rehearsals.
13. There will be an additional charge for any additional rehearsals.
 - a. \$45 per additional rehearsal hour.
14. The length of music is as follows:
 - a. Waltz (main dance/slow dance): 5 minutes maximum.
 - b. Surprise Dance: 10 minutes maximum.
 - c. Entrance/Introduction of the court: 3.5 minutes maximum.
15. There will be an additional charge for any additional time going over the maximum length:
 - a. \$15 per additional minute
16. Time over the maximum time length will be counted starting at 10:01 (10 minutes and 1 second).
17. Music going over the maximum length does not include any additional rehearsal hours.
18. Rehearsals start at the agreed upon time and will end one hour (60 minutes) after the agreed upon time has started.

19. If the party shows up late or starts late in class due to waiting for participants to arrive, class will still end one hour (60 minutes) after the agreed upon time and class will not be extended to make up for the time lost.
20. If the main participant (Quinceañera, Bride, etc.) shows up more than 10 minutes late to rehearsal, class will be canceled and will not be rescheduled for a make-up class for a later date or time. Unless otherwise specified and agreed upon.
21. If a rehearsal must be rescheduled, you must notify the choreographer/instructor 24 hours before (1 day). Otherwise you risk forfeiting that rehearsal and not be rescheduled for a make-up class for a later date or time. Unless otherwise specified and agreed upon.
22. For rehearsals scheduled on weekends (Friday 5:00pm – Sunday 6:00pm), you must have them scheduled at the initial meeting before the first rehearsal. Unless otherwise specified and agreed upon.
23. All rehearsals will be at Studiok, except for the last rehearsal being at the location of the event. Unless otherwise specified and agreed upon.
24. All participants must practice outside of designated studio rehearsals in order to get the best results possible.
25. If the rehearsal at the location of the event is outside of the city of Madras, Oregon:
 - a. There will be a \$25 travel fee.
 - b. A maximum distance of 40 miles from the city of Madras, Oregon.
26. All participants in rehearsals will not be permitted to be inebriated in any way, this includes, being under the influence of alcohol, drugs, marijuana, tabaco, etc.
27. If participants show up to rehearsal inebriated, class will be canceled and will not be rescheduled for a make-up class for a later date or time.
28. All participants must be respectful, ready to learn, and keep an open mind when in class.
29. If any participant feels uncomfortable with the choreography given, they must let the choreographer/instructor know for any changes to be made.
30. If participants are not respectful and are causing disruption in rehearsal, a parent/guardian will be asked to attend rehearsals (if the Quinceañera or if the main participant is under 18).
31. If participants continue to be disrespectful and causing disruption in rehearsals even with parent/guardian present, the instructor may cancel class without rescheduling a make-up class or terminate the contract.
32. If food or drink is brought into the studio, participants are required to clean up after themselves.
33. If the choreography you wish to have requires specific props, you (the Participant) is required to provide all props needed for your choreography for rehearsals and for the actual event. Unless otherwise specified and agreed upon.
34. The participant is in charge of bringing their own and all of their participants' crown, petticoat, shoes, etc. to rehearsals and the actual event. The choreographer/studio is not required to provide any props. Unless otherwise specified and agreed.
35. If you have a specific choreography in mind, you must let the choreographer know *at the initial meeting*. Not after rehearsals have started.
36. The choreographer/instructor is not at fault if the choreography is changed without their knowledge and not rehearsed with the choreographer and is not performed well.
37. The choreographer/instructor is not at fault if participants do not perform well at the event due to being inebriated in any way or any other reason that may affect any of the participants, it is up to the participants to put in effort and character into the choreography.
38. The instructor/choreographer is not required to attend the main event. Unless previously specified and agreed upon at the initial meeting.
39. If instructor/choreographer is required to attend the main event, an additional fee of up to \$45 may be added. Unless otherwise specified and agreed upon.
40. Violation to any and all part of this contract will render this contract void, and all services will cease with no refund.
41. The studio is equipped with audio and visual surveillance and can and will be used against you in disputes referring to any violation of this contract.

LIABILITY WAIVER

- a. I understand that it is my responsibility to consult with a physician prior to and regarding my participation in any dance classes. am physically fit and I have no medical conditions that would prevent my full participation in any dance classes.
- b. I agree to assume full responsibility for any risks, damages to equipment, property damage, or loss of any kind in which I may incur as a result of participating in any dance class.
- c. I am fully aware of the risks and hazards involved in taking a dance class and voluntarily and expressively waive any claim I may have against the authorized instructors for physical injury (known or unknown) or death that I may sustain as a result of participating in any dance class.
- d. I give Studiok permission to use my likeness in a photograph and video in any and all of its publications, including website entries, brochures, posters, and social media, without payment or any other consideration. I understand and agree that these materials will become the property of Studiok and will not be returned.
- e. I give Studiok permission to edit, alter, copy, exhibit, publish, or distribute photos or video for purposes of publicizing Studiok programs or for any other lawful purpose. In addition,
- f. I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears.
- g. I waive any right to royalties or other compensation arising or related to the use of the photograph.
- h. Our instructors at Studiok will try to the best of their ability to create easy to learn and, depending on your dance experience and the dance experience of your court. They will be taught in a beginning, intermediate, and advanced levels of the Quinceañera/Sweet 16/Wedding/Etc.
- i. By signing this I give my permission for my child to receive medical treatment during an emergency
- j. I have read the above release, waiver of liability and assumption of risk, and have fully understood its contents and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily and intend by my signature to be the complete and unconditional release of all liability. I voluntarily agree to the terms and conditions stated above. This agreement remains in effect for as long as I participate in any class under the instruction of any authorized instructor at Studiok.

I have read the above release, waiver of liability and assumption of risk, and have fully understood its contents and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily and intend by my signature to be the complete and unconditional release of all liability. I voluntarily agree to the terms and conditions stated above. This agreement remains in effect for as long as I participate in any class under the instruction of any instructor at Studiok.

PARTICIPANT SIGNATURE

DATE

Parent/Guardian (for participants under 18)

Date

FIRST PAYMENT RECEIVED:

Date

PAID VIA:

- Cash
- Check
- Credit/Debit