



Dance Elements by JodyKym

2917 Early Drive, Saskatoon
306-280-9020
Email: info@dancelements.com

DANCE ELEMENTS WAIVER

PARENT/GUARDIAN AUTHORIZATION: I give permission for my child to participate in all Dance Elements activities. I understand that there are potential risks associated with any program requiring physical activity, including this one. I hereby do declare my child to be physically sound, having medical approval to participate in the activities of the Dance Elements programs. I understand and agree that Dance Elements does not assume any responsibility for medical expenses and/or compensation for any injury that my child may suffer during or resulting from participation in this program or any other activities at the Dance Elements location. I agree that it is my responsibility to receive clearance from my child's physician before permitting my child to participate in this or any physical activity. I further understand that neither Dance Elements nor any of its paid staff or volunteer workers can be held responsible in the event of an accident. I certify that my child is amenable to discipline and free from habits or attitudes, which would make him/her an undesirable participant. I have studied this information and understand the contents thereof.

CORONAVIRUS (COVID-19): The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID-19 is extremely contagious. Dance Elements has put in place preventative measures to reduce the spread of COVID-19; however, Dance Elements cannot guarantee that your dancer will not become infected with COVID-19. By signing below, you acknowledge you are aware of the risks, dangers and hazards, and that you are participating voluntarily in programs at Dance Elements. Further details of enhanced protocols and guidelines to ensure the safety of our staff and students have been emailed to all participants and are available at www.dancelements.com.

EMERGENCY AUTHORIZATION: I authorize any representative of Dance Elements to seek medical attention for my child when immediate medical care is warranted by the circumstances and I cannot be reached, or if under the circumstances there is no time to attempt to reach me because of the nature of the injury or illness. I further authorize the health care professional selected by Dance Elements to provide the necessary care and treatment for my child.

PHOTOGRAPH/VIDEO AUTHORIZATION: Dance Elements has my permission to use photographs/videos of my child in Dance Elements promotional material.

RELEASE AND WAIVER: In consideration of my child's participation in the activities of Dance Elements programs, I do hereby agree to hold free from any and all liability Dance Elements and its respective officers, employees and members and do hereby for myself, my heirs, executors and administrators, waive, release and forever discharge any and all rights and claims for damages which I may have or which hereinafter accrue to me arising out of or connected with my child's participation in any of the activities of the Dance Elements programs.

PAYMENT: Tuition is due Sept 1st, you may pay the yearly fee up front or make monthly payments from Sept 1st to June 1st. Classes will run until June 12th, 2022. There is a \$40.00 NSF charge for any cheques not processed. A valid credit card must be left on file, in the event of unpaid fees, your credit card will be charged. If payments are over 15 days late, the student will be asked to discontinue classes until such a time that payments are caught up.

CANCELLATION: Withdrawal from a class must be done in the form of email or written notice, and delivered to the director. Tuition will not be refunded after March 1st, 2022. Withdrawal must happen a week before the start of said month to receive refund for said month, once the month is started the fees for that month are non-refundable. In case of crisis (ie: Covid) or unforeseen closure, the current month of classes will not be refunded and classes will switch to online courses and continue that way. Tuition will then be discounted to virtual class pricing to reflect the format change in learning effective the start of next month.

SIGNATURE: I certify that I am the parent or legal guardian of this child and that I have authority to make the representations and grant the authorization contained herein.

Signature _____ Date _____



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RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

(To be executed by participants over the age of majority, or the guardian of participants under the age of majority)

Please read this waiver carefully, by signing this document, you will waive certain legal rights.

1. This is a binding legal agreement. Clarify any questions or concerns before signing. As a Participant in the instruction and activities of Dance Elements, the undersigned, being the Participant and the Participant's Parent/ Guardian (collectively the "Parties"), acknowledge and agree to the terms outlined in this document:

Disclaimer

2. Dance Elements and their respective Directors, committee members, members, employees, volunteers, officials, participants, agents, sponsors, owners/operators of the facilities in which the Activities take place, and representatives are not responsible for any injury, personal injury, property damage, expense, loss of income, or loss of any kind suffered by the Participant during, or as a result of, the Activities, caused in any manner whatsoever including, but not limited to, the negligence of the Dance Elements.

_____ We have read and agree to be bound by paragraphs 1 and 2.

Description and acknowledgement of Risks

3. The Parties understand and acknowledge that:
 - a) The Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life;
 - b) Dance Elements may offer or promote online programming (such as webinars, re- mote conferences, workshops, and online training) which have different foreseeable and unforeseeable risks than in- person programming;
 - c) Dance Elements has a difficult task to ensure safety and it is not infallible.
 - d) Dance Elements may be unaware of the Participant's fitness or abilities, may give incomplete warnings or instructions, may misjudge weather or environmental conditions, and the equipment being used might malfunction; and
 - e) **COVID-19 - The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID-19 is extremely contagious. Dance Elements has put in place preventative measures to reduce the spread of COVID-19; however, Dance Elements cannot guarantee that the Participant will not become infected with COVID-19. Further, attending the Activities could increase your risk of contracting COVID-19.**
4. The Participant is participating voluntarily in the Activities. In consideration of that participation, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards and may be exposed to such risks, dangers, and hazards. The risks, dangers and hazards include, but are not limited to:
 - a) Contracting COVID-19 or any other contagious disease;
 - b) Privacy breaches, hacking technology malfunction or damage while interacting with online training
 - c) Executing strenuous and demanding physical techniques;
 - d) Vigorous physical. Exertion, strenuous cardiovascular workouts and rapid movements
 - e) Exerting and stretching various muscle groups

- f) Physical contact with other participants
- g) Failure to act safely or within the Participant's own ability or designated areas
- h) Serious injury to virtually all bones, joints, ligaments, muscles, tendons, and other aspects of the participant's body or general health and well-being
- i) Abrasions, sprains, strains, fractures, or dislocations
- j) Concussion or other head injuries, including but not limited to, closed head injury or blunt head trauma
- k) Spinal cord injuries which may render the participant permanently paralyzed
- l) Negligence of other persons, including other spectators, participants, or employees
- m) Negligence on the part of the organization, including failure by the organization to take reasonable steps to safeguard or protect the participant from the risks, dangers and hazards associated with the participant's participation in the activities

_____ **We have read and agree to be bound by paragraphs 3 and 4.**

Terms

- 5. In consideration of Dance Elements allowing the Participant to participate in the Activities, the Parties agree:
 - a) That when the Participant practices or trains in his or her own space, the Parties are responsible for the Participant's surroundings and the location and equipment that is selected for the Participant;
 - b) That the Participant's mental and physical condition is appropriate to participate in the Activities and the Parties assume all risks related to the Participant's mental and physical condition;
 - c) To comply with the rules and regulations for participation in the Activities;
 - d) To comply with the rules of the facility or equipment;
 - e) That if the Participant observes an unusual significant hazard or risk, the Participant will remove themselves from participation and bring such to the attention of Dance Elements immediately.
 - f) The risks associated with the Activities are increased when the Participant is impaired and the Participant agrees not to participate if impaired in any way;
 - g) That it is their sole responsibility to assess whether any Activities are too difficult for the Participant. By the Participant commencing an Activity, they acknowledge and accept the suitability and conditions of the Activity;
 - h) That COVID-19 is contagious in nature and the Participant may be exposed to or infected by COVID-19 and such exposure may result in personal injury, illness, permanent disability or death and voluntarily agree to assume all of the foregoing risks.

Release of Liability and Disclaimer

- 6. In consideration of Dance Elements allowing the Participant to participate, the Parties agree:
 - a) That the sole responsibility for The Participant's safety remains with the Parties;
 - b) To ASSUME all risks arising out of, associated with or related to the Participant's participation;
 - c) That the Parties are not relying on any oral or written statements made by Dance Elements or its agents, whether in a brochure or advertisement or in individual conversations, to agree to participate in the Activities;
 - d) To WAIVE any and all claims that the Parties may have now or in the future against Dance Elements
 - e) To freely ACCEPT AND FULLY ASSUME all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from the Participant's participation in the Activities;
 - f) To FOREVER RELEASE AND INDEMNIFY Dance Elements from any and all liability for any and all claims, demands, actions, damages (including direct, direct, special and/or consequential), losses, actions, judgements, and costs (including legal fees) (collectively, the "Claims") which the Parties have or may have in the future, that might arise out of, result from, or related to participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of Dance Elements;
 - g) To FOREVER RELEASE AND INDEMNIFY Dance Elements from any action related to the Participant becoming exposed to or infected by COVID-19 as a result of, or from, any action, omission or negligence of the Participant or others, including but not limited to Dance Elements;
 - h) That Dance Elements is not responsible or liable for any damage to the Parties vehicle, property, or equipment that may occur as a result of the Activities;

- i) That negligence includes failure on the part of Dance Elements to take reasonable steps to safeguard or protect the Participant from the risks, dangers, hazards associated with the Activities; and
- j) This release, waiver and indemnity is intended to be as broad and inclusive as is permitted by law of the Province of Saskatchewan and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

Jurisdiction

7. The Parties agree that in the event that they file a lawsuit against Dance Elements, they agree to do so solely in the province of Saskatchewan, Canada and they further agree that the substantive law of Saskatchewan will apply without regard to conflict of law rules.

_____ **We have read and agree to be bound by paragraphs 5 through 7.**

Name of Participant(print)

Signature of Participant

Name of Parent or Guardian(print)

Signature of Parent or Guardian

_____ **Date**