



“Heather Dixon’s Dance and Fitness Studio” IS A REGISTERED BUSINESS NAME OF Heather Anne Dixon

2023/2024 -STUDENT COMPETITIVE REGISTRATION AGREEMENT

TO: Heather Dixon’s Dance and Fitness Studio

IN CONSIDERATION of you providing dance instruction or related services to

_____ (the “Student”), or permitting the Student to make use of the facilities and equipment at Heather Dixon’s Dance and Fitness Studio from time to time, or permitting the Student to participate in activities carried on, at, or in connection with Heather Dixon’s Dance and Fitness Studio (individually or collectively, “Contemplated Activities”), the Student (and the undersigned if a parent or guardian) agrees to the terms, conditions and regulations set out in this agreement.

Attendance

1. The Student acknowledges that attendance is very important (*e.g.*, for partner, or group dance work). If the Student is unable to attend a class or rehearsal, the Student will notify Heather Anne Dixon by telephone (519.373 9075) or e-mail (heatherannedixon@hotmail.com) in advance. If the Student is absent for more than one-third (1/3) of her or his scheduled dance classes, then Heather Dixon has the right to take the Student out of the competitive dance and or Year End Performance.
2. The Student will arrive at the studio 15 minutes before her or his class is scheduled to begin.

Conduct

3. The Student will treat everyone at the studio with dignity and respect. The Student will encourage fellow students and will contribute to an atmosphere in which people try to bring out the best in each other.
4. The Student will not bring food or drink (only water) into the studio, and will not chew gum during class.

- The Student will not leave valuables, including without limitation jewelry, money, or electronics in change rooms while dancing or performing. The Student and the undersigned acknowledge that Heather Dixon's Dance and Fitness Studio is not responsible or liable for any lost or stolen property.

Dress Code

- Please refer to the Website for the full-Dress Code- [Website](#)

Financial Matters

8. A deposit for dance lessons is due immediately upon registration. The deposit is one-tenth (1/10) of the Student's total annual fees OR in the case of a 12 month payment plan, 1/12. The deposit is **nonrefundable**.

9.. Regular class payments will be made in **10 equal monthly installments**. Post-dated cheques will be made from the date of registration, until May 20, 2024 (or July 20th, 2024 in the case of 12 month installments, for Competitive students only). E-transfers and cash are acceptable forms of payment as well. Heather Dixon's Dance and Fitness Studio's payment schedule is as follows:

Aug 20, 2023, September 20th, 2023, October 20, 2023, November 20, 2023, December 20, 2023, January 20, 2024, February 20, 2024, March 20, 2024, April 20, 2024 and May 20th, 2024. Interest on any overdue payments will accrue at the rate of ten percent (10%) per month and shall be calculated from the due date until payment is made.

10.. A **\$120.00 per dance** costume deposit is due August 20, 2023 and will be applied to the cost of the Student's competitive costume. June show costume deposits of \$60+ tax per dance form (if required) will also be due at the time of registration. This will be clearly stated in your invoice. The total for the costume (s) *usually* exceeds the amount of the costume deposit. Once shipping, brokerage, and exchange fees are calculated, Heather Dixon's Dance and Fitness Studio will apply the outstanding balance to the Student's account. The costume deposit does not include extras such as: shoes, tights, accessories and Signature Team Jacket (\$175). Which is required by all Team Members. The Student agrees that she or he is not entitled to receive her or his costume if she or he has an outstanding balance with Heather Dixon's Dance and Fitness Studio.

11. If any cheque cannot be negotiated (*e.g.*, N.S.F. cheques), the Student will immediately pay to Heather Dixon's Dance and Fitness Studio in cash an amount equal to the amount of the cheque plus \$25.00. The additional \$25.00 will be paid as a service charge.

12. If there are any outstanding fees after the last monthly installment (May,20, 2024 or July 20th, 2024 in the case of 12 months installments.), Heather Dixon's Dance and Fitness Studio reserves the right to deny the Student's participation in competitions, classes or the June Year End Performance.

Student Withdrawal

13.. A "New Student" is a Student who has **never** previously been registered at Heather Dixon's Dance and Fitness Studio offers each New Student a six-week trial period (the "Trial Period"). The Trial Period begins when the New Student attends her or his first class at Heather Dixon's Dance and Fitness and expires on the 42nd day after that first class. If the New Student provides written notice to Heather Dixon's Dance and Fitness before the Trial Period expires that she or he is withdrawing, and the New Student withdraws, then the New Student's

obligation to Heather Dixon's Dance and Fitness will be limited to two-tenths (2/10) of the Student's annual fees (nonrefundable registration payment, plus one month installment).

14. *Except* for the following situations, then the Student must pay to Heather Dixon's Dance and Fitness the **full amount** of fees for the entire year, and the Student is not entitled to stop payment on any post-dated cheques and is not entitled to any refund:

- (a) A *New Student* is entitled to take advantage of the Trial Period described above.
- (b) If a Student is forced to quit for health reasons, and provides Heather Dixon's Dance and Fitness with a certificate from a doctor within 30 days of the notice of withdrawal, then Heather Dixon's Dance and Fitness will give the Student a *pro rata* refund to a maximum of three quarters of the fees.
- (c) If a Student moves to a new city and quits Heather Dixon's Dance and Fitness, then Heather Dixon's Dance and Fitness will give her or him a *pro rata* refund to a maximum of three quarters of the fees.

Class Cancellation

15. If a class is cancelled due to instructor illness, it will be rescheduled for a later date. If a class is canceled due to an act of nature, (i.e., power outage, snow, ice, etc.) that class will **not** be rescheduled.

16. The Student agrees that Heather Dixon's Dance and Fitness may cancel a particular class and refund the fee for that class on a *pro rata* basis, if there is insufficient registration for that class to make it viable, or for another reason at the sole discretion of Heather Dixon's Dance and Fitness. If a cancellation is necessary, Heather Dixon's Dance and Fitness, will attempt to find another suitable class for the Participant. Heather Dixon's Dance and Fitness may also change the schedule and timing of classes at its sole discretion. The Participant further agrees that Heather Dixon's Dance and Fitness may change the day and time of the week of any class, at the sole discretion of Heather Dixon's Dance and Fitness.

17. If there is another lockdown due to Covid-19, all classes will be taught Via Zoom

Parent Viewing

18. There will be "Observation Dates" where Family and Friends are welcome to observe classes. Please refer to the separate Holiday and Special Dates schedule on the [Website](#). There will be a monitor in the waiting area for parents to observe their child in class. The monitor will be turned on at the teacher's discretion.

Release of Liability

19. The Student (and the undersigned if a parent or guardian) confirms the willing assumption of all risks associated with the Contemplated Activities, including passive or active negligence on the part of any person and obvious or hidden defects in the activity site or equipment used. The Student (and the undersigned if a parent or guardian) confirms assumption of all risk associated with COVID and/or any other pandemic or illness.

20. THE STUDENT AND THE UNDERSIGNED RELEASES AND FOREVER DISCHARGES CHARLENE HOFFMAN AND/OR HEATHER ANNE DIXON'S DANCE AND FITNESS STUDIO THE AND THEIR RESPECTIVE PAST AND PRESENT AGENTS, EMPLOYEES, INDEPENDENT INSTRUCTORS OR CONTRACTORS AND OTHER REPRESENTATIVES, AND THEIR SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASEES"), OF AND FROM ANY AND

ALL ACTIONS, CAUSES OF ACTION, SUITS, CLAIMS AND DEMANDS IN RESPECT OF LOSS OR DAMAGE TO THE PROPERTY OF THE STUDENT OR INJURY TO THE STUDENT WHICH THE STUDENT HAS OR MAY IN FUTURE HAVE AGAINST THE RELEASEES, OR ANY OF THEM, ARISING OUT OF, OR IN ANY WAY RELATING TO THE STUDENT'S PARTICIPATION IN THE CONTEMPLATED ACTIVITIES, OR IN ANY ACTIVITIES IN ANY WAY ASSOCIATED WITH HEATHER DIXON'S DANCE AND FITNESS STUDIO, NOTWITHSTANDING THAT THE SAME MAY HAVE BEEN CAUSED OR CONTRIBUTED TO BY THE NEGLIGENCE OF ANY OF THE RELEASEES.

21. This Release of Liability shall be binding upon the heirs, personal representatives and assigns of the Student (and the undersigned Parent or Guardian, if any).

22. Without limiting the foregoing Release of Liability, the Student expressly agrees that Heather Dixon's Dance and Fitness Studio may, at Heather Dixon's Dance and Fitness Studio's sole discretion, use his or her image in publications including brochures or other advertising material, and on the internet.

General

The obligation imposed on the Student in this Agreement may be satisfied by the Student, the parent or guardian of the Student, or any person designated by the Student.

I have carefully read and understood this document. I am aware that it includes a release of liability and that by signing it the Student (and the undersigned Parent or Guardian, if any) is giving up legal rights.

Executed in Owen Sound, this _____ day of _____
(Day) (month) (year)

_____.

Signature of: Participant, Parent, or Guardian

Signature: Witness (if any)