



## Updated Policies and Waivers Effective January 1<sup>st</sup>, 2024

### **KDS, L.L.C. Studio Policy**

- All participants must sign the Waivers and Policy Agreement before participation
- All accounts must be paid in full before Session Start Time for participation
- No food or beverages allowed inside of the studio/performance area
- Shirts and Shoes are to be worn at All Times
- No person(s) allowed in the studio without instructor supervision
- Be respectful to yourself and others at all times

All participants of KDS, L.L.C. are expected to abide by the studio policy at all times. If a participant finds him/herself in violation of the studio policy, their session will be terminated effective immediately with no refund for any sessions previously purchased. Violation of studio policy is at the discretion of the Owner.

### **Assumption of Risk, Waiver and Release of Liability**

I acknowledge that I, or my child that I am responsible for, have voluntarily registered to participate in dance classes, rehearsals, and performances offered by KDS, L.L.C. at venues where said activities may take place. I am aware that such activities are considered vigorous activity and involve risks such as, but limited to, sprains/strains, fractured bones, cuts/abrasions, head and/or back injuries, death. I assume all risks that arise out of the use of the premises, the activity itself, the act of others, or the unavailability of emergency care including but not limited to the risks stated previously.

I RELEASE Kyndra Long, KDS, L.L.C. and all other employees and agents and agrees NOT TO SUE them on the account of or in conjunction with any claims, causes of action, injuries, damage, cost of expenses arising out of activity, including those based on death, bodily injury or property damage whether or not caused by the acts of omission or other fault of the parties being released. I also release any future unknown claims. I agree to INDEMNIFY and DEFEND Kyndra Long, KDS, L.L.C. and all other employees and agents and hold them harmless from any and all claims, causes of action, damage judgments, costs or expenses including attorney fees which in any way may arise from the activity or this agreement which include but are not limited to damages to or destruction of any property of the owners, or any others, injury or death of signee or anyone else or any liability arising from the act or negligent act of the owner, the signee or anyone else.

I, as a voluntary participant in the subject activity, hereby consents to medical treatment in a medical emergency where the signee is unable to consent to such treatment, I understand that the owner of KDS, L.L.C. does not carry participant insurance.

### **Photo/Video Release**

I hereby grant the permission to the rights of my images, likeness and sound of my voice as recorded on audio or video tape without payment or any other consideration. I understand that my image may be edited, copied, exhibited, published or distributed and waive the right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of my image or recording.

I understand that by signing this release I give my permission to use photographic imaging and video recordings for promotional purposes, presentations and any other marketing means for the KDS, L.L.C.. Furthermore I understand that these means of publication may include electronic display via the internet. I may or may not be notified of any use of the photographs or video recordings. There is no time limit on the validity of the release nor is there any geographical limitation on where these materials may be distributed. This release applies to photographic, audio or video recordings collected as part of the sessions that you participate in.

### **Consent for Minor Participation**

I am the parent and or legal guardian of the above named minor. I have read and understood all agreements involve surrendering valuable legal rights of the minor and myself. I agree to be bound by all terms of agreements. I also give my consent to the participation in the activity of the minor.

### **Infectious Disease**

KDS, L.L.C. has preventative measures to prevent the spread of infectious disease. We have deeply cleaned and disinfected our materials with an EPA Approved product to kill most infectious disease. Daily sanitation, social distancing, face mask, and reducing the amount of clients in one space will be implemented when necessary. Please acknowledge the contagious nature of infectious disease and voluntarily assume the risk that you may be receiving services from KDS, L.L.C. You agree that you have not had any of the following symptoms within the last 14 days: Cough, Shortness of Breath, Chills, Muscle Pains, Sore Throat, New Loss of Smell or Taste, Temperature 100.4 or Higher You also agree that if you have any of these symptoms prior to your scheduled appointment or class, you will cancel immediately and notify KDS, L.L.C.. If any of these symptoms occur after your scheduled appointment or class, you will notify KDS, L.L.C. immediately. By accepting this policy you are agreeing to abide by all CDC guidelines to remain safe and healthy during. You are aware that having close interaction with other individuals can put your health at risk of contracting an infectious disease and you will not hold KDS, L.L.C. or staff members liable for any health concerns or medical complications that arise after activity. You are also aware that any close interaction with other individuals can possibly spread infectious particles of the infectious disease and can result to serious health concerns and the continuous spread to other individuals. You are agreeing to this notification that you can be requested to leave the area of activity if violating the health and safety of other individuals. If you are requested to stop activity then you will not be refunded for your payment.

### Required Practice Wear

All students' hair must be tied back and secured for class

- Dance classes: Leotard, Tights, and jazz shoes/Ballet shoes for tiny classes
- Tumbling classes: T-shirt, athletic shorts/leggings, Athletic sneakers
- Performance Team Practices: KDS attire or all black.

Practice wear and KDS apparel is available for purchase through KDS store. Shoes and tights can be found at the following locations: Lebo's in Charlotte, NC or Discountdance.com

### Registration (Non-Refundable)

A \$50.00 registration fee required to reserve class space. Registration is not considered complete until this fee is paid.

### Tuition (Non-Refundable)

Tuition is due on the 1st day of each month (a \$25.00 late fee will be applied to all tuition paid after the 5th day of the month). If an account is not current, the student is asked to sit / observe the class. Student absence does not change the due date of a payment.

### Absence Policy

If a student is absent two consecutive classes without written notification to administration, they will automatically be withdrawn from the class roster. In order for a child to return, a new registration fee and any past due balance must be paid in full, prior to the student's return to class. Monthly tuition will not be prorated due to absence of attendance. If written notice is obtained then participant will not be allowed to perform at the next performance if absences are within a 2 week period prior to scheduled performance. All recital rehearsals are mandatory. If a student misses Dress Rehearsal, the student will not be able to participate in the recital.

### Payment Policy

**I am aware that my registration is not complete until KDS, L.L.C. has received my payment with complete registration. I give KDS, L.L.C. permission to run any credit/debit card transactions to complete payments and unpaid balances at time of payment due. I acknowledge that Monthly Tuition is due on the 1st of every month with a late fee penalty of \$25 in effect on the 6th day of the month. I also acknowledge that payment is due at time of registration for separately billed classes that require individual registration.**

### Payment Options

We are only accepting online payments through the parent portal at this time. You may sign up for Auto-Pay through our parent portal allowing us to process your credit card for payment. If a card is declined, you will be notified to take care of your account.

IF we are closed on dates leading up to scheduled payments, due dates will not be affected. Discount payments cannot be issued if there is an outstanding balance on the account.

**Late Pick-Up**

It is requested that students be picked up on time. Any student who is picked up late after 15-30 minutes will be assessed a \$20.00 charge. Students will sit out of class if this fee is not paid.

**Inclement Weather**

For inclement weather, please refer to the KDS Band app for notifications and to be advised of any cancellations.

**Performance Costumes (Non-Refundable)**

Performance costumes are ordered through KDS. Each parent will be responsible for tights and proper shoes for your child's performance attire. All performance costume fees must be paid in full. Cheer uniforms are available for rent and come with a rental fee. If not returned at end of semester a lost uniform fee will be charged to account. There is a performance costume fee for each routine choreography.

**Performance Fee (Non-Refundable)**

Performance fees are included into team membership monthly fees. If full term payment is being made at beginning of term, then full performance fee payment will be required at that time as well.

**\*\*All classes are subject to change based on enrollment.\*\***