



AGREEMENT

Competitive & Recreational In-Studio Class Programs - Season #23 - Weekly Classes as of September 9, 2024 – May 31, 2025

AGREEMENT: From this day forward, I (including myself, my child/dancer, and any of my family member(s) or personal friend(s) who enters/exits the Pulse Dance Works Inc. facility/premises for any reason including to drop off, wait and/or pick up my child(ren)/dancer(s)) OR who observes and/or partakes in online virtual classes, agree that Pulse Dance Works Inc., Nadine N. Varga, Rachel M. Lepera-Martelle, Domenic Lepera, and staff/volunteers, and/or change in ownership, will not be held liable nor responsible in any way for any illness, injuries, disabilities, death, online computer viruses, online class breach of security or lost/stolen/damaged articles today or in the future. I understand and agree to all of the registration information, important information listed and all policies and procedures including health and safety, terms and conditions including fees and payment, cancellation of classes at Pulse Dance Works Inc., and all information listed on ALL pages of the program information package in which I am registering my child in and agree to this contract fully including should there be a change in ownership. I also understand and agree to all of Pulse's Virtual Online Class Instructions and Policy as well as Pulse's Health & Safety Protocols (which I understand is subject to change, and I will be advised of any changes by e-mail and be responsible for regularly checking my e-mail and the Pulse Dance Works Inc. website, specifically for Health & Safety protocols) in the Recreational / Competitive (Full Time or Part-Time) / Stars on Stage / Summer Classes and/or Camp Packages / Summer Dance Intensive / Dance Parties / Mini Dance Sessions / Free Trial Classes whether online classes or in-studio classes. I understand that by signing this agreement today whether virtually or physically, starts my contract with Pulse Dance Works Inc. immediately today. I also understand that Hip Hop Music, although edited to remove extreme profanity and be as age appropriate as possible, may still contain mature subject matter and possible adult content. I also agree to grant Pulse Dance Works Inc. and any dance competitions or events I partake in on behalf of Pulse Dance Works Inc., permission to utilize photos and videos taken at Pulse Dance Works Inc. in-studio and virtual classes and/or at a Pulse Dance Works Inc. year end Showcase and/or at dance competitions and/or events Pulse Dance Works Inc. partakes in, of the above and below named student/participant for any kind of promotional use (including social media platforms) at no charge today or hereafter & without any financial obligations to Pulse Dance Works Inc. I am aware that a surveillance camera may be in use. I will not defame Pulse Dance Works Inc., Instructors, Staff, Volunteers and Members in any way nor for any reason now or in the future.

AWARENESS AND ASSUMPTION OF RISK (whether observing and/or partaking):

I am aware that all forms of dance, acrobatics/gymnastics, stretch and conditioning, aerobics, fitness, Hip Hop Fit and Zumba involve risks including vigorous physical exertion, strenuous cardiovascular workouts and rapid movements, body strain, personal injury, death, property damage, expense and related loss, including loss of income which I will not hold Pulse Dance Works Inc., Nadine N. Varga, Rachel M. Lepera-Martelle, Domenic Lepera, Pulse Faculty, Assistants and Volunteers liable or responsible in any way today or in the future, nor will my next of kin or any family members. Included in these risks are negligence on the part of Pulse Dance Works Inc., its directors, instructors, class assistants, guest instructors, volunteers, other participants and owners of facilities where Pulse Dance Works Inc. related activities may take place inside and/or outside of Pulse Dance Works Inc. facility (example: at home, dance competitions, street festivals, outdoor parks, theatres etc.). I freely accept and fully assume all such risks and the possibility of personal injury, death, property damage, expense and related loss, including loss of income.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

1. I agree to waive any and all claims that I may have in the future against Pulse Dance Works Inc. and Others including in-studio classes and/or events, dance recital, dance competitions, photoshoot and/or video shoot opportunities and/or dance events attended and anything pertaining to Pulse Dance Works Inc. online classes.
2. I agree to release Pulse Dance Works Inc. Nadine N. Varga, Rachel M. Lepera-Martelle, Domenic Lepera and Others from any and all liability for any personal illness, injury, death, property damage, expense and related loss, including loss of income that I or my next of kin may suffer as a result of entering the Pulse Dance Works Inc. facility and/or participation in this activity dance/gymnastics/acrobatics/stretch and conditioning/Fitness and Zumba class, due to any cause whatsoever, including negligence, breach of contract or breach of any statutory care or health and safety.
3. I agree to hold harmless and indemnify Pulse Dance Works Inc. and Others including dance recitals and competitions attended, from any and all liability for any damage to property of, or personal injury to, any third party, resulting from participation in this activity.
4. I agree that this agreement is binding on not only myself, but my next of kin, heirs, executors, administrators and assigns.

PARTICIPANT CONSENT AGREEMENT:

1. I warrant that the participant named on this form is physically able to participate in all dance forms including dance/gymnastics/acrobatics/stretch and conditioning/Fitness and Zumba.
2. I declare that I have accurately disclosed all information regarding physical, emotional and or mental conditions affecting the named participant and acknowledge that this information may be used by Pulse Dance Works Inc. and Others to use in the delivery of a dance/gymnastics/acrobatics/stretch and conditioning/Fitness and Zumba program.
3. I understand that Pulse Dance Works Inc. has tried to create a safe and controlled environment for participation in both online and in-studio classes. For Online/Virtual classes I understand and agree to fully adhere to Pulse Dance Works Inc.'s instructions and virtual policy at all times. For In-studio classes, the studio has established rules for participation in and about the lobby, coatroom, and classroom studios that must be followed by the participant and their guardian(s) if under the age of 19 years as well as strictly following Pulse Dance Works Inc. Health & Safety Protocols in place and listed on Pulse Dance Works Inc. website. I understand that failure to comply may result in the suspension or termination of membership and participation at Pulse Dance Works Inc.
4. I hereby give permission for emergency medical treatment to be administered to the named participant.
5. It is understood that whenever reasonably possible, relatives will be contacted and informed of the problem, diagnosis, treatment required and anticipated medical results.
6. I hereby, where applicable, give permission for myself (19yrs or older) or my daughter or son (or person to whom I am the legal guardian) to participate in dance/gymnastics/acrobatics/stretch and conditioning/Fitness and Zumba.
7. Myself and my child/dancer, agree to fully review and follow Pulse Dance Works Inc.'s entire Health & Safety Protocols. I understand that Pulse Dance Works Inc.'s Health & Safety Protocols are subject to change, and I will be responsible in checking my e-mail for communication regarding any changes.

I HAVE FULLY READ THIS AGREEMENT AND UNDERSTAND IT COMPLETELY AND ALL OF THE POLICIES AND CANCELLATION TERMS. I AM AWARE THAT BY SIGNING THIS DOCUMENT ON BEHALF OF MY FAMILY, MYSELF AND MY CHILD/DANCER, WHETHER ONLINE AND/OR ON ACTUAL PAPER, I AM WAIVING CERTAIN RIGHTS WHICH I OR MY NEXT OF KIN, HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST PULSE DANCE WORKS INC. AND OTHERS.

I agree that in the event that I file a lawsuit against Pulse Dance Works Inc. and/or Pulse Dance Works Inc. Staff & their Families and/or Volunteers and/or Others and/or change in ownership, I will do so solely in the Province of Ontario and further agree that the substantive law of the Province of Ontario will apply without regard to conflict of law rules, and I will be responsible for all legal fees for Pulse Dance Works Inc. and/or Pulse Dance Works Inc. Staff & their Families and/or Others may incur. I will not defame Pulse Dance works Inc.

This contract is governed by the laws of the City of Markham and York Region, Ontario, Canada.

I understand that by digitally signing this "Agreement" online, it is legally valid and binding AND that I will also be required to provide Pulse Dance Works Inc. with a printed signed copy of this Agreement with my original hand written signature to be submitted at the start of my first class.

Signed this _____ day of _____, 20____.
(day) (month) (year)

Name of Student/Participant (print clearly)

Name of Parent/Legal Guardian of Student/Participant (print clearly)

Signature of Parent or Legal Guardian (19 years +)