

Registration
 Birth Certificate
 Auto Pay Form
Office use only

Fusion Studios
 2021-2022 Fusion Dance Club
 Torrance The Hill

Please write clearly

Due July 1st

CHILD'S FIRST NAME: _____ **LAST NAME:** _____

BIRTH DATE _____ **Copy of birth certificate required for new members**

1st PARENT'S FIRST NAME: _____ **LAST NAME:** _____

2nd PARENT'S FIRST NAME: _____ **LAST NAME:** _____

PHONE: Home _____ **WRK/mother** _____

WRK/father _____ **CELL/father** _____

CELL/mother _____ **CELL/student** _____

SCHOOL AND DISTRICT _____

SCHOOL START DATE _____

Are you in any activities that conflict with classes, team camp, and rehearsals.

Please specify and add any known dates: _____

ADDRESS: _____ **CITY:** _____ **STATE:** _____ **ZIP:** _____

All club members will receive emails through constant contact and the studio email from Fusion Studios for team notices and updates. Please do not opt out when you receive this mailer. Once you opt out you will no longer receive important Fusion information for the season.

E-MAIL ADDRESS REQUIRED/mother:

E-MAIL ADDRESS REQUIRED/father:

E-MAIL ADDRESS REQUIRED/student:

CLUB COMMITMENT:

Please check all that applies:

Kinder Club (age 4-6)

Dance Club (age 6-13)

If you would like to participate in a Lyrical Routine:

Hip Hop Club (age 8-13)

Please read the other pages prior to signing this form

I have read and understand the terms on the Dance Club Contract.

Parent Signature _____ Date _____

I UNDERSTAND MY COMMITMENT TO THE TEAM AND FUSION STUDIOS. I WILL KEEP A POSITIVE ATTITUDE AND I AGREE TO FULFILL MY TEAM REQUIREMENTS. I WILL MAKE EVERY EFFORT TO MAINTAIN 100% ATTENDANCE AND MAKE UP ANY MISSED REQUIRED CLASSES. THE ENTIRE DANCE CONTRACT IN ITS ENTIRETY, ALONG WITH THE CLASSROOM AND REHEARSAL ETIQUETTE RULES, WAS REVIEWED:

Student initials _____ Parent initials _____

X _____ [PRINT NAME PARENT]

X _____ [PARENT SIGNATURE]

X _____ [PRINT NAME STUDENT]

X _____ [STUDENT SIGNATURE]

FINANCIAL AGREEMENT:

UPON SIGNING THIS AGREEMENT I UNDERSTAND THAT I AM COMMITTED TO PAY IN FULL THE PAYMENT PLAN I AGREED TO FOR THE 10-MONTH PERIOD AFOREMENTIONED. I UNDERSTAND THAT THERE WILL BE A GRACE PERIOD ENDING ON SEPTEMBER 1st TO TERMINATE THIS CONTRACT. ANY FEES PAID WILL BE APPLIED AS A CREDIT FOR DANCE CLASSES AND NOTHING ELSE. I HAVE READ, UNDERSTAND, AND AGREE TO ABIDE BY ALL OF THE RULES, POLICIES, REQUIREMENTS, AND PAYMENTS SET FORTH IN THIS COMPANY CONTRACT AND TEAM PAYMENT CONTRACT:

Parent initials _____

Dance Club Contract Fusion Studios ~ Torrance

The Fusion Studios Dance Club is a group of dancers, ages 4-13, who perform at local venues, 2 competitions in the Los Angeles area, and 2 stage shows. No audition is required to join this group.

Required Classes: All club members *must* attend all weekly required classes. Required classes begin in September and finish at the end of June. Required classes are as follows:

Kinder Club: This group is for ages 4-6. The required classes is 1 Jazz Choreography (hereinafter referred to as choreo) (1x Week Tuition). Many dancers choose to take more classes like Ballet, Tech, and Hip Hop. If you would like your kinder dancers to take more than the required classes, please state on your auto pay form how many classes.

*Dancers in this group will be assessed the first month of class. If the teacher feels they are not ready to be in this group, they will be excused from the commitment for the season and can try again the next year, as well as a refund of their registration.

Dance Club (Jazz with Optional Lyrical): This group is for ages 6-13. Depending on the number of sign ups the group will be split into 2 groups based on age. Only 1 Choreography (hereinafter referred to as choreo) is required to be a part of this group. If Jazz choreo is chosen, the required classes are 1 Ballet and 1 Tech (3x Week Tuition). If Jazz and Lyrical choreo is chosen, then the required classes are 1 Ballet and 1 Tech (4x Week Tuition).

Hip Hop Club (Hip Hop): This group is for ages 8-13. Only 1 Choreography (hereinafter referred to as choreo) is required to be a part of this group. If Hip Hop choreo is chosen, then 1 Hip Hop class and 1 Tech or Jazz is required (3x Week Tuition). If Jazz and Hip Hop choreo are chosen, then 1 Ballet, 1 Tech, and 1 Hip Hop are required (5x Week Tuition). If Jazz, Lyrical, and Hip Hop choreo are chosen, then 1 Ballet, 1 Tech, and 1 Hip Hop are required (6x Week Tuition). These required classes are in addition to their choreo class or classes. Dancers may choose to be in 1 or more dances.

Communication: Other than standard protocols of texting teachers to inform them of your tardiness or absence from class, all communication must be through email. Please refrain from texting or calling your teachers and choreographers unless it is an emergency or pertains to the above statement.

Attendance is Mandatory: Parents and students are responsible for keeping track of their attendance, even though the office will be posting a monthly tracker on our front news board. **Please refrain from making appointments of any kind during any of their required classes and choreography rehearsals.** Any required classes missed within the month should be made up as soon as possible. If a dancer cannot fulfill their requirements, which were clearly stated before contracts were signed, then the dancer may be suspended from some or ALL of their pieces for the upcoming competition. One class requirement missed per month is tolerable, these will be called your PERSONAL CLASSES:

Personal classes are to be applied to make-ups (1 total per month, which may be used for Ballet, Tech or Hip Hop).

This can be used for vacations, school events, illness and even projects and finals. Just email the studio letting us know why and we will apply. Personal classes will be ALLOWED to roll over into the next month if they do not get used. You are allowed to store up to 3 personal classes. Any extra classes taken will not be allowed to roll over to the following month.

If you are having a hard time figuring out which classes your child needs, ask for assistance. If attendance is an issue the student will first be notified in person and an email will be sent to the parent. If attendance does not improve, a meeting will be scheduled with both the PARENT and STUDENT. **You must have perfect attendance by April 30th to be able to compete in your May competitions.** Some dancers may have different requirements/levels with Sandra's or Chelsea's approval. Parents, we strongly suggest to periodically check your child's attendance on their profile to make sure proper classes are being taken. Some dancers may be able move up to the next level in January; this is based on their progress in class from September through November. An email will be sent if they are ready to move up.

*Please note that the class schedule may change due to arrangement of the teams or once all final team members are placed and teams are finalized. The fall schedule, including choreography classes, will be finalized August 31.

Classes: It is required that dancers take the same classes every week to gain consistency. Dancers must pick what classes on the schedule they want to take weekly. If a class is missed, they may take another class as a make-up class before the end of the month. Classes expire at the end of the month. Classes fill up quickly so you must come regularly to keep your spot. You will be notified if attendance is an issue and are at risk of losing your spot in class.

Sickness or Injuries: When students are contagious, it is in their best interest, and the Studio's, if they remain home until they are well enough to return. Students must be fever free without the use of fever reducing medication for 24 hours, in addition to showing ZERO symptoms, before returning to the studio. PLEASE DO NOT COME TO THE STUDIO IF YOU ARE SICK! If you are injured and cannot dance, we must receive a doctor's note. When a student's injury disables them from participating in more than 60% of the class (usually when a child is partially immobile) they should not take class until they are better. Students are still required to attend ALL choreography classes unless they are sick. **The week of a performance or competition, all dancers must dance full out for at least 30 mins of the class or they will be blocked out of that routine for that performance or competition. We take sickness and injury very seriously and believe dancers need to heal and rest. If they are too sick or too injured to dance the week of a performance or competition, they will be blocked out.**

Make-up Classes: As a Dance Club member, it is highly recommended to not miss any of your required classes because there are only 1-3 required classes a week in addition to your choreography classes. However, if a class has to be missed, a dancer must make up the missed class in the same genre and the same level or lower (Ballet for Ballet, Tech for Tech, etc). Example, Rebecca missed one of her Int Ballet classes last week, she must now take another Int Ballet or Beg Ballet class as a make-up. Dancers must fulfill their required classes for every month. At the end of every month there will be an attendance sheet posted to the front news board with everyone's current attendance standing. Remember you can apply your Personal Classes as needed (1 total per month, which may be used for Ballet, Tech or HipHop). You must have perfect attendance by April 30th to be able to compete in your May competitions.

Choreography Classes: Members *must* attend all choreo classes. Only 2 choreo classes a trimester (Sept-Nov, Dec-Feb, March-May) can be missed with owner and teacher approval. Rehearsals the week of and/or the week prior to the start of general performances or competitions are MANDATORY. Only mandatory school events are excused and a letter from the school on school letterhead is required **4 WEEKS BEFORE**. If you miss more than 2 choreo classes within a trimester and the choreographer feels you are behind, you WILL be required to pay the choreographer for a private lesson (and the studio rental fee) or be blocked out for a competition, or even removed from the routine if necessary. **If your dancer has to be removed from a routine, you will be charged a reblocking fee. Exceptions will be made for illness or injury with proof of a doctor's note, and school event with notice from school.**

Missing Rehearsals: **Club rehearsals must be a priority over outside events.** The ONLY exception is when there is a school function (ex. School field trip). In this case a letter from the teacher in charge on the school letterhead is due ONE MONTH or more prior to the rehearsal missed so the teacher can plan how to adjust the dance. We understand that weddings and other important events occur. Please understand that this is a team commitment. If there is an event that cannot be missed, we need to be notified immediately so we can make the changes needed for the routine. It is the dancer's responsibility to be prepared and caught up on choreography from any missed rehearsals. A 4 weeks minimum notification is needed to miss a rehearsal. Please email the front desk and let the teachers know 4 weeks or more before the competition. **Your child will not be able to compete/perform if the class before the competition/performance is missed with the exception of Recital. Dancers who are injured the week of competition and cannot dance full out for at least 30 minutes of rehearsal will be blocked out of the routine. This is in the best interest of the dancer as well as their teammates. If you must miss a rehearsal the week of a performance or competition due to an excusable event (funeral, wedding, graduation...), the dancer will be allowed to perform/compete with the proper notice.**

Performance Requirements: **All competitions and stage shows are MANDATORY.** There are only 2 mandatory competitions and 2 stage shows. Selected dances may be invited to perform in local events. More specific competition and performance dates will be given by October 1st. There are NO refunds for dances if you are blocked out or injured due to an un-excusable reason (i.e. did not show up to rehearsal without probable cause) once competition is paid. If you are sick and therefore can not dance, we will do our best to request a refund or a credit from the competition. If you need to miss a show due to an excusable event (wedding, graduation...) remember to email the office **4 months** before and let the teachers know (most important). In order for you not to lose your registration fee for a competition, you must tell us by December 1st. If you are not able to participate in a routine at competition for any reason that is not excusable, you will be removed from that dance for the remainder of the season. If you miss an entire competition without good cause, you will be expelled from the team. Call time for all

competitions will be given the week of the competition (2 hour minimum). At said call time you must arrive ON-TIME, make-up and hair done, ready to perform, but not dressed in costume. Please wear warm-ups and SNEAKERS!!! It is highly recommended to come earlier to warm-up and stretch, as call-time is to run through routines only. This is non-negotiable. Keep the entire weekend free of outside obligations. The studio competition event schedule is posted in October so ANY AND ALL conflicts need to be addressed PRIOR to December 1st.

Hair and Nails: As a dance team, we believe dancers look the best when their appearances are cohesive. We have a competition hair style that we use for every show. Before your dancer does anything drastic to their hair (i.e. hair cuts, coloring, etc.) it must be approved by Sandra or Chelsea. Hair is part of the costume. Your hands and toe nails should be kept short for safety purposes. For all performances the color of your nails must be neutral and looks as natural as possible. Due to end of the school year events, colors on nails are allowed for recital. Please do not hesitate to ask us questions if you are in need of clarification.

Private Lessons: Once you are part of the Fusion Studios Dance Club you are able to have private lessons to further your training if you wish. If you are interested in having a one-on-one private lesson with a teacher, please notify the Director, Chelsea Malyia and she will make the necessary arrangements. Private lessons are \$60 per hour which is paid directly to the teacher and the studio rental fee is \$20 per hour which is charged directly to your account. Studio availability is based on a first come, first served basis. Any outside choreographers, private lessons, or training of any kind outside of Fusion Studios must be approved by the Studio Owner, Sandra Barranco. This is to ensure that all training of our dancers is in line with our curriculum.

Dress Code:

Ballet- Black leotard, pink footed ballet tights and split-sole ballet slippers. No shorts allowed. Hair must be in a neat bun. A solid color sports bra, preferably black, is allowed if needed but not recommended. Skirts are allowed.

Hip Hop- No Booty shorts. Dress the part. Loose clothes preferred. Wear sneakers with support and hair out of the face.

Other classes – Form-fitted dance attire. Hair pulled out of your face. Advanced dancers ages 11yo and up may show their stomach. Dancers 10 and younger are allowed to wear high waisted bottoms but are not allowed to show their belly button. Leotards only are allowed. **Tech class must be leggings or shorts, no joggers.**

Cold weather attire: Form-fitted long-sleeved shirts and jackets (NO hoods for any class except HIP HOP).

Dress Code Policy: Team dancers are expected to follow the dress code consistently and the policy will be strictly enforced. If you are not following the dress code, teachers may offer a verbal warning to be corrected immediately. Proper shoes for Hip Hop are a must. Dancers get one warning. If it happens again, they must wear a leotard and leggings or shorts for an entire month (not including hip hop).

Early Termination or Withdrawal: If a dancer decides not to continue, or is terminated, the following will occur:

-If unlimited tuition was paid in full at the start of the season, tuition will be refunded at the \$340 per month rate, beginning the month AFTER leaving/termination.

-Registration is not refundable.

-On the grounds of Withdrawal (choosing to leave before the season ends), competition and convention money collected **will not** be refunded and you **will not** receive a credit, even if the competition has not occurred.

-On the grounds of Early Termination (Owner's decision to remove the dancer from the season), competition and convention money collected **will not** be refunded and you **will not** receive a credit, even if the competition has not occurred. In the event that you are Terminated due to a world crisis, competition and convention money collected for events the dancer has not yet attended will be applied as a credit to your account.

-All costume balances must be paid in full once ordered. If dancers choose to leave before the season is over, they must return costumes to the studio. Costumes do not belong to you until the end of the season. They can be picked up at the end of the season.

-The full teacher fee is due for all unpaid competitions since this is divided by all of the dancers.

-Students are allowed to return to take classes with owner's approval.

-Dancer will not be allowed to attend the banquet.

-All additional fees collected and unused may be applied as class credit and is transferrable.

Payments

General Team Price List Overview

(All pricing is based on estimates; if the estimate is less than the final cost we will charge the difference.)

Mandatory Fees	Rate	Due By the 1st and/or the 20th
Registration Fee	\$100 (\$75 for Kinder Club)	September 5th (Covers banquet and account set-up) Kinder Club will be charged in October
September - June Tuition	\$80 (1x Week Tuition) \$152 (2x Week Tuition) \$216 (3x Week Tuition) \$272 (4x Week Tuition) \$320 (5x Week Tuition) \$360 (6x Week Tuition) *See beginning paragraph	1st of each month
Fusion Jacket	\$85 Jacket/ \$65 Pants Optional	October 20th
Choreography Fee	\$65 per routine	September 20th
Costume Fee(s)	\$75-\$100 per costume	November 20th
Show Fee(s)	\$75.00 per show	January and March
Competition Entry Fee(s)	\$45-\$55	3 months before event
Competition Media Fees	\$25-\$35	3 months before event. All videos and pictures of dancer's routines.
Teacher Events Fee	\$2,000 divided by #of dancers on Dance Club including High School Team	One time fee charged 3 months before first event on the 20th
Reblocking Fee	\$100 (\$75 for Kinder Club)	The following monthly invoice
Late Fee	\$10	Owed after the 15th
NSF bank fee	\$25.00	Fee applies for returned checks

Class Tuitions and Discounts:

- The monthly tuition of \$216 includes 2 dance classes a week and 1 group routine.
- Tuition will be deducted on the 1st of each month by Studio Auto Pay System. A voided check or credit card (no Amex) is required when contract is turned in. (see below)
- If dancers would like to take more classes, they can pay per class or decide to enroll in **Unlimited Tuition (\$400)** which will include an **unlimited amount of classes at one location and up to 3 group routines.**

- If dancers would like to take class at both the Rolling Hills and Torrance location, they can pay per class or decide to enroll in **All Access Tuition (\$450)** which will include an **unlimited amount of classes to both locations and up to 3 group routines**.
- Tuition will be deducted on the 1st of each month by Studio Auto Pay System. A voided check or credit card number is required when a contract is turned in. (see below)
- If you plan to pay for the year in full, it has to be paid with a check, cash, or debit card.
- Sibling Company/Unlimited Tuition: \$260/300 per month for the 2nd child's tuition and for each sibling thereafter per month. Sibling discount for registration: take **\$100.00** off the 2nd child's registration and for each sibling thereafter.
- Annual Unlimited plans @ \$400 per month get \$100 off: 10 months **\$3,900.00**, 2nd child **\$3,000.00**. Annual Plan due dates: **(1x year: September 1st)** Annual plans include 10 monthly tuitions and annual discounts (September-June). Plans do not include July and August tuition or any other extra team charges.
- Annual ALL ACCESS plans @ \$450 per month get \$100 off: 10 months **\$4,400.00**, 2nd child **\$4,000.00**. Annual Plan due dates: **(1x year: September 1st)** Annual plans include 10 monthly tuitions and annual discounts (September-June). Plans do not include July and August tuition or any other extra team charges.

Payments:

• **Everyone is required to have a credit card number on file** There are no exceptions. Tuition payment will be charged in full by the 1st of the month and the invoice will be charged on the 20th. You will receive an emailed invoice on the 3rd-8th of the month stating what is due. You have until the 15th of the month to report any issues with the invoice or to make other arrangements with Natalie and Chelsea.

Late Fees:

- \$10 late fee will be added if payments are not fulfilled 5 days after auto charge is schedule
- \$5 late fee per item will be added if payments are not fulfilled by the 30th of the month

Other charges:

- A **\$25.00** non-sufficient funds fee will apply for returned bank checks or NSF for tuition.
- Make all in-house payments to Fusion Studios. We accept cash, checks or credit cards. No American Express.

Classroom & Rehearsal Etiquette Rules

1. Ready to go ON TIME in the classroom when class starts.
2. Proper Attire - See Dress Code
3. NO TALKING --- Raise hand if you have a question or comment. If teacher/ choreographer is talking you are listening AND looking at them.
4. No Complaining!
5. NO NEGATIVITY! Regarding: -other dancers -other teachers -choreography -costumes -rules -dress code
6. Eliminate the use of the word "CAN'T" -example: "I can't do that many turns or I can't get my leg that high" is replaced with "I'm having a hard time with this, can you help me?" OR "I'm not sure I will be able to get this but I will work hard and try MY BEST!" or try to use the word "YET" "you can't do a double turn YET. But you will be able to do it someday if you work really hard".
7. Things to do if you are early for class/rehearsal: -STRETCH -REVIEW CHOREOGRAPHY -Check to make sure you are current with monthly class requirements
8. SWEAT -- if you are not sweating, you are not working hard enough.
9. If you are not being used for part of rehearsal or class, NO TALKING, you may stretch OR review choreography.
10. **Dancers are required to keep a notebook/folder with them in their dance bag at ALL times for taking important notes, dates, corrections, and writing out their choreography for their dances this season.**
12. If you are hurt and cannot dance, we must receive a doctor's note. Even though you cannot dance, YOU MUST BE PRESENT at rehearsal and YOU MUST TAKE NOTES. If you are contagious, please stay home.
13. EVERYONE must have a water bottle that they take with them into the rehearsal space.
14. Make wise choices about what you eat at the studio. Choose foods that fuel your body.
15. LEAVING EARLY from rehearsal OR class is NOT ALLOWED. If you MUST leave early due to extenuating circumstances, we MUST be NOTIFIED AT LEAST 24 hours in advance and it must be for an important reason.
16. RESPECT, COURTESY, and MANNERS! - Use your PLEASE and THANK YOU'S - Hold the door for others - BE the example. Show up on time, ready to work and no talking - Smile at others, it goes a long way :) - Compliments vs. Criticism - always give 150% -WE ARE ALL EQUAL. All dance levels are great!! Some of us are just farther along than others, NO ONE IS ABOVE ANYONE ELSE
17. If we WORK HARD, TRAIN HARD, and stay FOCUSED, we will have a fun and successful competition season.

The owner reserves the right to remove any dancers from breaking contract and for misconduct. If there are issues about Fusion policies and decisions that lead to parent disagreements, the owner reserves the right to excuse them and the dancer from the studio. Depending on severity, no warning needs to be given. Signature of agreement is on the second page of the contract. Please only return first two pages to the office.

Liability/Agreement Waiver

Please read the waivers carefully. They include releases of liability and waiver of legal rights and deprive you of the ability to sue certain parties. Do not agree to these documents unless you have read and understood it in its entirety. By agreeing, you acknowledge that you have both read and understood all text presented to you as part of the registration process. You also understand and agree that events carry certain inherent dangers and risks which may or may not be readily foreseeable, including without limitation personal injury, property damage or death. Your ability to participate in the event(s) is/are subject to your agreement to the waivers and by agreeing herein, you accept and agree to the terms of the waiver and release agreements. Fusion reserves the right to refuse service to anyone. Any payments made prior to termination of team will not be refunded. By indicating your acceptance, you understand, agree, warrant and covenant as follows: AGREEMENT AND LIABILITY WAIVER (the "Agreement and Waiver") 1. Authority to Register and/or to Act as Agent. You represent and warrant that you have full legal authority to complete this registration on behalf of yourself and/or any party you are registering (the "Registered Parties"), including full authority to make use of the credit or debit card to which all fees will be charged. As used in this Agreement and Waiver, "Fusion" refers to any and all subsidiaries, affiliated entities, or entities that control or are controlled by Fusion singly or together and its owners, officers, employees, contractors, subcontractors, volunteers and agents. If you are registering a child under the age of 18 or an incapacitated adult you represent and warrant that you are the parent or legal guardian of that party and have the legal authority to enter into this agreement on their behalf and by proceeding with this event registration, you agree that the terms of this Agreement and Waiver shall apply equally to all Registered Parties. By registering a child under 18, you agree and consent to the collection of that child's information which you provide for the purposes of registration. 2. Waiver. YOU UNDERSTAND THAT PARTICIPATION IN ANY AND ALL FUSION AND/OR DANCE EVENT IS POTENTIALLY HAZARDOUS, AND THAT A REGISTERED PARTY SHOULD NOT PARTICIPATE UNLESS THEY ARE MEDICALLY ABLE. YOU UNDERSTAND THAT EVENTS MAY BE HELD OVER PUBLIC ROADS AND FACILITES OPEN TO THE PUBLIC DURING THE EVENT AND UPON WHICH HAZARDS ARE TO BE EXPECTED. PARTICIPATION CARRIES WITH IT CERTAIN INHERENT RISKS THAT CANNOT BE ELIMINATED COMPLETELY RANGING FROM MINOR INJURIES TO CATASTROPHIC INJURIES INCLUDING DEATH. YOU UNDERSTAND AND AGREE THAT IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE FUSION EVENTS OR OTHERWISE WITH FUSION IN ANY WAY, YOU AND ANY REGISTERED PARTY, THE HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS OF YOU OR THE REGISTERED PARTY DO HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE FUSION FOR ANY AND ALL LIABILITY FROM ANY AND ALL CLAIMS ARISING FROM PARTICIPATION WITH FUSION OR ANY FUSION EVENTS BY YOU OR ANY REGISTERED PARTY. 3. Limitation of Liability; Disclaimer of Warranties. FUSION SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM (A) THE USE OR THE INABILITY TO USE OR PARTICIPATE WITH FUSION OR (B) FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR (C) RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH FUSION OR (D) RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF FUSION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY AGREE THAT USE OF ANY DATA FOR REGISTRATION OR FOR THE PAYMENT OF SAME, IS AT YOUR SOLE RISK. THIS FORM OF REGISTRATION AND YOUR PARTICIPATION WITH

FUSION AND ALL EVENTS CONNECTED THEREWITH, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. FUSION EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. 4. Indemnification. You agree to indemnify and hold each of Fusion harmless from and against any and all damages, costs, claims or demands, including reasonable attorneys' fees, made by any third party due to or arising from or relating to your participation with Fusion or the violation of any term of this Agreement. 5. Severability. You further expressly agree that this Agreement and Waiver is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any provision of this Agreement and Waiver shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and Waiver and shall not affect the validity and enforceability of any remaining provisions. BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE SIGNING THE AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signature of agreement is on the second page of the contract. Please only return first two pages to the office.