

Registration
Birth Certificate
Auto Pay Form
Office use only

Revised 8/26/21

Fusion Studios ~ Torrance
2021-2022 High School Team
 Torrance **The Hill**

Please write clearly
Due July 1st

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

Date of Birth _____ **Copy of birth certificate required for new students**

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 re-hearsals. Please specify and add any known dates: _____

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

All team members will receive emails through constant contact and the studio email from Fusion Studios for studio 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.

1ST*E-MAIL ADDRESS REQUIRED/mother:

2ND *E-MAIL ADDRESS REQUIRED/father:

3RD *E-MAIL ADDRESS REQUIRED/student:

High School Team COMMITMENT:

Dancer agrees to participate in two routines.

Would like to participate in 1 or 2 Small Group routines (Circle): 1 2
By choosing to participate in a 3rd group or 4th group, there will be a 3rd or 4th group fee.
*You must participate in all 4 competitions to be included in a small group routine.

Would like to participate in the 2 Scheduled Competitions or all 4 (Circle) : 2 4
By choosing to participate in 4 competitions instead of 2, the registration fee will be \$150.

Conventions:

- Radix Dec. 10-12 (optional)
- NYCDA Nov. 5-7 (optional)
- NUVO Jan. 14-16 (optional)
- Tremaine Apri. 2-3 (optional)
- JUMP May 6-8 (optional)

If you want a solo and need assistance check here

******Please read the other pages prior to signing this form.******

I have read and understand the terms on the Dance 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 _____

High School Team Contract Fusion Studios ~ Torrance

High School Team: All dancers selected from our auditions will be a part of this team. This includes 2 group routines: 1 Jazz Routine and 1 Lyrical or Contemporary Routine. If there are 10-15 dancers, rehearsals will be 1 hour and 30 minutes for each routine (5x Week Tuition). If there are 16 or more dancers, the group will be broken into 2 small groups, rehearsals will be 1 hour for each routine (4x Week Tuition). Competitions will not conflict with High School events.

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.

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

The required classes are: 1 Ballet, 1 Tech, and 1 Class of Choice. This is a total of 3 classes per week, in addition to 2 hour rehearsals (4x Week Tuition) or 3 hour rehearsals (5x Week Tuition) twice a month

Attendance is Mandatory: Parents and students are responsible for keeping track of their attendance, even though the office will be posting monthly trackers 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:

Dancers may be excused from up to 1 class a month that they will not need to make up. Personal classes are to be applied to make-ups (1 total per month, which may be used for Ballet and/or Tech). 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 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 the end of the month prior to competing to be eligible to compete. For example, if I am going to do a solo in a February competition, I need to have perfect attendance by the end of January. If you do not wish to compete in the February competition, then you must have perfect attendance by the end of April, which is before your first competition in May.** 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 1.

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 a make-up class before 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 re-

ceive 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 High School Team member, it is highly recommended to not miss any of your required classes because there are only 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, and/or Tech). You must have perfect attendance by April 30th to be able to compete in your May competitions.

Choreography Classes: Team members *must* attend all choreography classes. High School Team rehearsals are held twice a month on Sundays for 2-4 hours, depending on the size of the group. Rehearsals and performances will not conflict with High School events. The days picked for these rehearsals are discussed amongst the members prior so everyone can attend. Choreography classes CANNOT be made up. Rehearsals the week of and/or the week prior to the start of general performances and 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 a rehearsal 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.**

Performance Requirements: All competitions and shows are MANDATORY. There are only 2 mandatory competitions and 2 stage shows. Conventions are optional. 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 dancers 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 (up to studio owner's discretion), 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.

Extra Routine(s) and Private Lessons: Once you are part of the High School Team you have the privilege to compete a Solo, Duet, and/or Trio. Having the opportunity to compete a Solo, Duo, or Trio is a privilege to be earned, not a right of passage. If you are interested in competing a Solo, Duet, and/or Trio, or having a one-on-one private lesson with a teacher, you must notify the Director, Chelsea Malyia, and she will make

the necessary arrangements. Studio availability is based on a first come, first serve 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. See Solo and/or Duet/Trio contracts for further information.

Please keep in mind the additional costs for extra pieces: You will also be required to pay competition entry, costume, and rehearsal fees for these pieces. These entry fees are considerably higher than group entry fees. All of these pieces are required to compete at all mandatory competitions. If you choose to compete at an extra competition you must have permission to compete and must be entered under Fusion Studios. There is also a \$25 administration fee. No one may enter a competition as an independent entry. Dancers must keep up with their mandatory requirements in order to compete or perform these pieces. Solo pieces can be revoked at any time in regards to behavioral, attendance, and/or payment issues.

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. Ballet 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 and if it happens again they must wear a leotard and leggings or booty 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 competition 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.

-Dancers will not be allowed to compete their solos through Fusion Studios.

-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 20th
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Registration Fee	\$100/\$150	Due at the time of turning in contract (covers account set-up and end-of-year banquet)
September-June Tuition (4xweek/5week Tuition)	\$272/\$320	1 st of each month
Team Warm-Ups (new members required, returning members optional)	\$85 Jacket \$65 pants optional	October 20th
3rd and 4th Routine Fee	3rd - \$275 & 4 th - \$275	To pay for teaching fees throughout the season
Choreography Fee	\$65 per routine	September 20th
Costume Fees	\$75 deposit per costume per routine	November 20th
Costume Balances	TBD (\$75-\$100 total each costume)	All final pricing is due upon receipt (tax will be added)
Competition Entry Fee(s)	\$45.00- \$55.00 each group piece	Due 3 months prior to each event
Solo, Duet, Trio Entry Fee(s)	\$110.00-\$160.00 solo \$45-\$85 Duet & Trio per person	Due 3 months prior to each event
Competition Media Fee	\$25-\$35	Due 3 months prior to event. All videos and pictures of dancer's routines
Show Fee(s)	\$75.00 per show	January and March
Teacher Events Fee	\$2,000 divided by #of dancers on High School Team including Dance Club	One time fee charged 3 months before the first comp on the 20th
Reblocking Fee	\$ 100	The following month
Extra Rehearsal Fee	\$15 an hour	Added to invoice and due the 15th of the following month
Additional Event Registration Fee	\$15.00	Due 3 months prior to each event
Late Fee	\$10.00/\$25.00	
NSF bank fee	\$25.00	Fee applies for returned checks

Tuition

- All payment agreements are a 10-month commitment, starting on September 1 and ending on June 30.
- Please note that pricing is based on cost estimates. If our cost exceeds your estimated fee, we will charge you the difference. This includes entry fees for competitions, costumes, uniforms, conventions, choreography fees, etc.

Class Tuitions and Discounts

- The monthly tuition of **4x Week Tuition (\$272)** includes **3 dance classes and up to 2 group routines (1hour each)**. The monthly tuition of **5x Week Tuition (\$320)** includes **3 dance classes and up to 2 group routines (1.5hour each)**. An additional \$275 is due for each additional group routine after the initial 2 group routines per season and is due in 3 installments (September, October & November).
- If dancers would like to take more classes, they can pay per class or decide to enroll in **5x week Tuition (\$320)** which will include **4 classes and 2 group routine**, or **6x week Tuition (\$360)** which will include **5 classes and 2 group routine**, or **Unlimited Tuition (\$400)** which will include an **unlimited amount of classes at one location and 2 group routines**.
- 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 2 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 2 group routines**.
- Fusion Team members automatically pay for monthly tuition. 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 Unlimited Tuition: \$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 payments 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 between the 2nd and the 5th 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. 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. This includes 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 AND PROPERLY TRAINED. 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 IN-

CLUDING 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.