



# 2025-2026 Ballet Company Contract

& Registration Form



310.541.0099



jami@thefusiondancestudio.com

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# 2025-2026 Ballet Company Contract

& Registration Form



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**STUDENT NAME**

**BIRTHDATE**

**PLEASE ADD STUDENT TO TEAM GROUP CHAT**

 YES

Please note, students and parents should not chat or respond on the main Company group chat. This is for Owner/Director/Teachers/Staff to post important notices and information.

**STUDENT PHONE # (IF APPLICABLE)**

**PARENT/GUARDIAN 1 NAME**

**PARENT/GUARDIAN 1 PHONE #**

parent/guardian 1 will be student's first emergency contact

**PARENT/GUARDIAN 1 EMAIL**

Studio and team related emails will be sent through our parent portal. Please add whatever contacts you would like to your student's profile on the parent portal to receive communications.

Parent 1 will automatically be added to our studio and team group chat

**PARENT/GUARDIAN 2 NAME**

**PARENT/GUARDIAN 2 EMAIL**

**PARENT/GUARDIAN 2 PHONE #**

parent/guardian 2 will be student's second emergency contact

I WOULD LIKE TO BE ADDED TO THE

 STUDIO AND TEAM GROUP CHAT

Please note, students and parents should not chat or respond on the main Company group chat. This is for Owner/Director/Teachers/Staff to post important notices and information.

## FINANCIAL ACKNOWLEDGEMENT

I acknowledge that upon receipt of this contract my Fusion Studios account will be charged my registration fee:

**BALLET COMPANY: \$62.50 (not applicable for current Dance Club or Company Students)**

**NEW STUDENT REGISTRATION (if you are not currently enrolled in a Fusion Studios Class): \$50**

## REQUIRED CLASSES

### MINIMUM MANDATORY WEEKLY CLASS REQUIREMENTS

All company dancers must attend all weekly required classes from September 2, 2025 - June 30, 2026.

	Ballet Company
Ballet	2 classes (3 hrs)
Prepointe or Pointe	1 Hour
Rehearsal Hours (Pending Casting)	1-2
<b>TOTAL MINIMUM CLASSES</b>	5.5-6.5

## ATTENDANCE

Attendance is **MANDATORY** for all classes listed.

- Parents and students are responsible for keeping track of attendance. Attendance will be posted twice per month to the team portal on our website.

## CLASS PASSES

Dance Company students will receive **10 class passes** in January to be used at student's discretion for mandatory weekly classes (NOT INCLUDING REHEARSAL CLASSES).

- Once class passes run out, they are not replenished.
- Class passes cannot be used for choreography classes.
- No more than 2 class passes can be used for the same genre in any given month**
- All absences (regardless of if it is for a school function, sickness, family emergency, family trip, etc.) must either use a class pass or be made up as described on page 7.
- When Fusion remains open on a **nationally-recognized school holiday** or school break (as outlined in the company calendar), dancers who attend classes will count as a makeup and dancers who miss mandatory classes will not be penalized. PLEASE NOTE: Choreography classes on these days are still mandatory and it will count as an absence if the class is missed.

**All class passes will be automatically applied to any missing classes on January 31, 2025 and every last day of the month thereafter to maintain perfect attendance for events.**

PARENT INITIALS

STUDENT INITIALS

## SICKNESS

- Dancers must be 24-hours fever free without the use of fever reducing medicines as well as being symptom-free to return to class and/or attend any events with the studio.
- Dancers do not get credit for mandatory classes when sitting out more than 50% of the class.
- For chronic ailments parents must communicate once per week on the medical update of the ailment. Failure to do so will result in the choreographer's ability to make a decision on performance allowance on the dancer's behalf.

## INJURIES

- In any and all injury scenarios, we must receive a written doctor's note with estimated date of return and another note when that dancer is cleared to dance. **The note must be specific and list physical limitations if a dancer is able to dance but has limitations, or if they're unable to dance at all, etc.**
- If an injury renders a dancer partially immobile and unable to participate in the majority of class, they will not be permitted to take class until they are cleared by a medical professional.
- An injured dancer MUST attend all choreography classes. They will be excused from their mandatory classes for the duration of their doctor's orders.
- Parents must communicate once per week on the medical update of the injury. Failure to do so will result in the choreographer's ability to make a decision on performance allowance on the dancer's behalf.

## LATENESS TO CLASS

- If a dancer is more than 15 minutes late to any required classes they will not be counted as present and they will not receive credit for the class.
- If a dancer is late to a choreography class for any reason, unless otherwise approved by the choreographer, the above still applies. However, the dancer will still be expected to participate in class after warming themselves up.
- If a dancer is in the building, they are expected to be present in all their scheduled classes on time.

## REHEARSAL HOURS

- Rehearsal hours CANNOT be made up.
- All rehearsal hours are mandatory.
- If you will be missing a rehearsal for any reason, you MUST email the rehearsal director before class begins.
- The following absences per choreography class per trimester are permissible:
  - Jan-March: 2 absences per rehearsals called
  - April-June: 2 absences per rehearsals called
- If you have more than the allotted absences in a trimester (including absences counted for tardiness) you will be required to pay for a 1 hour private lesson for each absence over the allotted limit= (in addition to the room rental fee), and/or be removed from sections of the routine or the entire routine at the discretion of the choreographer.
- If a dancer has to be removed from a routine for any reason, you will be charged a re-blocking fee as outlined on page 8. Exceptions will be made for illness and injury with proof of doctor's note and/or note on school letterhead.
- It is the dancer's responsibility to be caught up on choreography/cleaning/changes they have missed in their absence.

## MAKE UP CLASSES

- If a class is missed it must be made up in that same genre. (ex. Ballet must be made up in a ballet class)
- A class can be made up at the same level or lower (ex. level 3 ballet can be made up in level 1,2 or 3 ballet)
- Choreography classes CANNOT be made up.

PARENT INITIALS STUDENT INITIALS

## PERFORMANCES & ATTENDANCE

- Dancer will not be able to compete/perform if the **dress rehearsals (both in-studio and theater)** is missed
- If a dancer must miss the **the dress rehearsals** due to an excusable event (ex. funeral, wedding, graduation, school event requiring a grade, family event) the dancer will be allowed to perform/compete with the proper notice and allowance from the Director.
- **If a dancer is absent for any choreography class the rehearsal before a competition/performance due to illness, the dancer will be blocked out of the routine. They will be allowed to dance at the competition/performance if we receive a doctor's note no more than 24-hours after the missed class detailing their excusable sickness (ie, fever, throwing up or otherwise contagious) AND they are 24-hours fever and throw up free before the performance/competition.**
- Dancers who are injured in the two weeks prior to a competition/performance and cannot dance full out for at least 45 minutes of rehearsal will be blocked out of all their routines, unless a doctor's note stating the return to dance full out will be prior to your first choreography rehearsal the week of a competition/performance. This is in the best interest of the dancer as well as their teammates.
- If a dancer is more than 15 minutes late to a scheduled call time at an event they will receive a verbal warning. The second infraction the dancer will be pulled from the following competitive event for that routine and a re-blocking fee will be assessed.

## RE-BLOCKING FEE

A re-blocking fee will be charged to your account if your dancer chooses to quit, is removed from the team or they are unable to perform at an event for any reason. The reblocking fee is paid directly to the choreographer for their work in re-staging and re-choreographing the routine. **This fee will be waived with a doctor's note for those who are sick or injured or a note on school letterhead from a teacher in charge of an event for a grade (teacher/school notes must delivered with 4 weeks notice).**

TIME BEFORE PERFORMANCE	FEES
6 weeks or more notice	\$25
4-6 weeks notice	\$50
1-4 weeks notice	\$75
7 days or less notice	\$100

PARENT INITIALS

STUDENT INITIALS

## PENALTY FEE

A penalty fee will be charged to your account for incidentals, administrative work hours, paying staff for extra rehearsals and other costs associated, any punitive damages as well as other costs brought upon the studio as a result of dancer's quitting or removal.

MONTH	FEE	MONTH	FEE	MONTH	FEE
January	\$100	March	\$300	May	\$500
February	\$200	April	\$400	June	\$600

## EARLY TERMINATION OR WITHDRAWAL

The following are our early termination or withdrawal procedures at anytime during the duration of this contract season, for termination/withdrawal from the studio as well as from a specific routine :

- Registration is non-refundable and you cannot receive a credit once it is paid.
- If tuition was paid in full at the start of season, the penalty and re-blocking fees will be deducted from monies paid and you will receive a studio credit for the remaining balance.
- All costume balances must be paid-in-full.
- Costumes must be returned to Fusion Studios for the duration of the season and will be returned to you at the end of the season. They do not belong to you until the end of the season.
- The full teacher fee is due for all unpaid competitions as this is divided by all team members.
- Dancer will not be allowed to attend banquet.
- In the case of either early termination (Owner's decision to remove a dancer for the remainder of the season) or withdrawal (dancer 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 that your contract is terminated due to a natural disaster, Act of God, or world crisis, competition and convention money collected and not yet paid for will be applied to your account as a credit. If the competition/convention has been paid, dancer will have a direct credit to the competition/convention if that competition offers it to Fusion. Fusion is not responsible to credit accounts for payments held by outside events.
- All additional fees collected and unused may be applied as a studio credit and is transferrable.
- Students may be allowed to return to class with owner's approval.
- There will be a Credit Exchange Fee for any fees unused and applied to your Fusion Studios account as credit.

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## CODE OF CONDUCT

## DRESS CODE

Ballet	<p><b>Females:</b> Black leotard, convertible ballet tights (skin-colored or pink), split sole canvas ballet shoes (skin-colored or pink to match tights). Hair must be worn in a ballet bun with hairnet and bobby pins. No shorts allowed, skirts are allowed.</p> <p><b>Males:</b> White tight top, black ballet tights or shorts and black canvas split sole ballet slippers.</p>
Modern, Technique, Jumps and Turns, Tumbling and Acro	Form fitted dance attire (no joggers or t-shirts). Hair pulled out of your face and off your neck.
Hip Hop	Dress the part. Loose fitting clothing preferred (no jeans). Wear sneakers with support. Hair out of the face. No booty shorts.
All Other Classes	<p>Dance attire of choice. No jeans, t-shirts or pajama pants. Hair pulled out of the face.</p> <p><b>Age 11+:</b> May show their belly-buttons</p> <p><b>Age &lt;10:</b> may show their stomach but not their belly-buttons (ie. high waisted dance attire if wearing a crop top).</p>

\* cold weather attire: form fitted long sleeve shirts and jackets. No hoods except for hip hop and tap.

## HAIR, NAILS &amp; ACCESSORIES

## Hair

- Dancers will be required to wear the same competition hair style every performance
- Before cutting/changing hair colors or styles in the months of January-June, please get approval from Studio Director

## Nails

- Finger and toenails are to be kept short the entire season for safety reasons as we are working closely with others and using our hands as part of our instrument. Dancing does not work well with long nails.
- Performance nail color is neutrals only
- Due to end of the school year events, colors on nails are allowed for recital

## Accessories

- No jewelry is to be worn in class with the exception of stud earrings or huggies touching the earlobe. No dangling earrings ever, as is a safety hazard to yourself.
- No smart watches allowed in class as they are a distraction to yourself and other dancers.
- **ABSOLUTELY NO CELL PHONES INSIDE THE DANCE ROOMS. If you have your cell phone in your bag and it is in the dance room, we will be asking you to leave it at the front desk until class is over. If we see it during class time, it will be brought to the desk.**

PARENT INITIALS

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## CLASSROOM, REHEARSAL &amp; EVENT ETIQUETTE

- Be ready to go on-time in the classroom when class/rehearsal begins or at a performance call time.
- No chewing gum or eating anything in class or while dancing ever. Only waters are allowed in the classroom. Please take your water bottle and all needed shoes into the classroom at the beginning of class. You will not be permitted to leave the class to retrieve these items.
- No talking in class or during rehearsal time at competition - raise your hand if you have a question. If a teacher or staff member is talking, quiet your body, look at them and listen.
- No touching other dancers (dance lifts, hugs, etc. included) unless teacher asks you to.
- No tumbling outside of tumbling class unless in the presence and allowance of a teacher (includes cartwheels).
- Do not complain in class.
- NEGATIVITY/HARMFUL TALK WILL NOT BE TOLERATED FROM STUDENTS AND PARENTS (REGARDING BUT NOT LIMITED TO):
  - other dancers
  - costumes
  - teachers
  - choreography
  - rules
  - dress code
  - this extends to social media and personal texts between other students and parents of Fusion Studios
  - please keep the dance studio a neutral space and keep personal beliefs (including clothing items signifying a personal/political belief) out of any Fusion spaces.

As a Fusion Studios team member everything you do pertaining to dance is a reflection of Fusion Studios. Failure to adhere to this aspect of our Code of Conduct will result in immediate dismissal from one routine for one performance and fees will be incurred. If the issue persists, it is grounds for termination. Please bring your concerns pertaining to your dancer directly to the director. If it doesn't affect your dancer it does not need to be spoken about.

- If you are not being used for a part of rehearsal, no talking. Please stretch or review choreography.
- Do not make requests or offer choreographic suggestions to teachers unless it is asked of you first.
- Trust the teachers. The teachers and staff of Fusion Studios strive to do what is best for you to be successful. Teachers may adjust a dancers level at point during the season to insure the dancer is receiving proper training.
- If you arrive early for class please stretch, review choreography and make sure you are up-to-date with your attendance. If you are waiting at the studio for class to start or to be picked up, please be respectful with inside voices and follow safety procedures (ie no lifting other students, no running, respect other dancers and the studio's property, etc.)
- Respect is expected for the physical studio. Please do not destroy any and all Fusion property including but not limited to:
  - peeling paint/writing on walls or otherwise vandalizing/defacing the property of Fusion Studios
  - throwing liquids/cleaning supplies
  - peeling floor tape
  - stealing items (property of the studio or another student)
- Respect is expected for others including other dancers, parents, Fusion teachers and staff.
- Follow all other conduct and etiquette rules outlined for each outside event.
- Physical fighting will result in immediate termination of contract and removal from team.
- Work hard, train hard and stay focused!
- NO PHONE POLICY: Student phones and smart watches will not be allowed phones within the studio walls. We have a studio phone in an emergency and all phone numbers should be in student DanceStudioPro Account.
  - If dancers would like to bring their phones to the studio for emergencies they will be able to leave it in our phone bucket at the front desk and it can be picked up at the end of the night.
  - If a dancer leaves a phone in their bag and it goes off (in the dressing room or the actual studio room - anywhere in the studio), the front desk staff/teachers will configgate the phone and return to the student at the end of the night.
  - If a student is caught looking at their phone during their time at the studio, it will be configgated and returned at the end of the night.We are implementing this policy as we feel it is important to focus on their dance training while at the studio.
- No students under 18 years old will be allowed to "hang out" at the studio on a break or any other time. They must either be taking class, or accomanied in the studio by an adult at all times. Drop off and pick up must be within 10 minutes of class time, or you must coordinate lateness or earliness with the front desk in advance. A student waiting more than 15 minutes before or after class will incur a \$1/min babysitting fee.

**The Owner reserves the right to terminate this contract and remove any dancers for breaking this Code of Conduct and for any misconduct realized at any time. The Owner reserves the right to remove any dancers from any specific routines for breaking this Code of Conduct and for any misconduct realized at any time. If there are issues that arise due to Fusion policies or parent disagreements, Owner reserves the right to excuse them and the dancer from the studio. Depending on severity, no warning may be given.**

PARENT INITIALS

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## TUITION AND FEES

### TUITION

All students of Fusion Studios must be on Autopay for tuition. **Tuition will be ran on the 1st of the month with whatever card is on file. Every student must have a card on file.** There are no exceptions.

**Tuition for Ballet Company is a 6-month commitment, starting January 1st and culminating on June 30th.**

	# of hours per week	Monthly Installment
Minimum Requirement Tuition for Ballet Company (pending Ballet placement)	5.5	\$396
Minimum Requirement Tuition for Ballet Company (pending Ballet placement)	6.5	\$442

\*tuition costs available on our website

### BALLET COMPANY FEES

- All company fees will be posted on your parent portal through your Parent Portal as they become available.
- Parents will be able to flexibly pay as they go for each line item up until that line item's specified due date.
- On that item's due date we will clear the remainder of that line item's balance and charge the card on file.

**ESTIMATED fees and due dates below:**

**\* GREY HIGHLIGHTED FEES ARE CIRCUMSTANTIAL AND DOES NOT APPLY FOR EVERY MEMBER**

FEES	RATE	ESTIMATED DUE DATE
Registration Fee	\$62.50	Jan 20th
Tuition Fee	Based on classes/week (see page 12 for tuition chart)	Autopay 1st of every month (September-June)

PARENT INITIALS

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## COMPANY FEES CONTINUED

Fee	Rate	Estimated Due Date
Choreography/Setting Fee	\$70 per ballet	January 20th
Costume Deposits	\$100 per costume	February 20th
Team Show Fee	\$75	October 20th
Event Staffing Fee**	\$57 (n/a for current company or club members)	March 20th
Costume Balances	TBD - max \$200 total per costume (including deposit)	March 20th
Prop Fee (if dance uses a prop)	maximum \$100 per dancer	March 20th
Sleeping Beauty Show Fee	\$75	March 20th
Costume Exchange Fee***	\$20 Per Exchange	Upon return of costume
Room Rental Fee	\$25 per hour	20th of the month as accrued, 1st of the following month with tuition as accrued
Reblocking and Penalty Fees	See Pages 8-9 for breakdown	Immediately upon known reblock or withdrawal
Credit Exchange Fee	5% of total credit	Applied to account once credits to outside events have been used.
Optional Event Fee	\$25 per event by September 20th \$35 for any changes per event made after September 20th (non refundable or transferrable)	Sept 20th and subsequent changes thereafter

PARENT INITIALS

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## COMPANY FEES CONTINUED

Tuition Late Fee	\$25	Rendered on the 5th if autopay declines and is not paid
Additional Rehearsal Fee	\$15 per hour (if extra rehearsal is called)	The month prior to that rehearsal
Company Fees Late Fee	\$10 per item	Rendered on the 25th if line item is not paid by the due date
NSF Fee	\$25	For Non-Sufficient-Funds on returned checks

\*Most competitions have mandatory media fees (this is not a Fusion Studios fee). You will receive all photos and videos from these competitions.

\*\*Event staffing fee ensures that there is a staff member present at all mandatory events.

\*\*\* By September 1st parents will receive a sizing chart for all the costumes being ordered for their child. They have until September 5th to respond to change any sizes. Once the costumes arrive, if the staff believes it is a good fit but the parent would like to change the size, a costume exchange fee will be rendered.

- Some outside events may post their base fees on their websites. It is within Fusion Studio's rights to charge their own pricing as there are typically credit card and other fees associated that are not disclosed on their websites.
- Fusion Studios reserves the right to refuse admittance to events for unpaid events and to send any monies owed on an account to a collections agency.

## ADDITIONAL OPPORTUNITIES

### SOLO, DUET, TRIO

- All Fusion Studios company members have the privilege to compete a solo, duet and/or trio at competitions.
- This privilege can be revoked at any time due to code of conduct issues or otherwise.
- Details regarding commitment and costs for these extra routines is outlined in our solo and duet/trio contracts respectively.

### PRIVATE LESSONS

- Fusion Studios offers private lessons to any students wishing to further their dancing in a specific area with more 1:1 training.
- Each Fusion Studios teacher has their own private lesson rate. Please reach out to the office staff for costs.
- Scheduling of private lessons will be through each teacher. **You can also log on to your parent portal to book any available teacher for private lessons right through StudioPro.**
- By committing to a private lesson date and time with a teacher you are committing to paying the room rental rate to the studio and their private lesson rate directly to them.
  - Room rentals are charged as seen above on page 15
  - Private Lesson payment to teacher must be rendered 24-hours prior to lesson
  - 24-hours notice is required for cancelation or reschedules. Anything after that point will be charged in full directly through your Fusion Studios StudioPro Account.

### ADDITIONAL/OPTIONAL EVENTS

- Fusion Studios students are permitted to enter additional outside events such as competitions or conventions.
- You must enter through Fusion Studios. No independent entries permitted (not including summer intensives)
- Optional Event Fees apply as stated on Page 15

PARENT INITIALS

STUDENT INITIALS

## COMMITMENT AGREEMENT

PARENT INITIALS

1. I UNDERSTAND THIS IS A YEAR LONG COMMITMENT.
2. I WILL READ EMAILS, REMAIN POSITIVE, BE RESPECTFUL, COMMUNICATE ASAP WHEN THERE IS AN ISSUE, INJURY, ETC.
3. I UNDERSTAND I MUST LEARN HOW TO DO MAKE UP, STEAM COSTUMES, AND LEARN HOW TO DO THE DECIDED TEAM HAIR STYLE.
4. I UNDERSTAND I MUST BE ORGANIZED, PUNCTUAL, BUY ADDITIONAL ITEMS THAT MY DANCER MAY NEED THROUGHOUT THE SEASON.
5. I UNDERSTAND I AM COMMITTING MYSELF TO BEING A SUPPORTIVE PARENT TO MY DANCER REGARDLESS OF AGE.
6. MY CHILD AND I ARE CHOOSING TO REMAIN WITH THIS TEAM THROUGH THE END OF THE SEASON.
7. I UNDERSTAND IF I CHOOSE TO QUIT, THERE WILL BE A \$100 RE-BLOCKING FEE PER ROUTINE, A PENALTY FEE, AND NO REFUNDS OF ANY FEES PAID.

STUDENT INITIALS

## FINANCIAL AGREEMENT

PARENT INITIALS

1. I UNDERSTAND THAT I AM COMMITTED TO PAY IN FULL THE PAYMENT PLAN I AGREED TO FOR THE 10-MONTH PERIOD AFOREMENTIONED.
2. 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.
3. I HAVE READ, UNDERSTAND, AND AGREE TO ABIDE BY ALL OF THE RULES, POLICIES, REQUIREMENTS, AND PAYMENTS SET FORTH IN THIS CONTRACT AND TEAM PAYMENT CONTRACT

PARENT INITIALS

STUDENT INITIALS

## ACKNOWLEDGEMENT OF CONTRACT

1. I UNDERSTAND MY COMMITMENT TO THE TEAM AND TO FUSION STUDIOS.
2. I WILL KEEP A POSITIVE ATTITUDE AND I AGREE TO FULFILL MY TEAM REQUIREMENTS.
3. I WILL MAKE EVERY EFFORT TO MAINTAIN 100% ATTENDANCE AND MAKE UP ANY MISSED REQUIRED CLASSES.
4. I HAVE REVIEWED THE ENTIRE DANCE CONTRACT IN ITS ENTIRETY, ALONG WITH THE CLASSROOM AND REHEARSAL ETIQUETTE RULES
5. I UNDERSTAND I MUST ADHERE TO THESE TERMS OR I MAY BE REMOVED FROM ROUTINE(S) OR FULLY TERMINATED FROM THE FUSION STUDIOS TEAM AND/OR THE STUDIO.

PARENT 1 SIGNATURE

PARENT 2 SIGNATURE

STUDENT SIGNATURE

FUSION REPRESENTATIVE SIGNATURE

PRINT NAME PARENT 1

PRINT NAME PARENT 2

PRINT NAME STUDENT

PRINT NAME FUSION REPRESENTATIVE

DATE

DATE

DATE

DATE

## LIABILITY WAIVER/AGREEMENT

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 FACILITIES 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.

**PARENT SIGNATURE**

**PRINT NAME PARENT**

**DATE**