



DANCE 411 STUDIOS MONTHLY DANCE PROGRAM AGREEMENT (2 PAGES)
PLEASE SIGN & FAX BOTH TO 404-622-4118 WITHIN 24 HOURS OF REGISTRATION

YOU HEREBY AUTHORIZE 411 PRODUCTIONS, LLC (dba DANCE 411 STUDIOS), OR ITS ASSIGNS, TO INITIATE DEBIT ENTRIES TO THE BANK AND THE ACCOUNT INDICATED BELOW FOR A STUDIO MONTHLY DANCE PROGRAM PLAN.

PARTICIPANT NAME: \_\_\_\_\_ TODAY'S DATE \_\_\_\_\_

ACCOUNT HOLDER NAME: [ ] Same as above \_\_\_\_\_

ACCOUNT HOLDER ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

ACCOUNT HOLDER BIRTHDATE: \_\_\_\_\_ & SOCIAL SECURITY (unless Paid in Full) #: \_\_\_\_\_

HOME PHONE \_\_\_\_\_ WORK \_\_\_\_\_ CELLULAR: \_\_\_\_\_

MONTHLY PROGRAM SELECTED: (PLEASE CHECK ONE BELOW)

- [ ] Foundations: \$49.95 per month [ ] Ladies Liberation: \$79.95 per month
[ ] Dance Dimensions: \$79.95 per month [ ] All-Inclusive: \$94.95 per month
[ ] Other Plan: \_\_\_\_\_

Your "monthly debit amount" is calculated after you have paid your applicable start-up fee from Eventbrite.

DATE OF PAID REGISTRATION (through Eventbrite) \_\_\_\_\_ AMOUNT OF PAYMENT MADE: \_\_\_\_\_

ORDER NUMBER (from Eventbrite confirmation email) \_\_\_\_\_

IMPORTANT: If "DATE OF PAID REGISTRATION" above was . . .

- ON OR BETWEEN THE FIRST (1ST) AND THE TENTH (10TH) OF THE MONTH, YOUR DRAFT WILL BEGIN ON THE FIFTH (5TH) OF NEXT MONTH.
ON OR BETWEEN THE ELEVENTH (11TH) AND THE TWENTIETH (20TH) OF THE MONTH, YOUR DRAFT WILL BEGIN ON THE FIFTEENTH (15TH) OF NEXT MONTH.
ON OR BETWEEN THE TWENTY-FIRST (21ST) AND THE END OF THE MONTH, YOUR DRAFT WILL BEGIN ON THE TWENTY-FIFTH (25TH) OF NEXT MONTH.

YOU UNDERSTAND THAT YOUR ACCOUNT WILL BE AUTOMATICALLY BILLED THE MONTHLY DRAFT AMOUNT INDICATED ABOVE, ON THE DATE INDICATED ABOVE.. YOU AUTHORIZE THIS AUTODEBIT TO OCCUR EVERY MONTH (CONSECUTIVELY ON THE SAME DATE OF THE MONTH).

CREDIT CARD EFT (check one) [ ] VISA [ ] MASTERCARD [ ] AMEX [ ] DISCOVER

CREDIT CARD # \_\_\_\_\_ EXP \_\_\_\_\_ SEC CODE: \_\_\_\_\_

NAME ON CARD \_\_\_\_\_

BILLING ADDRESS: [ ] SAME AS ABOVE \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

CHECKING EFT: BANK NAME: \_\_\_\_\_

CHECKING ACCT# \_\_\_\_\_ BANK ROUTING# \_\_\_\_\_

WITH YOUR SIGNATURE BELOW, YOU FULLY UNDERSTAND THAT YOU WILL NOT RECEIVE ADVANCED NOTICE OF THE BANK DEDUCTION ASSOCIATED WITH THE AUTOMATICALLY DEBITED FEES ABOVE, AND AUTHORIZE A \$35.00 SERVICE & LATE CHARGE FOR RETURNED OR UNPAID DRAFTS FROM THE BANK. YOU ARE AWARE THAT IN THE EVENT OUTSIDE COLLECTIONS OR A LEGAL SUIT IS NECESSARY TO ENFORCE PAYMENT OF THE ACCOUNT, YOU AGREE TO PAY ALL ADDITIONAL COLLECTIONS FEES, 18% MONTHLY INTEREST ON ANY REMAINING BALANCE DUE OVER 30 DAYS LATE, ATTORNEY'S FEES AND COURT COSTS AS MAY BE DEEMED REASONABLE. YOU ACKNOWLEDGE THE ABOVE STIPULATION OF THIS DEBIT AGREEMENT AND AGREE TO AUTOMATIC CHECKING OR CREDIT CARD DEBIT (IF APPLICABLE), AND WILL ABIDE BY ANY CHARGE THAT IS ACCRUED FOR INSUFFICIENT FUNDS. YOU CERTIFY THAT YOU ARE AT LEAST 18 YEARS OF AGE AND OWN THE ACCOUNT LISTED ABOVE. BY SIGNING THIS AGREEMENT, YOU ALSO AGREE WITH THE ADDITIONAL TERMS AND CONDITIONS LISTED ON THE NEXT PAGE. THIS AUTHORIZATION WILL REMAIN IN FULL FORCE AND EFFECT UNTIL DANCE 411 STUDIOS HAS RECEIVED A REQUIRED SIXTY (60) DAY NOTICE OF TERMINATION IN WRITING BEFORE THE LAST AUTHORIZED WITHDRAWAL DATE.

SIGNATURE OF ACCOUNT HOLDER NAMED ABOVE \_\_\_\_\_

DATE: \_\_\_\_\_

## ADDITIONAL TERMS AND CONDITIONS

EVENT(S) PARTICIPATION WAIVER AND RELEASE: THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. YOU NEED TO READ ALL OF IT CAREFULLY. YOU MAY NOT PARTICIPATE IN ANY DANCE 411 STUDIOS EVENT(S) UNLESS YOU ARE AT LEAST 18 YEARS OLD (OR HAVE PARENTAL OR LEGAL GUARDIAN APPROVAL), HAVE THOROUGHLY READ THIS ENTIRE AGREEMENT, AND SIGNED THE FIRST PAGE OF THIS AGREEMENT. YOU, BEING ABOVE AGE 18 OR HAVING THE CONSENT AND APPROVAL OF YOUR PARENT OR LEGAL GUARDIAN, AGREE AS FOLLOWS:

You want to participate in the production(s), event(s), workshop(s) or class(es) (the "Event(s)") available at Dance 411 Studios, currently 475 Moreland Avenue SE, Atlanta, GA 30316 arranged or offered by 411 Productions, LLC d/b/a Dance 411 Studios ("Dance 411"). You acknowledge and understand that attending, participating or assisting someone to participate in any of the Event(s) ("Participating") will involve strenuous physical exertion, require a significant degree of skill and experience and could be physically hazardous or dangerous. You hereby represent and warrant that you have the physical ability and skill necessary for Participating in the Event(s) and do not have any limitation, condition or problem which would inhibit your ability to Participate properly and safely. You understand that, even with proper physical conditioning, skill and experience, PARTICIPATING IN THE EVENT(S) COULD RESULT IN DAMAGE TO PROPERTY AND/OR SERIOUS BODILY INJURY, PERMANENT DISABILITY OR EVEN DEATH AND YOU ARE FULLY AWARE OF, UNDERSTAND AND KNOWINGLY, WILLINGLY AND VOLUNTARILY ACCEPT AND ASSUME SUCH RISKS, HAZARDS, AND DANGERS, INCLUDING ANY AND ALL RISKS OF LOSS, DAMAGE, INJURY OR DEATH AS A RESULT OF PARTICIPATING IN THE EVENT(S). You are also aware that such risks, hazards and dangers are significantly increased by Participating without appropriate conditioning, skill and experience. In addition, you acknowledge and understand that Dance 411 may not own or control the premises, building or location where the Event(s) will take place (the "Premises") and does not assume any responsibility or liability for the condition or maintenance of the Premises.

In consideration for being permitted to participate in the Event(s), you hereby agree to: (i) release and forever discharge Dance 411, its agents, servants, employees, independent contractors, officers, directors, trustees, owners and all other persons or entities acting on its behalf; together with the owner(s) and/or lessor(s) of the real property and improvements where the Event(s) is/are being held and their agents, servants, employees, officers, directors, trustees and all other persons or entities acting on their behalf (collectively, the "Covered Parties"), from any and all claims, actions, damages, liability, costs or expenses and attorneys' fees which are related to, arise out of, or are in any way connected to Participating in the Event(s), whether or not such claims, actions, damages, liability, costs or expenses are caused by the negligence of a Covered Party or any other attendee or participant in the Event(s), or otherwise, (ii) surrender and waive any rights that you, your heirs, next of kin, family, relatives, guardians, executors, administrators, trustees and assigns may have or possess to sue or exercise any remedy or legal right to seek damages from any Covered Party for any such claims, actions, damages, liability, costs or expenses; and (iii) indemnify, hold harmless and defend each Covered Party from any and all claims, actions, damages, liability, costs, expenses and attorney fees arising out of or in connection with you Participation in or presence at the Event(s). Notwithstanding anything herein to the contrary, the above subsections (i), (ii) and (iii) will not apply to claims, actions, damages, liability, costs or expenses caused by the gross negligence or intentional misconduct of a Covered Party.

You acknowledge that your presence at the Dance 411 Event(s) and your decision to Participate are strictly voluntary choices, in spite of the unavoidable risks, hazards and dangers of such activity. At all times when Participating in the Event(s), you agree to limit your activities, as appropriate for your level of conditioning, skill and experience. You agree not to take any unreasonable risks while Participating or to cause any other persons present to take or be exposed to any unreasonable risk or harm. You agree to comply with all of the stated and customary terms, rules and conditions for Participating in such Events(s). If you become aware of any unusual hazard during your presence at the Event(s) or while Participating, you will immediately stop Participating and bring such hazard to the attention of the nearest Dance 411 employee, official or representative immediately.

You hereby irrevocably grant to Dance 411, and its representatives, licensees, designees, permittees and assigns, the right and authority to film, videotape, photograph and/or record, in any manner or medium, yourself in connection with any Event(s), and to use such film, videotape, photography and/or recordings ("Products") in perpetuity, any number of times, for any purpose and in any manner or medium now or hereafter known in connection with the display, distribution, promotion, marketing or sale of Products by any means and through any channels, including, without limitation, in or on any website, marketing, advertising, promotions and packaging relating to Dance 411.

You give consent and permission to Dance 411 and its representatives, as necessary in their discretion and judgment, to obtain on your behalf any emergency medical attention and treatment in case of sickness, accident or injury and to secure such medical attention and treatment at your sole expense.

This Agreement shall be effective and binding upon you heirs, agents, personal representatives, and assigns.

CHANGES TO EVENT(S): Dance 411 retains the right to alter and change the Event(s) offered at the studio at any time without notice. This may include, but is not limited to: changing Event(s) times, changing studio hours of operation, changing Event(s) duration, adding or removing Event(s), discontinuing current or previously offered Event(s), and changing or removing instructors for any and all Event(s). Some Event(s) offered at Dance 411 Studios may now, or in the future, require additional fees. You understand that cancellation of this agreement due to any reason outlined in this paragraph is not allowed.

YOU HEREBY CERTIFY THAT YOU ARE OVER 18 YEARS OF AGE OR THAT YOU HAVE THE REQUISITE CONSENT AND APPROVAL OF YOUR PARENT OR LEGAL GUARDIAN. YOU HAVE CAREFULLY READ AND UNDERSTAND THIS ENTIRE AGREEMENT AND AGREE TO ALL OF THE ABOVE TERMS AND CONDITIONS. PRIOR TO SIGNING THIS AGREEMENT YOU HAVE HAD THE OPPORTUNITY TO ASK ANY AND ALL QUESTIONS ABOUT THE EVENT(S), PARTICIPATION AND/OR THIS AGREEMENT. YOU ARE AWARE THAT BY SIGNING THIS AGREEMENT, YOU ASSUME ALL RISKS AND WAIVE AND RELEASE CERTAIN SUBSTANTIAL RIGHTS THAT YOU, YOUR HEIRS, NEXT OF KIN, FAMILY, RELATIVES, GUARDIANS, EXECUTORS, ADMINISTRATORS TRUSTEES AND ASSIGNS MAY HAVE OR POSSESS AGAINST DANCE 411 OR ANY OTHER COVERED PARTY FOR DAMAGE OR HARM ARISING FROM OR OCCURRING AT, DURING OR IN CONNECTION WITH YOUR PRESENCE AT OR PARTICIPATION IN THE EVENT(S).

Participant's Name: \_\_\_\_\_ Age: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### PARENTAL ACKNOWLEDGMENT, CONSENT AND AGREEMENT:

I represent that I am the parent and/or legal guardian of \_\_\_\_\_, and I agree that the grants, releases and other terms contained in this Agreement bind me, said child and us together to all of the terms of this Agreement.

Parent or Legal Guardian's Name (print): \_\_\_\_\_

Parent or Legal Guardian's Signature: \_\_\_\_\_ Date: \_\_\_\_\_