**INSPIRE DANCE UTAH**

**TERMS AND CONDITIONS**

THIS AGREEMENT (“Agreement”) is made this day of 2025, by and between Inspire Dance Utah, LLC (hereinafter “Owner” and or “Associates”) and

First name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Last name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter “Parent/Guardian”).

Dancers first name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dancers last name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter “Dancer”).

Owner, Parent/Guardian and Dancer are referred to collectively herein as “the Parties” and sometimes individually as a “Party.”

1. **Services.** Inspire Dance Utah is a dance program based in Northern Utah which is catered to adults and children with various of disabilities. Basic dance instruction will be given each week in class along with a learning curriculum designed for those with disabilities. Light stretching, balancing, usage of both fine and gross motor skills will be incorporated. Various of games/activities will be used to introduce the benefits for both physical and mental health through music and movement. Following instructions’, team building, building self-confidence is one of many focal points in this program. This program is a safe haven for those with differences.

2. **Policy**. Each Dancer will be required to perform in a spring and winter showcase. Grip socks are also required each week. Visitors are welcome to attend class to watch or assist Dancer. There will be no makeup classes for sick days, holidays, absences for any reason such as vacations or snow days. There will be no refunds. A $25.00 registration fee is required when registering Dancer for class. Monthly tuition of $45.00 is required by the 5th of each month. Parent/Guardian acknowledges that failure to pay a monthly tuition of $45.00 to attend this program will result in Dancer no longer able to attend the Inspire Dance Utah program.

3. **Interventions.** Parent/Guardian acknowledges that if the Dancer becomes a danger to themselves or others Parent/Guardian will be notified immediately. If the situation escalates to the Dancer physically harming themselves or others, destroying property or eloping; law enforcement will be contacted to ensure everyone’s safety.

4. **Transportation.** Parent/Guardian understands that it is their responsibility to arrange a ride/transportation to take their Dancer to and from dance. Dancers must be picked up on time each week from Inspire Dance Utah. Owner and Associates will not give rides to Dancers to ensure professionalism and safe boundaries.

5. **Limitations.** Parent/Guardian understands and acknowledges that the Owner and Associates will do everything in their power to perform medical care to their best ability but are not liable if the Dancer is potentially hurt or even killed due to but is not limited to; bone fractures, breaks, sprains, tripping, falling, slipping, choking, drowning, Dancer causing physical harm to him or herself, Dancer causing harm to others, burns, passing out, eloping, illness, emotional distress and potentially death. Parent/Guardian also understands and acknowledges that the Owner and Associate is not liable if Dancer is hurt, injured, or killed on the property where Inspire Dance Utah resides, including any other property public or private.

6. **Potential Injuries.** If the Owner or Associate is harmed in any way by Dancer Parent/Guardian shall disclose any current or past medical history of Dancer to Owner and/or medical officials. This includes but is not limited to; bites to the skin that break or cause bruising to the area, and scratches on the skin that break or cause minor to serious damage.

7. **Waiver and Release**. Parent/Guardian hereby fully and forever discharges, releases, waives, and covenants not to sue Owner and Associates along with its respective agents, directors, affiliates, employees, officers, members, successors, and assigns, from any and all liability affecting or related to the undersigned’s work. Parent/Guardian do so on Parent/Guardian’s own behalf and as well as on behalf of Parent/Guardian’s personal representatives, heirs, next of kin, and Dancer for any and all claims, causes of action, demands, losses, or damages associated with any injury to the undersigned or Parent/Guardian’s property, or death while traveling to or from, participating in, or otherwise pursuing any activity associated with or in any way related to, the work of the Owner and Associates.

8. **Understanding**. Parent/Guardian has read this Agreement, fully understands its terms, understands that Parent/Guardian waives the right to bring a lawsuit or claim against the released parties and have signed it freely and voluntarily on Parent/Guardian’s behalf and on behalf of Dancer named herein without any inducement, representation, assurance, or guarantee being made to Parent/Guardian and intend by signature to the complete and unconditional release of all liability to the greatest extent allowed by law.

9. **Cooperation.** If Parent/Guardian disagrees or disapproves of anything in the conduct of the Inspire Dance Program, LLC, Parent/Guardian will verbally address the situation to Owner before the situation escalates to further action.

10. **Acknowledgment.** Parent/Guardian acknowledges that he/she understands and has read the following terms and conditions regarding Inspire Dance Utah, LLC working with my Dancer. Parent/Guardian understands and gives Parent/Guardian’s permission and consent in regards to the following listed above.

11. **No Warranty**. None of the Parties, either collectively or individually, make any representations or warranties to the other except as are expressly set forth in this Agreement. The Parties acknowledge, represent, and agree that each has had the opportunity to make full inquiry into any and all subjects relating to the Parties’ disputes and this settlement.

12. **Amendment.** Any amendment, modification, termination, or rescission affecting this Agreement shall be made in writing, signed by the parties, and attached hereto.

13**. Effective Date.** The Agreement shall become effective upon execution.

14**. Successors.** This Agreement shall be binding upon, and inure to the benefit of, the legal representatives, successors and assigns of the parties hereto.

15. **Survival.** All covenants, representations and warranties contained herein shall be fully enforceable after closing the loan referenced herein.

16. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

17. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah. Any litigation arising from the interpretation or enforcement of this Agreement shall be brought in a court of competent jurisdiction located within the State of Utah.

18. **Counterparts.** The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instrument, and each such counterpart shall be deemed an original.

19. **Confidentiality.** The parties agree that the terms of this agreement are confidential and shall not be disclosed to third parties.

20. **Authority.** The individuals signing this Agreement for the Parties each warrants, by his signature, that he has full authority to enter into this Agreement in behalf of the Party for whom he signs.

21. **Media Platforms.** Parent/guardian gives consent to Inspire Dance Utah and their associates to take videos and pictures of their Dancer to possibly be used on social media along with other internet platforms such as the business website etc.

Signature of Parent/Guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Date: \_\_\_\_\_\_\_\_.