



Waiver, Release of Liability, Privacy Policy, Terms of Service, and Refund Policy

1. Agreement and Eligibility

By registering for, purchasing, attending, participating in, observing, or otherwise entering any class, rehearsal, workshop, event, private lesson, open session, or other activity hosted by Second Chance Dance ("SCD"), I acknowledge that I have read, understood, and voluntarily agree to be bound by this Agreement in full.

SCD is an adult-only, 18+ studio. By participating in any SCD service, I certify that I am at least 18 years of age and legally able to enter into this Agreement.

2. Assumption of Risk

I understand and acknowledge that dance, movement, training, conditioning, rehearsal, performance, and all related activities involve inherent and foreseeable risks, including but not limited to falls, collisions, overexertion, strains, sprains, fractures, concussions, illness, emotional distress, permanent injury, and death. I voluntarily assume all risks, known and unknown, associated with my participation in SCD activities, use of SCD facilities, and attendance at any SCD event.

3. Waiver and Release of Liability

To the fullest extent permitted by law, I, on behalf of myself, my heirs, executors, administrators, personal representatives, assigns, and estate, hereby release, waive, discharge, and hold harmless Second Chance Dance, its founder, CEO, owners, officers, directors, instructors, teachers, assistants, employees, contractors, volunteers, agents, affiliates, insurers, successors, and assigns from any and all claims, demands, causes of action, damages, losses, liabilities, costs, and expenses of any kind, whether known or unknown, arising out of or related to my participation in SCD activities, my presence on SCD premises, or my use of any SCD services or equipment, including claims arising from ordinary negligence to the fullest extent allowed by law.

4. Medical Authorization and Responsibility

I certify that I am physically and mentally able to participate in SCD activities, or that I have disclosed any condition that may affect my participation. If I require emergency medical attention, I authorize SCD to seek emergency assistance, contact medical providers, and take any reasonable action it deems appropriate. I understand that SCD is not responsible for any medical expenses, ambulance fees, treatment costs, or other related charges, and I agree that all such costs are my sole responsibility.

5. Health and Conduct

I agree not to participate if I am ill, injured, impaired, or otherwise unable to safely take class or engage in SCD activities. I understand that SCD may deny entry, suspend participation, or remove any participant from the

premises or any activity at its sole discretion if the participant appears intoxicated, disruptive, unsafe, disrespectful, threatening, abusive, or otherwise in violation of studio standards.

Any participant removed for conduct-related reasons remains fully responsible for all charges paid or owed, and no refund, credit, or transfer will be issued unless approved in writing at the sole discretion of the CEO and Founder of Second Chance Dance.

6. Indemnification

I agree to indemnify, defend, and hold harmless SCD and all released parties from and against any and all claims, actions, liabilities, losses, damages, judgments, settlements, costs, and expenses, including reasonable attorneys' fees, arising from or related to my conduct, my breach of this Agreement, my negligence, my intentional acts, or my violation of any law, policy, or instruction while participating in or attending SCD activities.

7. Property and Equipment

I accept full responsibility for any damage caused by me to SCD property, equipment, furnishings, fixtures, or the property of others while on or near SCD premises or during any SCD activity. I agree to reimburse SCD for any repair, replacement, or cleaning costs resulting from my actions.

8. Photography and Videography Release

I grant SCD the irrevocable right to photograph, film, record, reproduce, edit, publish, and use my image, likeness, voice, and performance in any format, including social media, websites, printed materials, advertisements, promotional content, community outreach, fundraising, and educational materials, without payment or additional approval. I waive any right to inspect or approve the final product and any claim to compensation, royalties, or other consideration arising from such use.

9. Privacy Policy

SCD collects personal information that may include your name, address, phone number, email address, emergency contact information, date of birth, payment information, attendance records, and other information provided during registration, purchasing, communication, or participation in SCD services.

SCD uses personal information to:

- Process registration and payments.
- Communicate about classes, scheduling, events, billing, and studio updates.
- Maintain studio operations and safety records.
- Improve services and customer experience.
- Send marketing, promotional, and informational communications.

SCD may share personal information only as reasonably necessary to operate the business, complete payment processing, comply with law, protect safety, or use trusted service providers. SCD does not sell personal information to third parties.

SCD uses reasonable administrative, technical, and physical safeguards to protect personal information, but no system is completely secure, and SCD cannot guarantee absolute security.

10. Refund and Non-Refundable Policy

All purchases made through SCD, including but not limited to tuition, class fees, registration fees, deposits, workshops, private lessons, performance fees, costume fees, merchandise, event tickets, and administrative

fees, are non-refundable unless otherwise required by law or expressly approved in writing by the CEO and Founder of Second Chance Dance.

All refund requests are considered individually and are granted, denied, or modified solely at the discretion of the CEO and Founder of Second Chance Dance. No staff member, teacher, or contractor has authority to promise or approve a refund unless confirmed in writing by the CEO and Founder.

No refund, credit, transfer, or makeup will be provided for:

- Missed classes or sessions.
- Late arrival or early departure.
- Scheduling conflicts.
- Travel, work, personal, or family conflicts.
- Injury, illness, or inability to participate.
- Withdrawal from a program after registration.
- Removal from class or programming for conduct, policy, or safety reasons.
- Weather-related closures, rescheduling, or facility changes, unless otherwise required by law or approved in writing.

By completing a purchase or registration, I acknowledge that I am buying a space, reservation, or service commitment, and that SCD may rely on that registration in planning staffing, scheduling, and operations.

11. No Guarantee of Results

SCD makes no promise, guarantee, or warranty regarding artistic advancement, casting, performance outcomes, skill development, choreography placement, future opportunities, or any specific result from participation in its programs.

12. Website and Service Use

Any content on the SCD website or in SCD materials is provided for informational purposes only. I agree not to copy, reproduce, distribute, sell, license, or exploit SCD content without prior written permission.

13. Disclaimer of Warranties

The SCD website, services, classes, facilities, and materials are provided “as is” and “as available,” without warranties of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

14. Limitation of Liability

To the fullest extent permitted by law, SCD shall not be liable for any indirect, incidental, special, consequential, exemplary, punitive, or other damages arising from or related to participation in SCD activities, use of SCD services, or presence on SCD premises. If any liability is imposed by law, it shall be limited to the maximum extent permitted.

15. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

16. Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.

17. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding its subject matter and supersedes all prior discussions, statements, representations, policies, or agreements, whether oral or written.

18. Acknowledgment and Signature

By signing below, I acknowledge that I have read this Agreement carefully, understand it, and agree to all of its terms knowingly and voluntarily. I understand that I am giving up important legal rights by signing it.

Participant Name: _____

Signature: _____

Date: _____