

Name: \_\_\_\_\_

## THE KATZ MEEEOW STUDENT AGREEMENT

### Section I: Policies for class sessions, private classes, and parties

#### REFUND POLICIES

##### Class Sessions

No refunds for class sessions (whether deposits or otherwise) will be made after the date that is two weeks prior to the start of a session. Payments are good for the current session only. Students who have failed to attend class for four continuous weeks and have not paid their balance will be removed from the related session class roster and will no longer be eligible to attend the remainder of the classes for that session though will remain liable for payment in full of the related class session.

**\*Note:** Once a class is scheduled, if not cancelled at least 24 hours in advance, it counts as used even if not attended \_\_\_\_ (initial).

##### Medical Exception

Deposits and/or payments for sessions may be rolled over to a subsequent session upon adequate proof of medical necessity. In such cases, you must provide The Katz Meeow with a written note from your physician describing your injury or illness, relevant dates of injury or illness, and treatment. Any request for medical exception may be granted or denied by The Katz Meeow's sole discretion.

##### Private Classes

Full payment is required to book a private class. In consideration of your Instructor's schedule and others who may want the same time slot, 48-hours notice is required to cancel/reschedule your private class, or the payment will be forfeited. With 48-hours notice, the payment may be transferred towards another private class at the sole discretion of The Katz Meeow and subject to class availability.

### Parties

Full payment is required to book a party. In the event that you must cancel your party, in consideration of your Instructor's schedule and others who may want the same time slot, parties canceled with less than one week's (7 days) notice will forfeit payment.

Parties cancelled with greater than one week's notice shall be entitled to apply payment, upon the payment of a \$100 transfer fee, towards any other scheduled class, subject to class availability.

*I have read and understand the above policies. I understand that once monies have been paid to The Katz Meeow, there will be no refunds for classes, privates or parties scheduled, other than expressly provided above. \_\_\_\_\_ (initial)*

### **OTHER POLICIES**

#### Class Make-up Policy

If you are unable to attend your regularly scheduled class, please sign out by contacting The Katz Meeow on-line or by calling the dance studio 24 hours in advance. You may schedule a make-up class on-line or by calling the studio for any class you have signed out of for up to 60 days after the date of that class. Missed classes do not rollover to future sessions unless you remain enrolled as a student of The Katz Meeow. Once a make-up class is scheduled, if not rescheduled at least 24 hours in advance, it counts as a used session even if not attended.

*I have read and understand the above make-up policy \_\_\_\_\_ (initial)*

## Safety

In the interest of safety, any individual who appears intoxicated or otherwise disruptive to the conduct of a class, private class or party may, at the sole discretion of The Katz Meeeow, be asked not to participate in the class and/or class session, forfeiting any deposits and payments made by that person for that session, private class or party.

## Arrival and Departure Times

The Katz Meeeow ask that you are considerate of other students and arrive a few minutes prior to your sessions' scheduled start time. You may depart at any time once the session commences but, you cannot make up the class time should you choose to depart early from the class session, private class or party.

## **Section II: Confidentiality and Non-disclosure**

By signing below, you acknowledge that all class content, including but not limited to teaching method, curriculum, discussions, written materials, movements, dance routines, choreograph and scenery (the "Proprietary Information") are the property of The Katz Meeeow and constitute confidential and proprietary business information and trade secrets, the unauthorized disclosure of which will irreparably harm The Katz Meeeow. You further agree that in exchange for The Katz Meeeow agreeing to take you on as a student, you agree to keep the Proprietary Information confidential and that you will not disclose the Proprietary Information to anyone without the prior written consent of The Katz Meeeow. You further agree that you will not teach to any third party any of the Proprietary Information, and that you will refer any person wishing to learn any of the Proprietary Information to The Katz Meeeow. You further expressly agree that you will not use the Proprietary Information for the purpose of soliciting any students or employees of The Katz Meeeow or to otherwise compete with The Katz Meeeow at any time.

*I have read and understand the above confidentiality and non-disclosure policies.*  
\_\_\_\_\_(initial)

### **Section III: Hold Harmless Agreement**

In consideration for your acceptance into the classes provided by The Katz Meeow and other good and valuable consideration paid, the receipt of which is hereby acknowledged, you hereby covenant and agree as follows:

A. I including my heirs and assigns, will never institute, prosecute, or in any way aid in the institution or prosecution of any claim, suit, demand, action, arbitration, mediation, or cause of action against The Katz Meeow, its officers, directors, owners, partners, members, officers, heirs, assigns, or employees for damages, expenses, costs, loss, injury either to person or property, or both, whether developed or undeveloped, foreseen or unforeseen, known or unknown, past, present or future, that may be sustained as a direct or indirect consequence of any course, class, or activity connected with, directed by, related to, or conducted by The Katz Meeow or its agents.

B. I further agree to indemnify, release, and hold harmless The Katz Meeow, its officers, directors, owners, partners, members, officers, heirs, assigns, agents, and employees, from any and all claims, losses, illnesses, demand, and injuries to my person or property, foreseen or unforeseen, resulting from, caused by or related to any class, program, or activity directed by, related to, or conducted by The Katz Meeow. I agree to indemnify The Katz Meeow with regard to any cost, expense (including reasonable attorneys' fees and costs), and loss caused in any way by me. This Hold Harmless Agreement is not in derogation of, but rather supplements, any common law rights to indemnification to which The Katz Meeow, its legal

representatives, successors, and assigns may have. I acknowledge that this Hold Harmless Agreement is binding on and on my successors and assigns.

C. I hereby acknowledge and affirm that I have read the contents of this Agreement, I understand its terms, and I knowingly and voluntarily execute this agreement under my own free will, without relying on any statement or representation of The Katz Meeow. I understand this Hold Harmless Agreement is a release of legal liability. I expressly acknowledge that I shall be engaging in potentially dangerous physical activities, and that, although The Katz Meeow will make all efforts to ensure that proper safety procedures are practiced, The Katz Meeow cannot and will not be responsible for the actions and non-actions of its owners, agents, or employees (including, without limitation, its instructors), of Monique Watson and/or Gale Matteson, or of other students. I assume all responsibility and risk associated with any and all activity, program, course, or class that I participate in, and I assume all responsibility and liability of physical fitness and capability to perform any and all activity or effort related to and/or associated with the class activities performed by me or which I am involved in. The risks that I am agreeing to assume to assume include the risk that an injury may be caused by physical conditions at the class location or by the negligence of The Katz Meeow, its agents, employees, by me, or by other students.

*I have read and understand the Hold Harmless Agreement and provisions stated herein.*  
\_\_\_\_\_(initial)

#### **Section IV: General Provisions**

I acknowledge and agree that the terms outlined herein are contractual. I agree that any dispute arising under this Agreement shall be governed by and interpreted in accordance with the laws of the State of California, and the venue of any action commenced hereunder shall be in San Bernardino County, California. If any provision of this Agreement is held to be unenforceable, each such unenforceable provision shall

be excluded from this Agreement, and the balance of the Agreement shall be interpreted as if each such unenforceable provision were excluded; provided, however, that if a provision is held unenforceable because it is excessively broad or unreasonable as to the scope or subject, such provision shall continue to be enforced to the extent necessary to be reasonable under the circumstances and consistent with applicable California State law while reflecting as closely as possible the intent of the parties as expressed herein.

Student Name \_\_\_\_\_

(Please print)

Student Signature \_\_\_\_\_

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