



# **ZEEKERS DANZ - ENROLMENT TERMS & CONDITIONS**

(Official English Version)

Operated by: **Partake Zeekers Inc.**

Applicable to: **Zeekers Danz / Zeekers Junior and all affiliated programs**

Jurisdiction: Ontario, Canada

## **0. Legal Notice**

This document constitutes a legally binding agreement between the participant and/or their parent or legal guardian ("Participant") and **Partake Zeekers Inc.**, operating as Zeekers Danz ("the Organization").

By submitting an enrolment form, making payment, checking agreement boxes, or participating in any class, program, rehearsal, filming, showcase, competition, camp, training, performance, or related activity organized by the Organization, the Participant confirms that they have read, understood, and agreed to these Terms.

## **1. Enrolment, Fees & Payment**

1.1 Once enrolment is confirmed and payment is completed, all tuition fees are strictly non-refundable, non-transferable, and non-assignable.

1.2 Fees may not be credited toward future programs, alternative classes, private sessions, or transferred to another participant under any circumstances.

1.3 The Organization reserves the right, at its sole discretion, to refuse, revoke, suspend, or terminate enrolment or participation at any time without prior notice.

1.4 If a program is cancelled by the Organization due to insufficient enrolment, paid tuition fees will be refunded in full.

1.5 Administrative, registration, or processing fees (if applicable) are strictly non-refundable.

## **2. Refund Policy**

2.1 No refunds will be issued for:

- Missed classes
- Voluntary withdrawal
- Schedule conflicts
- Illness or personal reasons
- Dissatisfaction with instruction style or program format
- Dismissal due to misconduct or policy violations

2.2 Refunds will only be issued if a program is officially cancelled by the Organization.

2.3 Approved refunds, if applicable, will be processed within a reasonable administrative timeframe.

### **3. Attendance, Structure & Program Adjustments**

3.1 Attendance at all scheduled sessions is expected. Certain programs may require minimum attendance standards.

3.2 No make-up classes, credits, transfers, or refunds will be provided for absences.

3.3 The Organization reserves the right to modify instructional structure, internal grouping, choreography distribution, rehearsal format, performance arrangements, filming structure, faculty assignment, or scheduling where reasonably necessary for safety, operational, educational, artistic, or production-related purposes.

3.4 Such adjustments shall not constitute grounds for refund or credit.

3.5 In cases of extreme weather, public health orders, government directives, venue restrictions, or force majeure events, the Organization may reschedule, relocate, modify format (including virtual delivery), or cancel sessions. No refunds will be issued for such circumstances beyond the Organization's control.

### **4. Code of Conduct & Dismissal**

4.1 Participants must conduct themselves respectfully, safely, and cooperatively toward instructors, staff, fellow participants, and property.

4.2 Disruptive, unsafe, inappropriate, discriminatory, or disrespectful behaviour will not be tolerated.

4.3 The Organization reserves the right to immediately dismiss any participant whose behaviour compromises safety, learning environment, artistic standards, or operational integrity.

4.4 Dismissal due to misconduct results in no refund.

4.5 In the event of a medical emergency, the Organization reserves the right to seek emergency medical treatment for the Participant at the Participant's expense.

### **5. Program-Specific Terms**

Certain programs may include additional written terms, addenda, requirements, or participation standards (including attendance, rehearsal, performance eligibility, filming requirements, grouping arrangements, and conduct expectations).

In the event of any inconsistency between such program-specific terms and this general Enrolment Agreement, the program-specific terms shall prevail.

Failure to meet program-specific requirements or participation standards may affect eligibility for certain activities or participation outcomes, without refund.

Program-specific terms may be issued via registration page, email communication, digital form, or written document, and shall be deemed accepted upon enrolment or payment.

## **6. Relationship to Other Policies**

These Enrolment Terms operate in conjunction with, but are separate from:

- Liability Waiver & Assumption of Risk
- Program Handbook
- Media & Image Release (if applicable)
- Program-Specific Addendum

Participation requires agreement to all applicable documents.

## **7. Limitation of Liability**

To the fullest extent permitted by law, the Organization shall not be liable for indirect, incidental, consequential, or special damages arising from participation in any program, except where prohibited by Ontario law.

## **8. Governing Law & Jurisdiction**

This Agreement shall be governed by the laws of the Province of Ontario, Canada.

Any dispute shall be subject to the exclusive jurisdiction of the courts of Ontario.

## **9. Severability**

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## **10. Acknowledgement & Acceptance**

By enrolling, making payment, checking agreement boxes, or participating in any activity organized by the Organization, the Participant confirms acceptance of these Terms.

The Organization reserves the right to update or modify these Terms from time to time. Updated versions shall apply to future enrolments and renewals.

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# **ZEEKERS DANZ - LIABILITY WAIVER & ASSUMPTION OF RISK**

(Official English Version)

## **MINOR PARTICIPANT AGREEMENT**

Operated by: **Partake Zeekers Inc.**

Applicable to: **Zeekers Danz / Zeekers Junior and all affiliated programs**

Jurisdiction: Ontario, Canada

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### **1. Parties & Authority**

This Agreement is entered into by the undersigned Parent or Legal Guardian (“Parent/Guardian”) on behalf of the minor participant (“Participant”) in favour of Partake Zeekers Inc., operating as Zeekers Danz / Zeekers Junior (“the Studio”).

The Parent/Guardian confirms that they have full legal authority to sign on behalf of the Participant and agree to all terms contained herein.

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### **2. Voluntary Participation**

The Participant is voluntarily enrolling in dance classes, rehearsals, training programs, camps, filming sessions, showcases, and related activities (collectively, “Activities”).

The Parent/Guardian acknowledges the physical nature of these Activities and confirms participation is voluntary.

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### **3. Assumption of Risk**

The Parent/Guardian understands and acknowledges that dance and performance training involve inherent risks, including but not limited to:

- Muscle strain, sprains, fractures
- Slips, falls, collisions
- Fatigue or overexertion
- Exposure to communicable illnesses (including COVID-19 or other viruses)
- Accidents occurring before, during, or after scheduled Activities, whether on the Studio premises or at any off-site location where Activities are conducted.

The Parent/Guardian voluntarily assumes all risks on behalf of the Participant, whether foreseen or unforeseen.

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#### **4. Waiver & Release of Liability**

To the fullest extent permitted under Ontario law, the Parent/Guardian, on behalf of the Participant and their heirs, executors, administrators, and assigns:

- Waives, releases, and forever discharges
- Agrees not to sue

the Studio, its owners, directors, instructors, staff, contractors, and representatives from any and all claims, demands, damages, actions, or causes of action arising from participation in the Activities.

This release includes claims arising from ordinary negligence of the Studio.

This release does not apply to claims resulting from proven gross negligence or willful misconduct.

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#### **5. Indemnification**

The Parent/Guardian agrees to indemnify and hold harmless the Studio from any claims, liabilities, legal costs, or expenses (including legal fees on a solicitor-client basis) arising from:

- The Participant's conduct
- Breach of this Agreement
- Any third-party claims related to the Participant's participation

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#### **6. Health & Fitness Representation**

The Parent/Guardian represents and warrants that the Participant is physically fit and has no medical condition that would prevent safe participation in the Activities, except as disclosed in writing to the Studio.

The Parent/Guardian agrees to inform the Studio of any changes in medical condition prior to participation.

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#### **7. Medical Authorization**

In the event of illness or injury requiring emergency care, the Parent/Guardian authorizes the Studio to obtain emergency medical treatment for the Participant.

All medical costs remain the responsibility of the Parent/Guardian.

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#### **8. Communicable Disease Acknowledgment**

The Parent/Guardian acknowledges that participation in group activities carries risk of exposure to communicable diseases. The Studio does not guarantee prevention of illness.

Participation is voluntary with full understanding of this risk.

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#### **9. Media Release**

The Parent/Guardian grants the Studio permission to photograph, record, or film the Participant during Activities.

The Studio may use such media for:

- Educational purposes
- Promotional materials
- Marketing and social media
- Website or digital platforms

No compensation will be provided.

This consent is perpetual and irrevocable.

The Studio retains full ownership of all media content captured and may edit, reproduce, and distribute such content in any format.

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#### **10. Late Pick-Up & Supervision Policy**

The Parent/Guardian agrees that supervision ends at the scheduled program end time.

Late pick-up fees apply as stated in program policies.

The Studio reserves the right to contact emergency contacts or appropriate authorities if a Participant is not collected within a reasonable period.

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#### **11. Governing Law & Severability**

This Agreement shall be governed by the laws of Ontario, Canada.

If any provision is found unenforceable, the remainder shall remain in full force and effect.

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#### **12. Entire Agreement**

This document constitutes the entire agreement between the parties and supersedes any prior understandings.

Electronic signatures shall be deemed legally binding.

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# **ZEEKERS DANZ & ZEEKERS JUNIOR PROGRAM HANDBOOK**

(Official English Version)

## **MINOR PARTICIPANT AGREEMENT**

Operated by: **Partake Zeekers Inc.**

Applicable to: **Zeekers Danz / Zeekers Junior and all affiliated programs**

Jurisdiction: Ontario, Canada

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### **0. Purpose, Scope & Nature of Document**

This Handbook outlines the Studio's operational policies, expectations, and procedures.

It applies exclusively to recreational programs operated under Zeekers Danz and Zeekers Junior.

This Handbook does not constitute a service guarantee, contractual promise, or representation of specific outcomes.

Nothing in this Handbook limits, overrides, or replaces the Liability Waiver & Assumption of Risk, which remains a separate and binding agreement.

Zeekers Stage projects, training intensives, competitions, filming projects, and Partake Haus events are governed by separate agreements.

Participants acknowledge that no verbal representations, promotional materials, marketing content, or informal communications shall override or modify the written policies contained in this Handbook or the Enrolment Terms & Conditions.

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### **1. Studio Authority & Final Decision**

The Studio reserves the sole and absolute right of final decision regarding:

- Admission
- Placement and level assignment
- Scheduling and instructor assignment
- Program structure and curriculum
- Safety enforcement
- Discipline and removal
- Participation eligibility

The Studio's reasonable interpretation and enforcement of its policies shall be final and binding, except where prohibited by applicable law.

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## **2. Program Modifications & Operational Discretion**

The Studio may modify, merge, reschedule, substitute instructors, adjust curriculum, restructure programs, or cancel sessions when necessary due to operational, safety, enrolment, staffing, or business considerations.

Such changes may occur without prior notice when required.

Program modifications do not constitute grounds for refund unless expressly stated in the Enrolment Terms & Conditions.

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## **3. No Guarantee of Results**

The Studio does not guarantee:

- Skill progression
- Casting or performance opportunities
- Competition placement
- Instructor continuity
- Artistic or training outcomes

Participant development varies individually and depends on attendance, effort, and other factors beyond the Studio's control.

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## **4. Attendance & Participation**

Participants are expected to attend regularly and arrive on time.

Late arrivals may be restricted from participation for safety reasons.

Missed classes follow Enrolment Terms & Conditions.

Make-ups, credits, and transfers are not guaranteed and are granted solely at the Studio's discretion.

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## **5. Conduct & Property Responsibility**

Participants must maintain respectful and safe behaviour.

Disruptive, unsafe, aggressive, or inappropriate conduct may result in:

- Warning
- Suspension
- Removal

Removal does not entitle the Participant to refund, credit, or compensation.

Participants (or parents/guardians for minors) may be held financially responsible for intentional or negligent damage to Studio property.

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## **6. Parent/Guardian Conduct (Minors)**

Parents must respect staff decisions and avoid interrupting instruction.

Disruptive parental behaviour may result in:

- Warning
- Restricted access
- Suspension
- Dismissal

at the Studio's sole and absolute discretion.

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## **7. Dress Code & Personal Belongings**

Participants must follow attire requirements.

The Studio is not responsible for lost, stolen, or damaged belongings.

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## **8. Photography & Privacy**

Unauthorized filming may be restricted at any time to protect privacy and safety.

Studio media capture is governed by signed waiver agreements.

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## **9. Waiver Requirement**

A signed Liability Waiver & Assumption of Risk is mandatory prior to participation.

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## **10. Policy Updates**

Updated policies shall take effect upon posting or written notice. Continued participation after such notice constitutes acceptance of the updated policies.

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## **11. Severability**

If any provision of this Handbook is found unenforceable, the remaining provisions shall remain in full force and effect.

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## **12. Force Majeure & Business Continuity**

The Studio shall not be liable for suspension, interruption, or delay of programs due to circumstances beyond its reasonable control, including but not limited to:

- Weather conditions
- Government orders
- Public health events
- Utility disruptions
- Landlord or building-related issues

- Instructor illness or unavailability

Such circumstances do not automatically constitute grounds for refund unless expressly stated in the Enrolment Terms & Conditions.

The Studio's obligations shall be suspended during such circumstances without liability.

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## **ZEEKERS JUNIOR / KIDS APPENDIX**

(Official English Version)

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### **A. Drop-off / Pick-up (Not Childcare)**

The Studio is not a childcare facility.

Supervision begins at the scheduled class start time and ends at the scheduled class end time.

The Studio does not provide supervision before or after scheduled class time.

Parents/guardians are fully responsible for the Participant outside of scheduled class hours.

Early drop-off or late pick-up may result in:

- Additional fees
- Suspension of participation
- Restriction of services
- Termination of enrolment

at the Studio's sole discretion.

If a Participant is not collected within a reasonable period, the Studio reserves the right to contact emergency contacts or appropriate authorities.

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### **B. Parent Waiting, Access & Recording**

Parents must remain in designated areas and may not enter the class space unless expressly permitted by staff.

The following are strictly prohibited without written authorization:

- Coaching from sidelines
- Interrupting instruction
- Filming or recording other Participants
- Live streaming
- Posting content featuring other minors

The Studio reserves the right to restrict recording to protect privacy and safety.

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### **C. Safety, Behaviour & Property**

Unsafe behaviour including pushing, aggressive contact, repeated disruption, or disregard of instructor direction is not tolerated.

If removed for safety or disciplinary reasons, the class shall be considered attended.

Parents/guardians may be held financially responsible for intentional or negligent damage to Studio property.

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#### **D. Health, Medical & Readiness**

Parents/guardians confirm that the Participant is physically fit to participate.

The Studio may pause participation if a child:

- Appears unwell
- Shows symptoms of communicable illness
- Exhibits unsafe behaviour
- Is unable to safely participate

Parents must inform the Studio in writing of:

- Medical conditions
- Allergies
- Required medication
- Emergency instructions

The Studio does not administer medication unless otherwise agreed in writing.

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#### **E. Washroom & Personal Care**

Staff may provide reasonable guidance.

Staff are not permitted to assist with intimate personal care, including toileting.

Parents remain fully responsible for such needs.

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#### **F. Media & Privacy**

Studio media capture is governed by signed waiver agreements.

Parent recording may be restricted to protect the privacy and safety of other minors.

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#### **G. Escalation & Dismissal**

Repeated violations by the Participant or Parent/Guardian may result in:

- Warning
- Suspension
- Dismissal

at the Studio's sole and absolute discretion.

Suspension or dismissal does not entitle the Participant to refund, credit, or compensation, as per Enrolment Terms & Conditions.

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## **H. Governing Authority**

All decisions relating to minors under this Appendix are made at the Studio's sole and absolute discretion in the interest of safety and operational integrity.

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# **ZEEKERS DANZ CAMP PARTICIPATION ADDENDUM**

(Official English Version)

## **MINOR PARTICIPANT AGREEMENT**

Operated by: **Partake Zeekers Inc.**

Applicable to: **Zeekers Danz / Zeekers Junior and all affiliated programs**

Jurisdiction: Ontario, Canada

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This Camp Participation Addendum (“Addendum”) forms part of and supplements the following governing documents:

- Enrolment Terms & Conditions
- Liability Waiver & Assumption of Risk
- Program Handbook

In the event of any inconsistency, the Studio’s governing documents shall prevail.

By registering and completing payment, the Participant (or Parent/Guardian for minors) agrees to the following terms.

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### **1. Program Nature**

The Camp is a structured short-term intensive training program.

Any showcase, stage presentation, filming session, or demonstration included in the program is a supervised educational experience only and is not:

- A competition
- An audition
- A casting event
- A talent selection process
- A guarantee of advancement

Participation does not guarantee:

- Solo stage placement
- Equal spotlight time
- Leadership positioning
- Advancement into other programs
- Competitive team placement
- Representation or performance opportunities

All artistic, instructional, and staging decisions are final.

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## **2. Instruction, Grouping & Curriculum**

Participants may be grouped by age, level, or program needs at the Studio's discretion.

The Studio retains sole and absolute discretion regarding:

- Group placement
- Stage formations
- Line distribution
- Curriculum structure
- Instructor assignment
- Training format
- Rehearsal structure
- Safety adjustments

Instruction may include workshops, drills, choreography, staging practice, conditioning, vocal sessions (if applicable), and performance preparation.

No guarantee is made regarding instructor continuity or teaching format.

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## **3. Attendance, Supervision & Pick-Up**

Supervision begins at the official program start time and ends at the official program end time.

The Studio does not provide supervision before or after scheduled program hours.

Participants must be collected promptly at dismissal.

Late pick-up may result in:

- Additional fees
- Suspension
- Restriction of services
- Termination of enrolment

at the Studio's sole discretion.

Repeated late pick-up may result in dismissal without refund.

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## **4. Conduct & Safety**

Participants must follow all instructor and staff directions at all times.

The Studio may pause, suspend, or terminate participation if a Participant:

- Engages in unsafe behaviour
- Disrupts instruction
- Fails to follow safety protocols
- Exhibits aggressive conduct
- Is unable to safely participate

Removal for conduct or safety reasons does not entitle the Participant to refund, credit, or compensation.

Participants (or Parents/Guardians) may be held financially responsible for intentional or negligent damage to Studio property.

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## **5. Health & Medical Responsibility**

Participants (or Parents/Guardians for minors) confirm that the Participant is physically fit to participate.

The Studio may pause participation if a Participant:

- Appears unwell
- Exhibits symptoms of communicable illness
- Is unable to safely continue

The Studio does not administer medication unless agreed in writing.

All medical costs remain the responsibility of the Participant or Parent/Guardian.

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## **6. Showcase, Presentation & Filming (If Applicable)**

If the Camp includes a showcase, presentation, filming, or stage demonstration:

- Format is determined solely by the Studio
- Structure may be adjusted for safety or operational reasons
- Audience access may be limited
- Recording may be restricted
- The Studio may cancel or reschedule without additional liability

Outfit, arrival, and preparation instructions must be followed as communicated.

The Studio is not responsible for personal styling, makeup, or wardrobe unless expressly stated.

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## **7. Media & Recording**

Studio media capture is governed by the signed Liability Waiver & Media Release.

Parent/guardian recording may be restricted to protect privacy and safety.

Unauthorized live streaming or distribution of footage featuring other Participants is prohibited.

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## **8. Payment & Refund Policy**

- Full payment is required to secure registration
- All payments are final and non-refundable
- No credits for missed sessions
- No refunds for voluntary withdrawal
- No refunds due to illness
- No refunds due to scheduling conflicts

If the Studio cancels the Camp due to minimum enrolment not being met, a full refund will be issued.

If cancellation, interruption, or modification occurs due to circumstances beyond the Studio's reasonable control (including but not limited to weather, government orders, public health events, facility issues, or instructor unavailability), the Studio may reschedule, modify, shorten, or restructure the program at its discretion without additional liability.

The Studio's obligations shall be suspended during such circumstances.

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### **9. No Creation of Ongoing Rights**

Participation in this Camp does not create:

- Ongoing enrolment rights
- Automatic advancement
- Priority placement
- Future program guarantees
- Representation eligibility

Future participation is subject to separate evaluation and agreement.

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### **10. Limitation of Liability**

This Addendum does not limit, replace, or modify the previously signed Liability Waiver & Assumption of Risk.

All inherent risks remain acknowledged and accepted.

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