



## **Dancing Divas (Adult Women) Spring Session 2007**

### **Registration Form**

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

Address \_\_\_\_\_ Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email \_\_\_\_\_

Cellular #: \_\_\_\_\_

Emergency Contact and #: \_\_\_\_\_

### **Session Schedule**

Mondays 7:00 - 8:00 p.m.

March 19 – April 30

\*No class April 16

### **Session Fee**

\$50

Please read, complete and sign an “Enrollment Form and Agreement” (which you can download at [www.groovesdance.com](http://www.groovesdance.com) or complete on the first evening of class) and return with your session fee. And, thank you for becoming a member of GROOVES!

**286 Maple Avenue, Barrington, RI 02806 (401) 245-0094**

**[www.groovesdance.com](http://www.groovesdance.com)**

# Enrollment Form and Agreement



Session Dates: \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_

This Enrollment Form and Agreement sets forth the understanding between you and Grooves regarding your participation in the classes, programs or activities of Grooves. Please print neatly and enter all information requested in the fields below.

## **PARTICIPANT INFORMATION**

Name:

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Address:

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City:

State:

Zip Code:

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Home Phone:

Business or Cell:

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EMAIL\*:

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Emergency contact:

Phone:

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Participant Medical Problems:

(if none, print "NONE")

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*\* Grooves does NOT sell email addresses. Email is the preferred method of contact with Grooves' participants.*

**PAYMENT:** In order to secure your placement in a class, a 50% non-refundable deposit is required at the time of enrollment. Please make checks payable to *Grooves, LLC*. Your space cannot be guaranteed until this deposit is received. Participants are accepted on a first come/first-served basis. If registering on the first night of class, payment in full is required. Enrollment is limited to guarantee an appropriate instructor/participant ratio. There are no deductions, refunds or credits on payments for missed classes.

## **CAUTION: READ BEFORE SIGNING**

IN CONSIDERATION of being accepted to participate in the classes, programs or activities offered by Grooves (a "Program", or the "Programs"), the undersigned hereby enters into this Enrollment Form and Agreement with Grooves as of the date set forth below. As used in this Enrollment Form and Agreement, the terms "I", "my", "me", "you" and "your" refer to Participant. If Participant is a minor, the terms "I", "my", "me", "you" and "your" refer to Participant's parent or legal guardian for him or herself and on behalf of Participant. The term "Grooves" refers to Grooves, LLC and its members, managers, officers, employees and agents, all in their respective capacity and individually, and their respective heirs, licensees, successors, and assigns.

## **Enrollment Form and Agreement**

NOW THEREFORE, in consideration of being accepted as a Participant in a Grooves Program, I, for myself, my personal representatives, assigns, heirs, and beneficiaries acknowledge and agree to the following:

1. I FULLY UNDERSTAND that: (a) Grooves Programs INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, which include but are not limited to, the possibility of sprained muscles and ligaments, broken bones and fatigue, (b) such risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in such activities, the condition in which such activities take place, or the negligence of Grooves, and (c) there may be other risks and losses either not known to me or not readily foreseeable at this time. I FULLY ACCEPT AND ASSUME ALL RISK, CHANCE AND HAZARD, AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in any of the Programs.

2. I HEREBY ACCEPT AND ASSUME ALL RISKS OF INJURY, DAMAGES AND LOSS AS A RESULT OF MY PARTICIPATION IN THE PROGRAMS. I FURTHER COVENANT NOT TO SUE AND HEREBY RELEASE AND DISCHARGE Grooves from all liability, claims, demands, losses or damages, which I may incur as a result of my participation in the Programs, whether caused or alleged to be caused in whole or in part by the negligence of Grooves or otherwise, including negligent rescue operations, and I further agree that if, despite this covenant not to sue and this release and waiver of liability, assumption of risk, and agreement to indemnify, I, or anyone else makes a claim against Grooves relating to my participation in a Program, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS Grooves from and against any litigation expenses, attorney fees, loss, liability, damage, or cost which Grooves may incur as a result of such claim, to the fullest extent permitted by law.

3. I HEREBY GRANT TO GROOVES THE RIGHT TO USE, PUBLISH, BROADCAST, COPY AND DISTRIBUTE my name, likeness or voice, or any material based upon or derived therefrom, in any manner or medium, for purposes of advertising, marketing or publicity. I shall have no right of approval, no claim to compensation, and no claim of any kind whether based on right of publicity, privacy, defamation or otherwise arising out of any such uses.

4. I HEREBY REPRESENT THAT I AM IN SUFFICIENT PHYSICAL CONDITION to perform at a rigorous level of physical activity and that I am not aware of any physical or medical condition that would be aggravated, worsened or otherwise adversely affected or would otherwise restrict or prevent me from participating in any of the Programs. I understand that participation in any of the Programs is strictly voluntary and I freely choose to participate.

5. I understand that in order to participate in the Programs, I must abide by the established rules and codes of conduct established by Grooves. Grooves reserves the right to dismiss me due to my disruption of the program, including but not limited to verbal and physical aggression against Grooves staff or other participants, failure to follow safety or program instructions, and any other disruptive behavior as determined by Grooves' staff in their sole discretion. Such disciplinary dismissal may result in the loss of fees paid.

**Enrollment Form and Agreement**

6. If any illness, injury, or accident occurs which, in the sole judgment of Grooves, requires immediate medical attention, I give consent for Grooves to obtain such emergency treatment. I understand that the cost of any medical care deemed necessary for the treatment of any such emergency is my responsibility, and that Grooves is not obligated to pay for such medical care.

7. Any part, provision, acknowledgment or agreement of this Enrollment Form and Agreement which is prohibited or which is held to be void or unenforceable under applicable law shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. This Enrollment Form and Agreement shall be construed and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with the laws of the State of Rhode Island, without reference to principles of conflicts of law thereof.

8. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation hereunder, shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation hereunder.

9. No term or provision of this Enrollment Form and Agreement may be waived or modified unless such waiver or modification is in writing and signed by an authorized representative of Grooves. This Enrollment Form and Agreement constitutes the entire understanding between the parties hereto with respect to the transactions contemplated herein.

10. I understand and agree that the terms of this Enrollment Form and Agreement are contractual and not a mere recital.

IN WITNESS WHEREOF, the undersigned, having read the foregoing Enrollment Form and Agreement carefully, and knowing and understanding the contents thereof, signs the same as my own free act and deed on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Accepted by Grooves:

PARTICIPANT:

\_\_\_\_\_

\_\_\_\_\_

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