



Please review these policies carefully as the following terms of enrolment govern your payment and enrolment at Pennsylvania Pole Academy. In consideration for being permitted to participate in pole dancing and any other activities conducted by the Pennsylvania Pole Academy. I the undersigned, understand, acknowledge, and agree that:

#### **PAYMENT AND REFUND POLICY**

Your payment at the Pennsylvania Pole Academy and or the signing of this agreement constitutes your agreement that these policies apply, so be certain you understand them before you pay or enroll.

The Pennsylvania Pole Academy does not offer refunds.

#### **CANCELLATION**

The Pennsylvania Pole Academy reserves the right to change or cancel a class up to and including the date of the class if sufficient booking has not been received. In the event of a class or course being cancelled or altered every effort will be made to avoid inconvenience. The Pennsylvania Pole Academy has a ten (10) hour cancellation policy. If the customer cancels a class within this window or does not show for a scheduled class, a \$15.00 late fee will be charged. In the event a member would like to cancel an unlimited monthly membership, the Pennsylvania Pole Academy required written notice thirty (30) days prior to the desired canceled date.

#### **RELEASE AND WAIVER OF LIABILITY**

Pole Dancing is a dangerous activity. I understand, acknowledge and agree that pole dancing is a dangerous activity and as such, has inherent dangers and risks, including risk of injury or death. I further acknowledge and agree that due to the nature of pole dancing, it would be unreasonable for the Pennsylvania Pole Academy to be in anyway responsible for any injury of any kind or death, and I hereby, to the full extent permitted by law, waive all legal rights of action against and fully releases the Pennsylvania Pole Academy, its directors, instructors, employees, agents, contractors, landlords, leases and franchisees for the loss, damages, or injury how so ever arising out of or in relation to the participation by myself in the activities conducted or organized by the Pennsylvania Pole Academy including without limitation, liability for any negligent or tortious act or omission, breach of duty, breach of contract or breach of statutory duty on the part of the Pennsylvania Pole Academy or related parties.

I understand and acknowledge the dangers associated with the consumption of alcohol or any mind altering drugs before and during the activity and I take full responsibility for any injury, loss or damage associated with their consumption.

I agree that participating in any activity organized or conducted by the Pennsylvania Pole Academy is only allowed on the distinct understanding that I do so at my own risk.

#### **CONDUCT**

I agree to follow the directions of the instructor and that any misconduct or refusal by me to follow any direction of the instructor can result in the cancellation of my lesson and my immediate removal from the class. I understand that any such non-compliance may result in injury of any kind whatsoever as a result of my failure to comply.

#### **HEALTH**

I acknowledge I have been advised to consult with my physician with respect to any past or present injury, illness, pregnancy or any health-related condition or any kind whatsoever that may affect my participation and ability to participate in the program. I acknowledge that I have discussed the

appropriateness of the pole dancing program in connection with any illness or condition that I have or have had with my physician, and that I knowingly execute this release from liability and negligence.

I acknowledge that the Pennsylvania Pole Academy does not recommend that pregnant women participate in pole dancing.

**THE ACADEMY RENTAL SPACE**

The U.S. Environmental Protection Agency (EPA) has been working with the owner of the building where the Pennsylvania Pole Academy is located to remove soil near the building which was contaminated by certain chemicals many years ago. This condition can affect the air in the building. The EPA has installed special equipment to measure and filter the air in portions of the premises. The air quality is measured periodically by the EPA and reports are available upon request. We wish to advise you of this information, and you acknowledge that you understand and

**EFFECT OF THIS DOCUMENT**

I have had sufficient opportunity to read this entire agreement and fully understand its terms and sign it freely and voluntarily without inducement of any kind.

**ASSUMPTION OF RISK, WAIVER, AND RELEASE OF LIABILITY**

I understand and acknowledge that COVID-19 is a global pandemic. On March 13, 2020, the President of the United States declared that the outbreak of COVID-19 in the United States constitutes a national emergency. The Governor of the State of Pennsylvania also declared a State of Emergency in the State of Pennsylvania because of COVID-19. I understand and acknowledge that COVID-19 is a public health risk, and that The Pennsylvania Pole Academy cannot guarantee my safety or immunity from infection. There is no known vaccination for COVID-19. The mode by which COVID-19 is transmitted or how long it remains on surfaces is not entirely known. With full appreciation of these facts, I voluntarily agree to attend and/or participate at The Pennsylvania Pole Academy. I knowingly and voluntarily assume all risks including but not limited to, the risk of illness, death, bodily injury, disability, or exposure/ infection with COVID-19. With full understanding of the aforementioned risks, I knowingly and voluntarily waive and release The Pennsylvania Pole Academy, LLC, its owners, employees, affiliates, and insurance company from all present and future claims of any type for any harm or loss, including but not limited to: direct, indirect, special, consequential, punitive damages, economic loss, personal injury, disease, death, or property damage suffered by me and my family. I agree to indemnify, hold harmless, and covenant not to sue The Pennsylvania Pole Academy, LLC, its owners, employees, affiliates, and insurance company for any personal injury, death, medical expenses, disability, loss of capacity, property damage, court costs, attorney's fees, or other losses suffered by me or my family. By my signature below, I certify that I have read and fully understand this waiver/release and understand that it affects my legal rights. I understand and acknowledge that this waiver/ release shall be binding on me, my heirs, family, estate, representatives, and assigns.

**DATE** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

**PRINT NAME** \_\_\_\_\_

**PHONE NUMBER** \_\_\_\_\_

**EMAIL** \_\_\_\_\_