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## **TERMS AND CONDITIONS**

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### PART I SUBSCRIPTIONS

#### THIS AGREEMENT BECOMES ACTIVE THE DAY I SUBMIT MY FIRST PAYMENT

#### AUTOMATED BILLING AUTHORIZATION

To enjoy and preserve your subscription, I authorized Dardo Galletto Studios to charged my credit card on file the amount of **\$110 dollars, AUTOMATICALLY, each and every month until the termination of this agreement on 12/31/20.** I fully understand that ONE payment covers all the Tango Classes of ONE month. I fully understand that the month belonging to the day my payment is submitted pays for all the Tango Classes of that same month. For example, Payments submitted on October 3rd of the year 2020 pays for all the Tango Classes happening in October of the year 2020.

#### **CANCELLATION FEE: \$50**

I agree to pay \$50 If I wish to terminate this agreement before 12/31/20. I understand that cancelation notice should be sent **30 days in advance**. By sending my notice 30 days in advance I give Dardo Galletto Studios enough time to cancel my subscription before being billed the following month. I **understand that no termination notices will be accepted until I pay the cancelation fee.** I acknowledge that Dardo Galletto Studios will ultimately decide the exact month the agreement terminates. If I attend classes in the same month I decide to terminate this agreement, I agree to pay the monthly subscription bill in addition to the cancelation fee. If I did not attend any classes on the month I email my termination notice I acknowledge that my monthly bill may be refunded. I fully understand that refunds of any kind are not guaranteed. **To terminate this agreement I will email dardogallettostudios@gmail.com 30 days in advance or as soon as possible.** 

## **REQUEST TO FREEZE SUBSCRIPTION**

If I am not able to attend classes for more than a month but would like to preserve my discounted rate agreement I acknowledge my ability to freeze my subscription for \$25 per month. By doing so I can avoid paying the full amount of \$110 and still preserve my subscription. I fully understand that I cannot attend any class if my subscription is frozen. I agree to pay Dardo Galletto Studios the full online discount rate of \$110 before starting attending classes again. To freeze and unfreeze the subscription I should email <u>dardogallettostudios@gmail.com</u>.

## NO REFUNDS REGARDLESS OF LACK OF ATTENDANCE OR CANCELED CLASSES:

I understand that all payments submitted to Dardo Galletto Studios are not refundable. No refund will be granted for any months I have not attended and classes that have been canceled.

#### **TERMINATION**

I allow Dardo Galletto Studios to terminate this agreement any time and for any reason. The default and automatic termination date of this agreement is 12/31/20.

# **PART II** PRIVATE AND GROUP CLASSES

-I FULLY UNDERSTAND THAT I HAVE ONLY 30 DAYS AFTER MY PURCHASE TO BOOK ALL MY PRIVATE CLASSES AND ATTEND ALL PURCHASED GROUP CLASSES. -NO REFUNDS ANY TIME AND FOR ANY GIVEN REASON. -AFTER YOU PURCHASE YOUR PRIVATE CLASSES EMAIL US TO BOOK YOUR APPOINTMENT AS SOON AS POSSIBLE: <u>dardogallettostudios@gmail.com</u>.

# **PART III** MODEL RELEASE

I hereby grant to DARDO GALLETTO STUDIOS INC'S PHOTOGRAPHERS AND FILMMAKERS ("the Photographers"), and his legal representatives and assigns, the irrevocable and unrestricted right to use and publish any and all photographs, still or moving, of me, or in which I may be included, for editorial, trade, advertising, licensing and any other purpose and in any manner and medium, whether now known or hereafter created; and to alter and composite the same without restriction and without my inspection or approval. I, however, acknowledge that the Photographers are under no obligation to use or publish said photographs and videos. I hereby release the Photographers and his legal representatives and assigns from all claims and liability relating to said photographs and videos and I agree that there are to be no fees, commissions or royalties paid to me for the use of my likeness. I hereby warrant that I am at least 18 years of age and have the full legal capacity to execute this release. This release shall be binding upon me and my heirs, legal representatives and assigns.

# PART IV WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while attending Private Classes, Group Classes, and Performances (the "Activities"), and as consideration for the right to participate in the Activities, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activities, and do hereby release and forever discharge DARDO GALLETTO STUDIOS INC., located at 151 W 46TH ST 11TH FL, their affiliates, president, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, board members, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economic or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activities, including traveling to and from an event related to this Activities.

I am voluntarily participating in the aforementioned Activities and I am participating in the Activities

entirely at my own risk. I am aware of the risks associated with traveling to and from as well as participating in this Activities, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the Activities' location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activities, including travel to, from and during this Activities.

I agree to indemnify and hold harmless DARDO GALLETTO STUDIOS INC. against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If DARDO GALLETTO STUDIOS INC incurs any of these types of expenses, I agree to reimburse DARDO GALLETTO STUDIOS INC.

I acknowledge that DARDO GALLETTO STUDIOS INC. and their president, board of directors, officers, volunteers, representatives, and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of DARDO GALLETTO STUDIOS INC.

I acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

I acknowledge that I have carefully read this "waiver and release" and fully understand that it is a release of liability. I expressly agree to release and discharge DARDO GALLETTO STUDIOS INC. and all of its affiliates, president, board of directors, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against DARDO GALLETTO STUDIOS INC. for personal injury or property damage.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of DARDO GALLETTO STUDIOS INC., its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the MYSELF and DARDO

GALLETTO STUDIOS INC agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

I, the undersigned participant, affirm that I am of the age of 18 years or older and that I am freely agreeing to this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.