

THE SALSA CENTER TERMS & CONDITIONS STUDENT MEMBERSHIP/VISITORS
Updated Dec 1, 2018

AGREEMENT THIS STUDENT MEMBERSHIP/VISITORS AGREEMENT AND TERMS & CONDITIONS (hereinafter referred to collectively as the “Agreement”) is made and entered into as of the date that the Agreement is signed and executed, between the undersigned STUDENT (hereinafter referred to as the STUDENT) and THE SALSA CENTER, LLC (hereinafter referred to as THE SALSA CENTER or TSC). This Agreement and the covenants and clauses set forth herein shall be deemed retroactive and applicable as of the first date that the STUDENT attended a TSC event and a relationship was formed between the STUDENT and TSC. In consideration of the covenants and conditions hereinafter set forth, TSC and the STUDENT agree as follows: **RIGHTS & RESPONSIBILITIES**

1. TSC shall provide STUDENTS with dance instruction.
2. TSC reserves the exclusive right in its sole discretion to advance the STUDENT through the various levels of dance lessons based on the instructor evaluations of the STUDENT’S personal advancement and ability to perform the dance moves taught in the syllabus.
3. TSC reserves the exclusive right AND in its sole discretion (without notice) to change the: pricing pertaining to dance lessons, workshops and/or events; syllabus pertaining to dance lessons, workshops and/or events; venue where dance lessons, workshops and/or events are offered; times and dates when lessons, workshops and/or events are offered; and terms and conditions set forth herein without notice to the STUDENT.
4. TSC reserves the exclusive right in its sole discretion to revoke the STUDENT’S membership without refund for inappropriate behavior or a violation of the terms and conditions set forth herein.
5. TSC does not provide any guarantees as to the quality of services rendered or the STUDENT’S satisfaction.
6. STUDENT acknowledges that all funds paid to TSC are **NONREFUNDABLE** and earned upon receipt. **STUDENT is not entitled to a refund for cancellations of workshops or events, or due to changes as outlined herein.**

Reporting

1. An Independent Contractor (hereinafter referred to as an “IC”) acting as dance instructor on behalf of TSC shall verbally report to an officer or agent of TSC on a class-by-class basis as to the status of the STUDENT’S progress through the various levels of dance lessons. TSC reserves the exclusive right in its sole discretion to veto the report of any IC.
2. STUDENT agrees to immediately report to an officer of TSC any dangerous conditions or inappropriate behavior on the part of a STUDENT, participant or IC. The terms of this Agreement shall commence on the date executed, and shall apply retroactively to the date of the STUDENT’S first lesson. The company TSC may in its sole discretion terminate or change the terms and conditions of this Agreement at anytime without notice to STUDENT. This Agreement to render services by TSC to STUDENT may be terminated at any time and in the sole discretion of TSC and without further obligation to the STUDENT in the event that TSC deems that the STUDENT has acted inappropriately and/or that STUDENT has violated the terms and conditions of this Agreement as set forth herein. Termination of this Agreement or termination of services shall not affect the provisions of the **NON COMPETE, NON-SOLICIT and NON-RECRUIT** clauses contained herein, or any other applicable provision hereof, which shall survive any termination. STUDENT agrees to pay TSC for a Membership which allows the STUDENT access to instructional dance lessons taught by TSC instructors or an IC under the terms and conditions of this Agreement.

PRICING: The pricing on the THE SALSA CENTER'S program is subject to change in TSC's sole discretion. **NON TRANSFERABLE:** memberships are non transferable and STUDENT balances may not be transferred to another account. Memberships are for the sole use of the person whom they were purchased for originally. **NONREFUNDABLE:** Fees paid to TSC for prepaid memberships, packages, private lessons, workshops or otherwise are nonrefundable and earned upon receipt, even if membership are revoked or cancelled.

CANCELLATION: Member must cancel enrollment for workshop reservations or private lesson appointments 24 hours in advance or agrees to forfeit payment. Workshop reservations, private lesson reservations and all sales are final. TSC does not provide parking. TSC is not responsible for parking and no-shows for appointments due to parking problems, dinner running late or any other reason. Please come early to allow time for parking and check-in to your classes. **REVOCABLE:** TSC reserves the right in its sole discretion and without notice to the STUDENT to revoke a STUDENT'S membership for breaching the terms and conditions of this Agreement or for behavior that TSC deems inappropriate.

PENALTIES: Member will be charged a late fee of \$35 for any payment declined or returned for insufficient funds or any other reason. In the event of a Chargebacks or Stop Payment, STUDENT shall be liable to TSC for treble damages for the amounts charged back or where payment was stopped, in addition to attorneys' fees and court costs in enforcing this Agreement. TSC shall also be entitled to all other applicable forms of recovery under applicable law.

PERSONAL EFFECTS: THE SALSA CENTER is not responsible for personal belongings under any circumstances.

LIABILITY WAIVER: the STUDENT acknowledges that TSC programs involve an inherent risk of physical injury and assumes full responsibility for participation waiving any claim or right of action against TSC including loss, claims, expenses, liabilities, damages or legal fees incurred by the STUDENT or to STUDENT'S property.

POLICY CHANGE: TSC reserves the right in its sole discretion to change the above policies without notice, which does not entitle the STUDENT to a refund under any circumstances.

ACKNOWLEDGMENT: By signing this Agreement, STUDENT agrees that purchases of classes, packages, workshops, events, private lessons or memberships are governed by the terms and conditions herein, in addition to any terms and conditions which may be added from time-to-time by TSC without any obligation of notice to STUDENT. These additional terms shall be listed on THE SALSA CENTER's website and STUDENT acknowledges that they agree to these added terms and that they have a continuing obligation to stay abreast of changes in said added terms.

PROMOTIONS: 1 promotion per new customer unless otherwise stated.

CLASS RULES & LEVELS:

Class Rules: Dancing is fun at THE SALSA CENTER. However, There is always a set of rules to follow in any social environment and all students will benefit equally. Be on time. Each time you join a class already in progress, the class is interrupted and the instructor has to start over to catch you up. Keep in mind that you are part of a group, and a group needs to work together. You are paying for the class and so are others.

*If you are late, you will need to refrain from asking questions of new material missed due to your tardiness. Respect your classmates and your instructor. Pay attention when he or she is

teaching. Please do not play or text on your cell phone. Don't sit down or wander around the room. Actively participate and get the most out of your class. If for some reason you cannot continue, quietly excuse yourself and leave and go to the side. Do not talk and distract other students still participating in the class. When you go back to the class enter quietly and resume.

Levels: We have a level system at The Salsa Center. We will start each class with a warm-up song. In the first song, the instructors will call steps from all of the lower levels back to back to see if their students are in the right level. The instructor will observe and evaluate the progress of each student during this song. When the song ends, the instructor will make necessary adjustments to his or her level and let each student know where to go. If you need individual help, the instructors are always available for questions, either after class or during practice periods.

Energy: Dance with a smile and lots of energy. The group will feed off of everyone's enthusiasm.

REGISTRATION FOR NON MEMBERS (Drop-ins, guests and first timers) Drop-ins, guests and first timers will be required to sign a registration and liability waiver prior to taking class at THE SALSA CENTER. Each level has specific steps and turns assigned to it. Your instructor may recommend that you stay in the current level until you master everything on that level's syllabus. Instructors will let you know when you are ready to progress to the next level.

RELEASE AND WAIVER OF ROYALTIES AND CLAIMS: PHOTOS, VIDEOS, RECORDINGS & IMAGES of STUDENT hereby gives THE SALSA CENTER, its assigns, licensees and legal representatives the irrevocable right to use STUDENT'S name, photograph, image, audio recording, video recording, and likeness ("My Image") in all forms and manner including but not limited to publication on Internet Web Sites, broadcasts and any other publications or videos as released to or by THE SALSA CENTER. STUDENT understands that THE SALSA CENTER cannot control unauthorized use of My Image by persons not associated with THE SALSA CENTER once My Image has been published. STUDENT hereby forever waives any right to inspect or approve any publication of My Image by THE SALSA CENTER. STUDENT has carefully reviewed and understands the above provisions and agrees to be bound by them. STUDENT voluntarily and irrevocably gives his/her consent and agrees to this Release and Waiver. STUDENT further waives any right to any compensation or royalties for the use of these images by THE SALSA CENTER. STUDENT also waives any invasion of privacy claims and/or any and all claims for damages associated with My Image being published publicly. As provided above, this Agreement and the covenants and clauses set forth herein shall be deemed retroactive and applicable as of the first date that a relationship was formed between the STUDENT and TSC (i.e., as of the first date the student attended a lesson, event, workshop, or function of TSC). As such, this release and waiver of royalties and claims as to photos, videos, recordings and images shall be deemed a retroactive waiver. I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers, and assigns.

ACCIDENT WAIVER & LIABILITY RELEASE I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN THIS TSC EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released (TSC), from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. I certify that I am physically fit, have sufficiently prepared or trained for participation in the activity or event, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity or event. I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders (TSC), sponsors, and organizers of the activity or event in which I may participate, and that it will govern my actions and responsibilities at said activity or event. In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: (A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: TSC and/or their directors, officers, employees, volunteers, representatives, and agents, the activity or event holders, the venue, activity or event sponsors, activity or event volunteers or any and all IC instructors or participants; (B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity or event, whether caused by the negligence of release or otherwise. I acknowledge that TSC and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of TSC. I acknowledge that this activity or event 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, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event, and lack of hydration. These risks are not only inherent to participants, but are also present for volunteers. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity or event. The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. HOLD HARMLESS I, as a STUDENT, agree to indemnify, defend, and hold harmless TSC and its officers, directors, agents, and employees from and against any and all demands, claims, and damages to persons or property, losses and liabilities, including reasonable attorney's fees, arising out of or caused by my negligence or willful misconduct.

NON-SOLICIT I, as a STUDENT/INSTRUCTOR/IC/PERFORMER of THE SALSA CENTER, shall not, during this Agreement or during the applicable restricted period thereafter (in

accordance with the NON-COMPETE clause herein) , either directly or indirectly, call on, solicit, or take away, or attempt to call on, solicit, or take away, any of the customers, venues, instructors or other independent contractors of TSC on whom I became acquainted with during the terms of this Agreement, either for my own benefit, or for the benefit of any other person, firm, corporation or organization. NON-RECRUIT I, as a STUDENT/INSTRUCTOR/IC/PERFORMER of THE SALSA CENTER, shall not, during this Agreement or during the applicable restricted period thereafter (in accordance with the NON-COMPETE clause herein), either directly or indirectly, recruit any of TSC's customers or students, venues, employees, instructors or other independent contractors, for the purpose of outside business in direct or indirect competition with TSC's core business or events. NON-COMPETE FOR GOOD CONSIDERATION, and in consideration for being allowed to take lessons or participate in an event hosted by TSC, I, as a STUDENT/INSTRUCTOR/IC/PERFORMER the undersigned, hereby agree that during my relationship with TSC, i.e., during my participation in TSC events and/or workshops, I shall NOT COMPETE with the business of the company TSC, or its successors or assigns. The term non-compete or not compete as used in this agreement means that I shall not directly or indirectly engage in acts that would be harmful to TSC's core business. I shall not engage in any competitive acts that may work towards the economic detriment of TSC. I shall not promote competing events or venues, nor shall I work for other similar dance venues or events during the pendency of my relationship with TSC. And, as a former or current TSC performance member, I shall not perform for any other business, event or reason if not approved by the owners of The Salsa Center. This non-compete agreement shall remain in full force and effect during the term of the STUDENT'S relationship with TSC. This applicability of this non-compete agreement shall be restricted to actions taken during TSC events or workshops, or actions taken outside of these TSC events that would deteriorate TSC's client-base or work towards the economic detriment of TSC. SEVERABILITY In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable. NO ORAL AGREEMENTS The parties agree that this Agreement constitutes the entire agreement of the parties, that this Agreement supersedes any prior understandings or agreements between them, and that there are no representations, warranties, or oral agreements other than those expressly set forth herein. NO WAIVER OF BREACH The failure of a party to insist on strict performance of any provision of this Agreement shall not be construed to constitute a waiver of a breach of any other provision or of a subsequent breach of the same provision. APPLICABLE LAW, CONSENT TO JURISDICTION & FORUM SELECTION This Agreement in its entirety shall be construed under the laws of the State of KENTUCKY. The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State and Federal courts located in the County of FAYETTE, State of KENTUCKY. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby

precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the County of FAYETTE, State of Kentucky shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement. Each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this paragraph by registered or certified mail, return receipt requested, postage prepaid, to its address for the giving of notices as set forth in this Agreement. Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law. **TRADEMARK & COPYRIGHT** All logos and materials included in this website including these Terms and Conditions are bound by copyright and trademark laws and cannot be used or copied. PLEASE NOTE THAT The Terms are subject to change by THE SALSA CENTER in its sole discretion at any time. When changes are made, THE SALSA CENTER will make a new copy of the Terms of Use available at the Website and any new Supplemental Terms will be made available from within, or through, the affected Service on the Website. We will also update the "Last Updated" date at the top of these Terms of Use. If we make any material changes, and you have registered to use the Services, we will also send an email to you at the last e-mail address you provided to us pursuant to these Terms. Any changes to these Terms will be effective immediately for new Users of the Website or Services. THE SALSA CENTER may require you to provide consent to the updated Terms in a specified manner before further use of the Website or the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Website and/or the Services. Otherwise, your continued use of the Website and/or Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT TERMS.