

ADEDANCE ARTISTIC AND AERIAL PRODUCTIONS – AERIAL AND STRETCH CLASS AGREEMENT

This Agreement is made by and between the **Client** and Adedance Artistic & Aerial productions Pte. Ltd. (UEN: 201438002E), registered at 48 Jalan Kechubong, Singapore 799408 (hereinafter "**Adedance Aerial**"), for classes and training at the following locations:

- Oxley Biz Hub 65 Ubi Road 1, 01-94, Singapore 408729
- 48 Jalan Kechubong, Singapore 799408
- 231 Hougang St 21, 08-330, Singapore 530231

The Client purchases and Adedance Aerial agrees to provide aerial and stretch sessions with Adedance Aerial instructors (hereinafter the "**Instructor**"). All sessions shall be non-refundable and all remaining unused sessions shall expire in accordance with the date set at the time of purchase. A different Instructor may be assigned to the Client's scheduled classes/sessions at any time at the sole discretion of Adedance Aerial. The Client shall not assign this Agreement or any session to any other person.

The Client acknowledges and agrees that Adedance Aerial and the Instructor are not medical professionals and are without expertise to diagnose or treat medical conditions or impairments.

The Client certifies that:

1. He / She is physically capable of participating in a strength, flexibility and aerobic training exercise program and using the equipment associated with such training; and
2. He / She has either (a) had a physical examination and been given a physician's permission to participate in this exercise program; or (b) decided to participate in this exercise program without the approval of a physician.

The Client agrees to promptly and fully disclose to Adedance Aerial and the Instructor any condition, impairment or injury which may have a deleterious effect on or be impacted by the exercise program. The Client understands that he / she has the complete right to stop or decrease exercise at any time during a session and that it is his / her obligation to inform the Instructor of any symptoms such as fatigue, shortness of breath or chest discomfort.

The Client acknowledges and agrees that the exercise program will involve physical activity and the use of certain equipment, which may present a risk of injury or even death. The Client voluntarily agrees to participate in these activities and to assume all risk of personal injury, death and property damage resulting from such activities or use of equipment or public or private facilities. The Client agrees on behalf of him / herself and his / her personal representatives or heirs to release and discharge Adedance Aerial and the Instructor and their agents, representatives, successors and assigns from any and all claims or causes of actions (known and unknown) arising out of the exercise program.

No implied warranties or representations are made other than those expressly contained herein and this document contains all of the terms of the agreement between the parties. The Client acknowledges and agrees that results will differ depending on various factors including without limitation body type, nutrition, etc. and no guarantees of results are possible.

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CANCELLATION - DROP-IN CLASSES

The client may cancel a drop-in or self-practice class with a minimum of 12 hours' notice.

If the cancellation happens with less than 12 hours' notice, the payment or credit used for the booking will not be refunded.

CANCELLATION - COURSES

Once the Client has signed up for a course it is not refundable.

If the client wishes to change to a different course at a different day and/or time-slot, there will be an admin fee of \$25.

NB: Changing course day/time is only possible if there are available slots in the desired course.

If the client is unable to find a suitable alternative course, the value of their course will be converted into drop-in class credits.

If the client is unable to continue with their course due to injury or other medical reasons, the remaining classes will be converted into drop-in class credits.

COURSES & MAKE-UP CLASSES

The Client may miss a maximum of two (2) classes from a course package. These can be replaced with make-up classes (stretch, aerial drop-in or aerial/contortion course of the same grade) if the class is:

- a) missed because of an emergency/illness
- b) missed with prior arrangement and communication with the studio (minimum 72 hours notice).

Any make-up classes (for missed course classes) must be undertaken within the same term. If the class missed is the last class of the term, the make-up should be undertaken prior to the class or within 1 week maximum (this week 8 make-up should be just the showcase performance, not learning new choreography).

EXTENSION OF CREDIT PACKS

The Client may extend their expiring class credit packages with a payment of \$7 per remaining credit.

A 1 week extension to the expiry date will be added per credit.

AGREEMENT & ACKNOWLEDGEMENT

The Client declares that he / she has read, understands and agrees to the contents of this Agreement in its entirety. The Client acknowledges and agrees that this Agreement is intended to be as broad and inclusive as permitted by the laws of the Republic of Singapore and acknowledges and agrees that if any portion is held invalid, the remainder will continue in full force and effect.

THE CLIENT CERTIFIES THAT THEY HAVE READ THIS DOCUMENT AND THEY FULLY UNDERSTAND ITS CONTENT. THEY ARE AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THEY AGREE TO IT OF THEIR OWN FREE WILL.

THIS IS ACKNOWLEDGED BY ACCEPTING THESE TERMS AND CONDITIONS IN THE MINDBODY APP/WEBSITE.