

## **Terms of Use - Participation in Online Classes**

By allowing your child to participate in our online dance classes you agree that you have read and understood these terms and conditions and agree to be bound by them.

### **Risk Warnings and Disclaimers**

1. You acknowledge and agree that there are patent and obvious risks in undertaking dance classes at home. You acknowledge and agree you will undertake a risk assessment of the area within which your child will undertake the dance class. Your child may be at risk of death or personal injury including broken bones, soft tissue injuries (including injuries to muscles, tendons, ligaments, fascia (connective tissue), nerves, fibrous tissue and blood vessels), joint injuries, heart, lung and breathing problems (and aggravating a pre-existing condition or injury) due to:
  - a. known or unknown health problems or previous injuries;
  - b. pregnancy;
  - c. engaging in activity which is too strenuous for your child's level of fitness and health;
  - d. tripping or slipping – including over fitness equipment or other items at home; and
  - e. attempting an activity which is beyond your child's exercise capability.
2. You understand that online dance classes are not individually tailored to your child's personal circumstances and you must seek advice from your medical practitioner if your child has any injuries or illnesses before allowing participation in the class.

### **Warranties (by Parent/Caregiver)**

3. You represent and warrant to Ann Roberts School of Dance that:
  - a. you have sought and obtained advice from your child's medical practitioner before commencing an online dance class supplied by us; and
  - b. you will ensure your child exercises/dances in a place which is safe and suitable for the participation in online classes; and
  - c. you will abide by these terms and conditions at all times.

### **Limitation/exclusion of liability**

4. Parents/caregivers acknowledge and agree that Ann Roberts School of Dance excludes all liability to their students to the maximum extent permitted by law.
5. All implied terms, conditions, warranties, rights or other additional obligations that can be lawfully excluded are excluded from this agreement. In particular, we are not liable for:
  - a. negligence or fault of supervising parents/caregivers of students participating in online classes from home;
  - b. the acts or omissions of a third party unconnected with the online classes by Ann Roberts School of Dance;
  - c. any defect in or complaint about the quality, suitability or availability of the online classes;
6. Parents/caregivers of students agree and accept that the entire risk arising out of your child's use of the online classes remains solely with you (the parents/caregiver) to the maximum extent permitted by law.
7. Ann Roberts School of Dance will not be liable for an indirect, incidental or consequential damage including personal injury, death or property damage in connection with or referable to the student's participation in the online classes.

### **Intellectual Property**

8. You must not copy, reproduce, republish, disassemble, decompile, reverse engineer, download, post, broadcast, transmit, make available to the public, or otherwise use Ann Roberts School of Dance content in any way except for your child to undertake dance class for his/her own personal, non-commercial use. You also agree not to adapt, alter or create a derivative work from any Ann Roberts School of Dance content except for your own personal, non-commercial use. Any other use of Ann Roberts School of Dance content requires the prior written permission of Ann Roberts School of Dance Pty Ltd.