



HYFIDELITY PTY LTD

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INDEMNITY AGREEMENT

Please read and agree to indemnity agreement below.

‘DANCE INSTRUCTION PROVIDER’ means HyFidelity Ltd ACN trading as HyFidelity Dance, the Director, the Instructors and any of its associated entities.

‘DANCE INSTRUCTION LOCATION’ means any location deemed by HyFidelity Pty Ltd ACN trading as HyFidelity Dance, the Director’s, the instructors and any of its associated entities to be fit and proper training, teaching, rehearsal or performance venue and includes but is not limited to HYFIDELITY DANCE HEAD located at unit 2/19 Expansion Street, Molendinar.

‘DANCE INSTRUCTION’ means physical movement instruction that may include but is not limited to dance movements in any style, gymnastic movements or other movements which HyFidelity Pty Ltd ACN trading as HyFidelity Dance, the Director, the Instructors and any of its associated entities may deem to be included in the curriculum.

‘PARENT/GUARDIAN’ means the person with legal standing to act in the capacity of a Parent and to lawfully provide consent for enrolling Pupil to undertake Dance Instruction from the Dance Provider.

‘PUPIL’ means a formal enrolled student of HyFidelity Pty Ltd ACN trading as HyFidelity Dance, the Director, the Instructors and any of its associated entities and does not extend to third parties who may from time to time be present at the Dance Instruction location.

The Parent/Guardian consents to the pupil receiving physical movement instruction from HyFidelity Pty Ltd ACN trading as HyFidelity Dance and warrants that the Parent/Guardian is not aware of any health or other reason, which would make it inadvisable for the pupil to receive such instruction and undertakes to advise the Dance Instruction Provider in writing immediately any such reason, comes to the Parent/Guardian notice. Failure to provide written notification to the Dance Instruction Provider will be considered appropriate grounds to immediately terminate the Pupil’s participation in Dance Instruction provided by the Dance Instruction Provider and may result in termination of the Pupil’s enrolment with the Dance Instruction Provider.

The Parent/Guardian acknowledges that it is their sole responsibility to convey the Pupil to and from the Dance Instruction Location and acknowledges that the Dance Instruction Provider will only supervise the Pupil whilst in the confines of the Dance Location in which the Dance Instruction is to take place.

The Parent/Guardian acknowledges that the Dance Instruction Provider will only supervise the Pupil at the Dance Instruction Location during scheduled dance instruction time as notified to the Parent/Guardian not less than (1) week prior to the day on which the Dance Instruction is scheduled and that the Pupil receives Dance Instruction from the Dance instruction Provider at the risk of the Parent/Guardian.

The Parent/Guardian indemnifies, releases, and discharges the Dance Instruction Provider from and against all actions, proceedings, claims, demands, costs, losses, damages and expenses which may be brought against or made upon the Dance Instruction provider or which the Dance Instruction provider may pay, sustain, or be put to by reason of, or in consequence of, or in connection with the provision of Dance Instruction to the Pupil.

The Parent/Guardian gives permission and authorisation for the Dance Instruction Provider, its Director, the Instructors, and all other associated entities to use any still or moving photography and/or footage of the enrolled Pupil, taken whilst being provided with Dance Instruction from the Dance Instruction Provider, used for but not limited to marketing and advertising, display and promotion areas.

The Parent/Guardian, by executing their signature below, acknowledges that they have read and understood the terms of enrolment of the Pupil for Dance Instruction with the Dance Instruction Provider including this Indemnity Agreement.

AGREEMENT TO HYFIDELITY ENROLMENT TERMS

By accepting the above terms and conditions, you agree to follow all HyFidelity procedures, policies, and guidelines (within reason).

I acknowledge that the nature and format of dance classes at HyFidelity may evolve in response to government-mandated restrictions and health advice. I understand that HyFidelity is committed to regularly reviewing and updating its policies to remain in alignment with official requirements. HyFidelity will continue to implement and maintain practices designed to ensure the safety, health, and education of its students under all circumstances.