



## Professional Services Agreement

This Professional Services Agreement ("Agreement") is between, iCan Shine, Inc., ("Shine"), with a business mailing address of P.O. Box 541 Paoli, PA 19301, and \_\_\_\_\_, an \_\_\_\_\_ with an address of \_\_\_\_\_ ("Host").

In consideration of the Terms and Conditions set forth in this Agreement, Exhibit and invoices attached hereto, Shine and Host agree that duly authorized representatives as of the date below execute this Agreement.

### AGREED BY:

#### Host

Sign: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

#### Shine

Sign: *Jeff Sullivan*  
Name: Jeffrey Sullivan  
Title: Director of Finance &  
Administration  
Date: 2/22/19

**PLEASE MAIL THIS SIGNED SIGNATURE PAGE ONLY, ALONG WITH DEPOSIT, TO ICAN SHINE, INC AT P.O. BOX 541 PAOLI, PA 19301.**

## I. DEFINITIONS

**The following additional defined terms will have the meanings set forth below:**

1. "Camp" or "iCan Dance Camp" means the weeklong iCan Dance program offered and operated through a collaborative effort between the Host and Shine, including all defined terms, related activities, and obligations described herein.
2. "Camp Booking Form" means Shine's standard excel spreadsheet, completed and submitted by Host, including details necessary to consummating this Agreement.
3. "Camp Director" is the responsible adult person(s) provided by Host that coordinate with Shine during, and (when possible) before, the Camp in the provision of Services under this Agreement. The Camp Director (a full-time role that may be fulfilled by more than one person) may or may not be involved in helping the Host plan and administer the Camp beyond what is required to coordinate with Shine during the weeklong Camp.
4. "Facility" means the local venue utilized to accommodate the Camp, procured by Host, that includes, but is not limited to, the Dance area and parent and volunteer orientation space, including chairs, projector and projection screen.
5. "Intellectual Property" means Shine's techniques including, but not limited to, iCan Dance programming materials and techniques, policies and procedures, trade secrets, design, trade names and logos and any other intellectual property incorporated into any deliverable in providing the Services defined herein.
6. "Usable Dance Space" means the Dance area, whether indoor or outdoor, that is the source of the available square footage used to calculate the Maximum Number of Dancers permitted, as defined below, for each Camp session.
7. "Maximum Number of Dancers" means the largest number of Dancers the Host may enroll for each Camp session and is determined by dividing the Usable Dance Space square footage (length x width) by 10 square feet and then rounding to the nearest whole number (i.e. 4, 5, 6, 7 or 8). Under no circumstances can the Maximum Number of Dancers at any one time exceed eight (8).
8. "Minimum Number of Dancers" means the minimum number of Dancers the Host may enroll for each Camp session. Under no circumstances can the Minimum Number of Dancers be less than four (4).

9. "Dancer" means the participating person who attends Camp for the purpose of learning to Dance. The Host deems Dancers eligible for the Camp after review of a completed Dancer Registration Form. Eligibility is subject to the Maximum Number of Dancers and is permitted based on the Usable Dancing Space, both of which were previously defined.
10. "Dancer Data Spreadsheet" means Shine's standard one-page excel spreadsheet, to be completed and submitted by Host, which compiles all Dancer details necessary to help facilitate efficiency in the operations of the Camp.
11. "Shine Staff" means a minimum of two (2) Dance Instructors for the duration of Camp.
12. "Spotter(s)" or "Volunteer(s)" used interchangeably herein, means reasonably prudent and responsible people procured by Host, whether paid or unpaid, that assist the operation of the Camp through activities including, but not limited to, providing physical, motivational and/or emotional support to Dancers and/or administering the Dancer and Volunteer Camp daily check-in process.

## **II. DESCRIPTION OF PROFESSIONAL SERVICES**

The professional services shall be provided subject to the Terms and Conditions, which follow.

Pursuant to this Agreement, Shine will collaborate with Host to conduct a weeklong iCan Dance Camp, using Shine's trained staff, to perform the professional services described herein ("Services").

This Agreement is effective as of the date Shine receives, from Host, both the signature page of this Agreement and requisite deposit.

## **TERMS AND CONDITIONS**

### **1. Shine's Obligations/Services**

Shine shall conduct a Dance camp to be held at the facility secured by Host from [ ] to [ ], 2019.

Shine shall provide written instructions, forms and other necessary information and advice to the Host as requested regarding camp planning, marketing, operations, and volunteer and facility usage.

Shine must provide two (2) Trained Adapted Dance Instructors to monitor and manage the progress of the Dancers, provide training to, and monitor the activities of, Host's Spotters/Volunteers, consult with Dancers' parents/caregivers as needed, and coordinate the overall operation of the Camp. The Shine Staff will also resolve any related Camp issues, or concerns, in collaboration with the Host's appointed Camp Director.

Dance Instructors shall facilitate the Parent & Volunteer Orientation, facility walk-through and 2-hour volunteer training on Sunday, manage the progress of the Dancers, supervise the activities of the volunteers, consult with parents/caregivers, and coordinate the overall operation of the camp and resolution of any related issues or concerns in collaboration with the Host's appointed Camp Director.

Shine staff assignments will be made and communicated to Host no later than approximately 14 days prior to the commencement of the camp.

All questions in this regard should be directed to Lisa Ruby at [lisa@icanshine.org](mailto:lisa@icanshine.org).

## **2. Host's Obligations**

Shine's success in conducting the Camp is dependent upon the Host providing, maintaining, and making available, at Host's expense and in a timely manner, the resources described in this Section, and such other additional resources as Shine may, from time to time, reasonably request in connection with Shine's performance of the Services:

### **Camp Director:**

Host must provide a reasonably prudent and responsible adult representative Camp Director, as defined, to consult with Shine in advance of, and during Camp. A Camp Director, which can be a role shared by multiple people, must be in attendance and available at all times, during the Camp's hours of operation.

The full-time Camp Director is designated by the Host and may or may not be involved in planning the dance camp. In addition to possible involvement in helping Host plan and organize the camp, the primary responsibilities of a Camp Director during the week of camp include, but are not limited to:

1. On site during each camp day to coordinate any emergency or other issues with Shine staff (e.g., calling 911 or managing and collaborating with Shine staff to resolve parent or volunteer questions/issues) and act as a liaison between Shine staff and parents of dancers (e.g., fielding and answering parent questions as best as possible and consulting with Shine staff frequently).
2. Coordinate communications and all facility issues with facility staff (e.g., issues with access to or use of the areas as previously agreed to).
3. Assist Shine staff with oversight/supervision and motivation of volunteers
4. Organize and administer a dancer and volunteer check-in process near entrance outside the practice area. Check-in process should include:
  - Having dancers arrive 10 minutes before session start time with parent/caregiver to fill out name tag and wait outside practice area until met and greeted each day by assigned volunteer(s), reminding caregivers to have dancers use the restroom, have their snack, check medical issues (glucose levels, breathing treatments and proper medications).
  - Arrange for some seating in check-in area for parents/caregivers and dancers to wait prior to session start times. Parents/caregivers will remain in this area during the session.
  - Have volunteers arrive 20 minutes before session start time to fill out name tag and meet with Shine staff for daily instructions/training prior to arrival of dancers
5. Coordinate and communicate all details of pre-camp orientation with facility personnel. This includes but is not limited to:
  - Scheduling to meet Shine staff at facility on Sunday for walkthrough of the facility, Orientation and Volunteer Training
  - Scheduling all activities at the facility for Sunday, to include a Orientation and Volunteer Training

- Providing a screen and projector for Shine staff to connect laptop to show Power Point presentation at Sunday orientation
  - Making arrangements for seating for volunteers at Sunday orientation and training
6. Coordinate and communicate all details of camp area with facility personnel and Shine staff. This includes but is not limited to:
- Scheduling practice space for each session, Monday through Wednesday
  - Scheduling the stage for rehearsal on Thursday and performance on Friday
  - Coordinating usage of stage, sound system, microphone and curtains with facility personnel for Thursday and Friday
7. Coordinate and oversee all details of the Friday performance to include:
- Assure that invitations go out to all parents/caregivers, volunteers, and other invitees
  - Assure that all dancers and volunteers have t shirts for Friday performance and all are reminded to wear black pants
  - Coordinate and emcee post camp award ceremony with volunteers and dancers
  - Coordinate celebration following each performance

**Facilities:**

Host shall provide a facility meeting the following criteria:

- Climate controlled indoor accessible (for wheelchairs) practice space - small gymnasium, dance room, fitness room with open floor space, yoga room, etc. will be used Monday-Wednesday. The stage will be used on Thursday for rehearsal and on Friday for the performance finale and must be

accessible as well.

- Most stages are able to accommodate up to 8 dancers per session and 2 volunteers for each dancer, for a total of 24 people. A 20' x 12' (240 square feet – 10 sq ft per dancer) stage will accommodate the maximum number of dancers and volunteers.
- Stage performance area must be clear of props, ladders, furniture and other movable objects. Offstage area should be clear of any obstacles so that dancers and volunteers can safely enter and exit the performance area.
- If a dancer uses a wheelchair, walker, crutches or other assistive devices for walking, the stage must be accessible with a ramp or lift.
- A sound system connected to speakers of sufficient quality to fill the hall is required. A standing and a handheld microphone are required. The sound system should accept either a USB or CD for the performance music.
- Adjustable stage lights are preferred to highlight or lowlight areas of the stage as well as the dancers.
- The stage will have a curtain that can be opened and closed as needed.
- Shine and Host must have access to the facility on Sunday, the day before camp, for 2-hour site visit, facility walk-through, the Parent & Volunteer Orientation and Volunteer Training.
- Each session may have 4-8 Dancers depending on the available space.
- Most stages are able to accommodate up to 8 dancers per session and 2 volunteers for each dancer, for a total of 24 people. A 20' x 12' (240 square feet – 10 sq ft per dancer) stage will accommodate the maximum number of dancers and volunteers.
- Pictures of the space along with a description should be submitted to iCan Shine at the time of application. A completed iCan Dance Booking Form and iCan Dance Facility

Checklist should accompany the photographs.

**Dancers:**

Host shall provide qualified participants to be enrolled in the Services, not to exceed forty (40) Dancers per day, eight Dancers per session and five (5) sessions per day.

The minimum number of Dancers enrolled in any one session shall not be less than four (4). In the event Host has less than 4 Dancers scheduled for any one session, Host will reschedule such Dancers to other sessions such that no sessions have less than 4 Dancers.

Host shall:

- schedule each Dancer to attend no more than one 60-minute session per day for the five-day camp.
- schedule a 30-minute break in between each session and a one-hour meal break for Shine staff each day.
- supply all available Dancer registration data on the Dancer Data Spreadsheet provided by Shine not later than 14 days prior to the camp start date to the then assigned Shine Instructor. If all data is not available 14 days prior to the camp start date, Host will send all available data at that time and send additional data as it becomes available in the days immediately leading up to camp.
- arrange for Dancer parents and/or caregivers to be available to Shine staff for a 30-35 minute informational orientation meeting and facility tour for parents/caregivers and volunteers at the facility the day prior to the start of camp. Dancers should **NOT** attend this orientation.

**Volunteers/Spotters:**

Host shall provide 1 or 2 volunteers/spotters per Dancer for each session. These volunteers shall be at least 15 years old and physically fit as to support the assigned Dancer for the entire session.

Volunteers will attend a 2-hour volunteer training, immediately following the orientation meeting.

Host may conduct background screenings of volunteers, solely at Host's



discretion, if Host determines it appropriate and/or necessary. Host will instruct volunteers to arrive to camp each day 15 minutes before their scheduled session start time for a mandatory volunteer meeting with Shine staff. Host will provide Volunteer Spreadsheet to Shine staff no later than the Friday prior to the camp start date.

### **Shine Staff Lodging:**

Host must provide appropriate lodging for Shine Staff. Appropriate lodging consists of the following: Two (2) separate bedrooms and bathrooms, for seven (7) nights, at the same location, checking in and checking out on Saturday unless otherwise agreed to, at Host's sole expense, and in addition to the fees indicated in the 'Price, Payment Terms & Refund Policy' section.

Such accommodations must be placed in the name(s) of the then assigned Shine Staff to ensure a smooth check-in upon arrival. Any lodging arrangements at properties other than hotels, for example dormitories, condominiums, summer houses, cottages, etc. require advanced approval by Shine.

Host agrees that lodging will meet the following requirements:

- Located in a safe neighborhood
- Air-conditioned, clean, and comfortable
- Overall average or better online reviews/ratings
- Located no more than a 30-minute drive from the Camp Facility, unless otherwise agreed to by Shine
- All amenities typically provided by a hotel, and if accommodations are not a hotel, amenities provided shall include, but are not limited to: pillows, bed sheets, blankets, soap, towels, and toilet paper

### **Camp Rules:**

Host, in order for a Dancer to participate, must ensure the following for each applicable Dancer: 1) Shine be provided with a signed Dancemer Acknowledgement & Liability Release, as presented in Exhibit A attached hereto, from the party legally responsible for the Dancer; and 2) have a parent/caregiver, legal guardian or designated equivalent present at Camp at all times. If Host, for any reason, cannot ensure the above, that Dancer will not be permitted to participate in Camp.

Host shall communicate to all volunteers present at camp that escorting

Dancers into the rest/locker/changing rooms by anybody other than the parent or caregiver is strictly prohibited.

Host agrees to utilize Shine's administrative forms (e.g., Dancer Registration Forms, Dancer Data Spreadsheet and Volunteer Data Spreadsheet, etc.) as provided on the iCan Dance Host page of Shine's website, without modification, aside from inputting and/or customizing the content requested by such forms.

### **3. Place of Performance**

Unless otherwise mutually agreed to in writing, Shine will perform the Services, in whole or in part, at the Facility secured by Host and approved by Shine as disclosed in the Camp Booking Form submitted to Shine by Host.

### **4. Price, Payment Terms & Refund Policy**

#### **Price:**

The Price for the Services shall be \$5,450. This amount is inclusive of the two (2) iCan Dance Instructor fees, transportation and food per-diem, insurance and Shine overhead.

Host acknowledges and agrees that Host is responsible for providing adequate lodging for the iCan Dance Instructors (2 rooms for 7 nights checking in and checking out on Saturday) at their own expense and such lodging expenses are not included in the price set forth above.

Host also acknowledges and agrees that such lodging is to be secured in the same location (e.g. hotel) for the duration of the 7 nights and be situated no more than a 30-minute drive from the Facility, unless otherwise agreed to by Shine. Refer to #2 of the Agreement for further information on lodging requirements.

#### **Payment Terms:**

Payment for the Services shall be made in advance as follows (see attached invoices):

- A deposit of \$950 is due at contract signing and secures your camp week
- The final payment of \$4,500 is due by the Friday prior to camp

In the event payment is not received by the above due dates, Shine reserves the right to assess a 1% charge to outstanding balances each month such amount is past due.

If Shine does not receive payment, in full, by the first day of Camp, Shine reserves the right to promptly cease performance under this Agreement. This is exercisable at Shine's sole discretion, in addition to Shine's other rights and remedies, and failure to exercise this right shall not act as a waiver of this, or any other, rights and remedies available to Shine at present or in the future.

**Refund Policy:**

The following outlines the circumstances and the extent to which Host is entitled to a full or partial refund:

- In the event Shine is unable to hold the Camp, due to events as described in Section 13, Shine must refund to Host all monies paid that have not yet been expended on such Camp by Shine (e.g. non-refundable airline tickets, if any, purchased in advance).
- In the event Host provides written notice to Shine, equal to or more than 150 days prior to the start date of Camp, this Agreement may be terminated for any reason by Host and all monies paid by Host to Shine will be fully and immediately refunded.
- In the event Host terminates this Agreement less than 150 days prior to the start of Camp, all monies paid by Host to Shine, other than the deposit, will be fully and immediately refunded. The deposit amount will first be applied by Shine as reimbursement for actual costs Shine incurs directly related to such Camp cancellation that are unavoidable (e.g. non-refundable airfare/travel, Staff Camp compensation and/or per diem to the extent incurred).

After reducing Host deposit by said actual costs Shine incurs, if

any, the remainder of the deposit will be maintained by Shine as a credit for the benefit of Host, with no expiration date, to be applied towards the price of any future Shine program (e.g. iCan Dance, iCan Swim or iCan Bike) hosted by Host.

## **5. Confidentiality and Privacy**

Shine must keep confidential any Host information that has been provided to Shine as such. All Dancer data must be kept confidential, at all times, by Host and Shine, and shall only be shared with Spotters assigned to work with and support the respective Dancer at Camp.

## **6. Intellectual Property/Branding & Marketing**

Shine and not Host, shall retain ownership of, and all rights, title, and interest in and to the Intellectual Property, as defined. Additionally, no license therein, whether express or implied, is granted by this Agreement, or as a result of the Services performed hereunder, without the express written consent of Shine.

Host may include references to Shine or the iCan Dance program and its capabilities and Services in brochures, fund-raising materials, news articles, websites, Facebook pages, advertising materials, and/or Camp signs/clothing/gifts in support of the Camp. However, Host or its agents (e.g., printers) must use only the Shine logos (including the format for the name "iCan Shine" or "iCan Dance") provided on Shine's website Host page Marketing Section, or otherwise by Shine, absent of any modifications except for adding beneath the words "iCan Shine" or "iCan Dance" the city, state and/or date of the Host's local camp using the same font, color, style, and format (e.g. iCan Dance – Atlanta, GA).

**Under no circumstances shall Host 're-brand' the Shine iCan Dance program under a name different than "iCan Dance."**

## **7. Termination/Cancellation**

Either party may terminate this Agreement if the other party:

- fails to perform a material obligation of the Agreement in accordance with its terms and does not cure such failure within a period of 30 days after receipt of written notice from the non-

breaching party specifying such failure; or

- becomes insolvent or the subject of proceedings under law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay its debts generally as they become due.

## **8. Disclaimer of Warranties**

Shine expressly disclaims all express or implied standards, guarantees or warranties including, but not limited to, a warranty that any Dancer will be independently Dancing, or otherwise, by the conclusion of Camp. SHINE MAKES NO WARRANTIES OF ANY KIND CONCERNING POTENTIAL RESULTS OF SHINE'S SERVICES.

## **9. Limitation of Liability and Release**

The following limitations of liability are provided under this Agreement:

- Shine's total liability to Host for any and all liabilities, claims, or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not, in the aggregate, exceed the greater of either the amounts paid by Host to Shine under this Agreement or the amounts paid by Shine's insurance carriers to or on behalf of Host.
- In no event, shall either Shine or Host be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought.

## **10. Severability**

If any covenant, condition, term, or provision contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such covenant, condition, term, or provision shall be severed from this Agreement, and the remaining covenants,

conditions, terms, and provisions contained herein shall continue in force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

## **11. Assignment**

Neither party may sell, assign, transfer, or otherwise convey any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Shine may, without violation of this paragraph, engage the services of independent contractors to assist in the performance of its duties hereunder.

## **12. Applicable Law**

This Agreement shall be governed by and construed under the laws of the State, Commonwealth, or Province in which the Host's Facility resides, without regard to its laws relating to conflict or choice of laws.

## **13. Force Majeure**

Shine shall not be liable for any failure or delay in performance of its obligations (except for payment obligations) under this Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control (those circumstances are referred to herein as "Force Majeure Occurrences") examples of which include, but are not limited to, drought, war, famine, embargo, martial law, labor shortages, strikes, economic and natural disasters and environmental hazards. Any such delays shall not be a breach of, or failure to perform, this Agreement or any part thereof, and the date on which the obligations hereunder are due to be fulfilled shall only be extended, at Shine's sole discretion and if Shine's schedule allows, for a period equal to the time lost as a result of such delays, or a future date mutually agreed upon by Shine and Host. Neither party shall be liable to the other for any liability claims, damages, or other loss caused by or resulting from a Force Majeure Occurrence.

Upon a Force Majeure Occurrence, the parties must notify the other that such an event has occurred and include the effect and duration on its performance. Shine must use reasonable diligence in resuming performance and updating the other party on its progress.

**14. Relationship of Parties**

Shine is an independent contractor in all respects with regard to this Agreement.

**15. Third Party Beneficiaries**

This Agreement does not create, and must not be construed as creating, any rights or interests enforceable by any person not a party to this Agreement.

**16. Waiver or Modification**

This Agreement may be modified, or parts hereof waived, only by an instrument in writing specifically referencing this Agreement and signed by an authorized representative of both Host and Shine (unless in the form of e-mail in which both parties mutually agree to the waiver or modification).

**17. Entire Agreement**

This Agreement, including any and all Exhibits attached hereto, all of which are incorporated herein by this reference, constitutes the entire agreement and understanding between the parties hereto and supersedes and replaces any and all prior or contemporaneous proposals, agreements, understandings, commitments or representations of any kind, whether written or oral, relating to the subject matter hereof or the Services to be provided hereunder.

**18. Survival**

The provisions of sections 4, 5, 6, 8, 9, 14, 15 and 20 shall survive the termination or expiration of this Agreement.

**19. Insurance**

Shine must provide liability insurance with an aggregate limit of USD \$3 million (General liability insurance of USD \$2 million plus Umbrella liability insurance of USD \$1 million) by naming the Host and owner of Host's Facility as an "Additional Insured" on Shine's liability insurance policies for the

Camp period. The Host will be provided with certificates of insurance prior to Camp as evidence of coverage (an example of such insurance certificate is available on Shine's website on the iCan Dance Host page under the subsection 'Legal').

Additionally, Host must name Shine as an "Additional Insured," on any existing liability insurance policies maintained by Host, for the Camp period as follows: iCan Shine, Inc. and its officers PO Box 541 Paoli, PA 19301. Host will provide Shine with a certificate of insurance prior to Camp as evidence of coverage.

**Because the Host recruits Camp Volunteers/Spotters locally, such Volunteers/Spotters are considered the Host's Volunteers/Spotters and are therefore NOT COVERED by Shine's accident insurance.** Hosts should consider if such Volunteers/Spotters are covered under Host's insurance policies and/or if procuring a weeklong 'special events' insurance policy in this regard is warranted. Obtaining such optional insurance coverage is at the sole discretion of the Host.

## 20. Mutual Indemnification/Hold Harmless

**Host agrees to indemnify and hold harmless Shine (together with its officers, directors, employees, volunteers, or agents)** from and against all losses, claims, damages, liabilities, expenses, and costs including, but not limited to, attorneys' fees, or as result of **Host's breach** of any representation, warranty, duty, promise or covenant made in this Agreement.

**Shine agrees to indemnify and hold harmless Host (together with its officers, directors, employees, volunteers, or agents)** from and against all losses, claims, damages, liabilities, expenses, and costs including, but not limited to, attorneys' fees, or as a result of **Shine's breach** of any representation, warranty, duty, promise or covenant made in this Agreement.



## Exhibit A

### Dancer Acknowledgment & Liability Release (Mandatory for Participation)

Dancer Name: \_\_\_\_\_

Dancer's Parent/Legal Guardian Name: \_\_\_\_\_

The undersigned hereby agrees to the following:

#### 1. Assumption of Risk:

I, \_\_\_\_\_, am the above indicated Dancer's parent or legal guardian and, for myself and on behalf of said Dancer, have fully read the accompanying iCan Dance Dancer Registration Form and the related materials made available to me describing the iCan Dance program ("Camp"), and I am aware of, understand, and assume the unavoidable risks of the inherently dangerous activity of Dancing, which involves movement and physical exertion that could result in, but not be limited to, severe bodily injury or death.

#### 2. Release of Liability:

In consideration of iCan Shine, Inc. ("iCan Shine"), its affiliates, \_\_\_\_\_ [insert Host name], and \_\_\_\_\_ [insert Facility name] allowing the above named Dancer's and MY participation in the Camp, I, for myself and on behalf of said Dancer, our heirs, administrators, personal representatives or assigns, hereby agree to release, indemnify, hold harmless and discharge iCan Shine, its owners, agents, employees, officers, executives, directors, representatives, affiliates, assigns, [Insert Host and Facility Names] and their volunteers, agents, employees, and officers of and from all claims, demands, causes of action, and liability, whether the same be known or unknown, anticipated or unanticipated, even if caused, in whole or part, **BY THE NEGLIGENCE OF ANY OF THE FOREGOING**. I further agree that I shall not bring any claims, demands, legal action and causes of action, against iCan Shine and/or any of the foregoing for any economic and non-economic losses due to bodily injury and/or death and/or property damage, sustained by said Dancer or ME in relation to the facility and/or operations of the Camp, which shall include, but not be limited to, Dancing and related activities.

#### 3. Indemnification:

If, despite this release, I, the above named Dancer or anyone on said

Dancer's behalf makes a claim against iCan Shine or any of the foregoing, I agree to indemnify and hold harmless iCan Shine and the foregoing from any litigation expenses, attorney's fees, loss, liability, damage, or cost that they may incur due to the claim(s) made against iCan Shine and the foregoing related to any of the activities or associated activities outlined above.

Further, I hereby expressly acknowledge that photographs and/or videos of said Dancer could be taken by parties outside the control of iCan Shine and [insert Host and Facility names] in connection with participating in the Camp. I acknowledge that iCan Shine and [insert Host and Facility names] have limited or no control over such activities of third parties and have no control over any editing and/or use of such photos and/or video footage.

Signature of Dancemer's Parent/Legal Guardian: \_\_\_\_\_

**Media and Data Collection Release**  
**(NOT mandatory for participation)**

I give permission for said Dancer to be photographed and/or videotaped and later published in print or electronic media by iCan Shine or [insert Host and Facility names] or third parties acting on behalf of iCan Shine or [insert Host and Facility names]. I acknowledge and agree that photographs and videos may be edited and used in whole or in part as desired for these purposes, and may be produced, duplicated, distributed and used for informational, promotional, or other public purposes. I understand that photographs and videos are not my property and I will not be compensated for them. I understand and authorize the use in writing or otherwise the name or identity of said Dancer.

Signature of Dancemer's Parent/Legal Guardian: \_\_\_\_\_



**INVOICE**

**Invoice #: 20191**

**To: [ ]**

| Description                   | Amount    |
|-------------------------------|-----------|
| Deposit for 2019 Dance Camp   | USD \$950 |
| <b>Total Due Upon Receipt</b> | USD \$950 |

**NOTE: Receipt of deposit confirms camp week selected**

**Make all checks payable to:**

iCan Shine, Inc.  
P.O. Box 541  
Paoli PA 19301

**For questions concerning this invoice, please e-mail or call:**  
jeff@icanshine.org or (610) 608-1312

**THANK YOU FOR YOUR SUPPORT!**



**INVOICE**

**Invoice #: 20192**

**To: [ ]**

| Description                         | Amount      |
|-------------------------------------|-------------|
| Final Payment for 2019 Dance Camp   | USD \$4,500 |
| <b>Total Due No Later [ ], 2019</b> | USD \$4,500 |

**NOTE: A late fee of 1.0% per month is assessed to all past due amounts on a pro rata daily basis**

**Make all checks payable to:**

iCan Shine, Inc.  
P.O. Box 541  
Paoli PA 19301

**For questions concerning this invoice, please e-mail or call:  
jeff@icanshine.org or (610) 608-1312**

**THANK YOU FOR YOUR SUPPORT!**