35 Washington Street Daly City, CA 94014 Phone/Fax: (650) 755-7200 Email: manuia00@yahoo.com

Web Address: www.manuiapolynesia.com

East Bay Studio: 30998 Huntwood Ave. #105

Hayward, CA 94544

MEMBERSHIP AGREEMENT / RELEASE OF LIABILITY

- 1. Goal/Mission: Manuia Polynesian Revue is dedicated to the performance of the music and dances of the Polynesian islands with respect to the tradition and culture of each island. Our repertoire includes music and dances from Samoa, Hawaii, Tahiti, Tonga, New Zealand, and other South Pacific Islands. Manuia Polynesian Revue is a professional, family-oriented performing and competitive dance company that promotes having fun, performing for the love of dance and giving our members an opportunity to travel. It is operated by the Board of Directors currently comprised of: Tommy Tualaulelei, Karen Seddio, David Seto, Jenny Louie-Hall, Helen Leung, and Camille Tualaulelei.
- 2. **Conflict of Interest:** Both I and my dependent(s) understand that **Manuia Polynesian Revue** considers it a conflict of interest to belong to any other Polynesian dance group and considers it grounds termination of membership from **Manuia Polynesian Revue**.
- 3. **Performances:** Both I and my dependent(s) understand that in order to perform with **Manuia Polynesian Revue**, we must learn the materials (dances, music, crafts, and/or drumming) and assume responsibility for making required costumes. The Board will provide instruction on performance materials and costumes. The Board decides who will dance in shows. At performances and activities, the Board or a Board Designee decides what dances each performer shall dance and provide the formations for each dance. It is the responsibility of each performer to have all their costumes ready.
- 4. **Costumes:** Both I and my dependent(s) understand that costumes belong to each individual and that it is their responsibility to ensure they are complete, clean and presentable for each performance. Any costumes borrowed from the company or other performers are to be returned immediately and returned in the same condition as they were borrowed. Both I and my dependent (s) understand that if for any reason we leave the group, we give the opportunity to members of Manuia to buy costumes at an agreed upon price, provided the costumes are in excellent condition.
- 5. **Professionalism:** I understand that in order to participate with **Manuia Polynesian Revue**, both I and my dependent(s) must exhibit high professional demeanor and/or attitude at performances, activities and rehearsals. I am also aware that if I or my dependent do not demonstrate this level of professional demeanor during performances, activities and rehearsals, it may lead to termination of membership from **Manuia Polynesian Revue**. I understand that Professionalism is determined by the following:
 - Working well with and respecting the Board, members and volunteers during performances, activities and rehearsals.
 - Quality of learning and the level of ability to perform material (dances, music, crafts and/or drumming).
 - Presentation (you and your costumes) on and off stage during performances, activities and rehearsals.
 - Cooperation and helpfulness during performances, activities, and rehearsals.
 - Good, healthy, non-prim donna attitude during performances, activities and rehearsals.
 - Lengths of membership, provided above requirements are met.
- 6. Pay for Performances: I understand "Professionalism" determines performance pay for me/ my dependents and that pay is determined by the Board.
- 7. **Problems, Ideas and suggestions:** I understand that both I and my dependent(s) may, at any time, let the Board know if we have problems, ideas and/or suggestions that pertain to **Manuia Polynesian Revue**. The Board will reasonably consider ideas and suggestions. Any problems pertaining to **Manuia Polynesian Revue** should be resolved with the Board. The Board will take reasonable steps to resolve problems, but if the problems are not resolvable, the Board of the **Manuia Polynesian Revue** may, at its discretion, elect to terminate my membership and my dependent(s) membership in the **Manuia Polynesian Revue** and reserves the right to purchase costumes back as stated in Section 4 above.
- 8. **Membership Dues:** Non-refundable membership dues, including the initial membership fee in an amount to be determined by the Board are due from each member (student, performer, musician, and drummer) on the first of each month to **Manuia Polynesian Revue.** Monthly dues will be deducted via auto debit from your financial institution and will require a separate authorization form from the member. To change or stop monthly auto debit, the member must provide **Manuia Polynesian Revue** 7 day's written notice. If the member prefers to pay on a month by month basis, the member will be subject to pay a higher monthly rate as determined by the Board. The member may also opt to pay by check, 6 months in advance and receive the auto debit rate (non-refundable). Failure to pay any membership dues may lead to termination of membership from **Manuia Polynesian Revue**.
- 9. **Performance Material:** Both I and my dependent(s) understand that any material (dances, music, & costumes) taught and performed by Manuia Polynesian Revue shall be used only in **Manuia Polynesian Revue** performances and only by Manuia Polynesian Revue members. Permission to perform must be obtained from the Board. The Board realizes that there are family/friend/community events that we like to independently perform at, but I understand that it is my responsibility to notify and obtain permission from Manuia Polynesian Revue Board of such events. Failure to adhere to these requirements may lead to termination of membership from **Manuia Polynesian Revue**.
- 10. **Release (injury to myself or my personal properties):** I, and on behalf of my dependent(s), my personal representatives, estate, heirs, next of kin and assigns, release **Manuia Polynesian Revue**, its Board Members, members and volunteers of any injury to myself or my dependent(s) and for any an all claims and causes of action for loss or damage to my property and for any injury to my person arising from the participation in Manuia Polynesian Revue classes, performances, activities or rehearsals.
- 11. **Responsibility for providing insurance**: I am fully aware that **Manuia Polynesian Revue** carries no medical insurance for any participant in its classes, performances, activities or rehearsals, and I am solely responsible for providing insurance for myself and my dependent(s).

- 12. **Assumption of Risk**: I assume all risk involved in me or my dependent(s) participation in **Manuia Polynesian Revue's** performances, activities and rehearsals, and I recognize that I am solely responsible for the decision of myself and my dependent(s) participation in **Manuia Polynesian Revue** classes, performances, activities, and rehearsals and that the above release includes, but is not limited to, a release for maintenance or conditions of place of classes, performances, activities or rehearsals, for conditions appurtenance thereto (stage, props, floors, etc.), and for equipment supplied by **Manuia Polynesian Revue**.
- 13. **Refund Policy:** I am fully aware that **Manuia Polynesian Revue** provides no refunds for any classes, performances, activities or rehearsals once I or my dependent chooses to take classes or perform with the group.
- 14. **Read and sign:** Both I and my dependent(s) am/are physically and mentally able to participate in **Manuia Polynesian Revue**'s classes, performances, activities and rehearsals and I assume the risk for any injury related to our participation. I agree to indemnify and hold harmless **Manuia Polynesian Revue**, its Board, Members or Volunteers of any injury or incident including liability for negligence.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CAIMS AND CAUSES OF ACTION FOR MY INJURY OR DAMAGE TO MY PROPERTY THAT OCCURS WHILE PARTICIPATING IN THE DESCRIBED ACTIVITY. BY SIGNING THIS, I HAVE ACKNOWLEDGED THAT I HAVE READ AND AGREE WITH THE CONTRACT STATED ABOVE.

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(PRINT) Member Name or Parent/Guardian Name	Signature		Date
Address	City, State	Zi	ip
Telephone number(s)	E-mail address	Member	Date of Birth
Dependent: Minor Member Name	Date of birth		
EMERGENCY CONTACT	Telephone #	#1 Telephone #2	2
I hereby authorize Manuia Polynesian Revinstitution debit/credit card or checking ac	ue to deduct mont	, <u> </u>	financial
Debit/Cre	edit Card Inf	ormation:	
Card Holder N	ame:		
Card Type:			
Card Number:			
Expiration Dat	e:	Billing Zip Code	
Security Code ((3-digits on back	of card):	-
Non-refundable monthly dues of \$45 for each member will be deducted on the first (1st) day of each month refundable membership fee will be deducted in according Manuia Polynesian Revue 7 day's written, for termination of membership from Manuia Polynesian Revue 7 day's written,	by Manuia Polynesiand dition to the monthly text, or email notice.	n Revue. Upon enrollment, a one-time sty dues. To stop monthly auto deduction	\$50 initial non ons, I agree to
X	Print Nan	ne Date	