

EUGENE SWING DANCE CLUB
TERMS OF SERVICE AND POLICY

OVERVIEW

The welfare of the ESDC members and nonmembers is paramount. Everyone, whatever their age, culture, ability, gender, language, racial origin, religious belief and/or sexual identity should be able to dance in a fun and safe environment.

By visiting our site you engage in our "Service" and agree to be bound by the following terms and conditions and policies referenced herein.

Please read these Terms of Service and Policy.

If you engage in any of these types of offences, including but not limited to: **physical abuse, sexual abuse, emotional abuse and negligence.** You will be informed of:

Level 1 - Discussing the incident with the accused, making sure that they understand what behavior is unacceptable. Inform them that they are on probation and any further complaints or repeat offenses will result in suspension.

Level 2 - Suspension from ESDC events for 3 month after detailed discussion of the issues.

Level 3 - Banned from attending all future ESDC events.

GENERAL PRACTICES

- a) Taking all reasonable steps to protect members and nonmembers from emotional abuse, discrimination and degrading treatment and to respect their rights, wishes and feelings
- b) Physical contact can be appropriate so long as it is neither intrusive nor disturbing with your dance partner and consent has been obvious or given.
- c) Harassment or annoyance by subjecting a dance partner to a publicly insulting by abusive/offensive words, offensive physical contact or gestures in a manner intended to likely provoke an expected/desirable response/outcome.
- d) If during social dance someone accidentally hurt another person, the person seems distressed in any manner, appears to be sexually aroused by someone's actions and/or if the person misunderstands or misinterprets something a person have done, report any such incidents as soon as possible

to the ESDC organizer and make a written note of it. Board members should be informed of the incident.

ESDC organizers reserve the right to take more immediate actions if circumstances are warranted. Please address concerns to ESDC organizer as quickly as possible so we can best deal with the situation. If you cannot talk to one of us at an event, please email us [_____](#).

Recording Information

To ensure that information is as helpful as possible, a detailed written record should always be made at the time of the disclosure/concern. In written record you should confine yourself to the facts and distinguish what is your personal knowledge and what others have told you. Do not include your own opinions.

Information should include the following:

- Name of the person
- Date of birth (optional)
- Contact Info
- Whether or not the person making the report is expressing their concern or someone else's
- The nature of the allegation, including dates, times and any other relevant information
- A description of any visible or indirect signs, such as behavioural changes in the person
- Name of witnesses to the incidents and their contact information.
- Has anyone been alleged of inappropriate conduct? Record detail
- The ESDC organizer should be notified to decide who will deal with any inquiries (including media) and implement any immediate disciplinary proceedings such as: giving a warning, ban, ejection, or reinstatement of the accused person.

GENERAL CONDITIONS

We reserved the right to refuse the service if the accused found to be proven of inappropriate conduct and or a violation of our terms of services and policy.

We shall not be liable to you or to any third-party for any actions, suspension or discontinuance of the Service by ESDC. In no case shall Nonprofit Best Practices, our directors, board members, employees, affiliates, contractors or service providers be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or otherwise made available via the service arising from use of our services.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

ENTIRE AGREEMENT

These Terms of Service and any policies or operating rules posted by us on this site constitutes the entire agreement and understanding between you and us. Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless Nonprofit Best Practices and our directors, board members, employees, affiliates, contractors, service providers, and volunteers harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service.

CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of our services or access to our website to these Terms of Service constitutes acceptance of those changes.

REFUND POLICY

Any person found in contempt of our Terms of Service and Policies, and anyone banned or suspended from ESDC events for any reason, shall forfeit their membership fees, admission and not be entitled to a refund.