



The Sun Valley Ballet School
Enrollment Agreement and Waiver and Release

This is an agreement between The Sun Valley Ballet School ("School") and the Parent and Student whose names appear below.
By signing this agreement the Parent and Student agree to comply with the following rules and responsibilities.

I. Student Code of Conduct:

- a. The Artistic Director and Instructors are in charge of the class. Students must show the utmost respect for the Artistic Director, Instructors and School Directors at all times.
- b. Upon enrollment, students are obligated for the entire session. Tuition is non-refundable and non-transferable. If classes are missed by a student, the School is not responsible for makeup classes. Students may not attend classes they are not signed up for UNLESS they obtain written approval in advance from a Director of the School.
- c. Students are expected to be at the studio 5-10 minutes before class begins, ready to go and on time. Tardiness is very disruptive and disrespectful to other students in the class and will not be tolerated.
- d. Students are responsible for attending class properly attired in the appropriate leotards or dance attire, hair neatly bunned or pulled back, with no dangling jewelry and clean dance slippers or shoes. Dance slippers or shoes must not be worn outside.
- e. Students are responsible for picking up after themselves. Clothes must be hung up, backpacks kept out of the hallway and shoes stowed out of the hallway and lobby. Food and drinks are to be consumed in the kitchen area only and must be cleaned up afterwards. Absolutely NO CHEWING GUM is allowed on School premises.
- f. No hanging on the ballet bars.
- g. While costumes for the performances are in the possession of the Student, Students are responsible for keeping the costumes in the best condition possible.
- h. Any concerns, questions or comments should be directed to either of the School Directors.

II. Parent's Responsibilities

- a. PARENTS are responsible for signing up their children no matter what the age of the student (up to 18 years of age). PARENTS must fill out and sign the appropriate registration forms. This MUST BE DONE FOR EACH SESSION.
- b. Artistic Director and/or Instructors are in charge of the class. Parents are expected to respect the School Directors, the Artistic Director and all the Instructors just as it is expected of their children. Parents are expected to respect the knowledge and insight that those in charge have in placement of their children for classes and for performances.
- c. Studios are closed to parents. Parental interruption will not be tolerated. The last class of each month the shades of the downstairs studio will be opened for parents to observe the class. Classes in the upstairs studio will also have scheduled parent observation classes. These will be announced by the instructor.
- d. *Should the School determine that a Parent has engaged in inappropriate behavior, that Parent's child(ren) may be expelled from the School and tuition will not be refunded.*
- e. Any concerns, questions or comments should be directed to either of the School Directors.

III. MEDICAL CONSENT:

I hereby authorize emergency medical treatment, surgery or dental care to be given to my son/daughter/minor charge, listed below as considered advisable or necessary in the judgment of any medical professional or attending physician. I declare that I have authority to provide this medical consent. I do hereby release The Sun Valley Ballet School and all others from all liability in taking such action, including all action which may be contrary to personal religious beliefs. I have read this Medical Consent and understand all its terms. I execute it voluntarily and with full knowledge of its significance.

IV. PHOTO RELEASE: I hereby give The Sun Valley Ballet School, its agents and/or assignees permission to use photographs, motion pictures, or any reproductions of my physical likeness taken of me in any manner it deems proper. I relinquish all rights, title and interest I may have in the finished pictures, negatives and copies. I waive the right to prior approval and hereby release The Sun Valley Ballet School, its agents and/or assignees from any and all claims from damages of any and all kinds based on said material. I hereby warrant that I am a parent and/or legal guardian of the subject of photographs who is under eighteen years of age and am competent to act in his/her behalf insofar as the above is concerned.

V. LIABILITY WAIVER AND RELEASE:

I/WE AND OUR SUCCESSORS AND/OR ASSIGNS UNDERSTAND THAT DANCE IS A PHYSICALLY DEMANDING ACTIVITY THAT CAN RESULT IN INJURY. I/WE AGREE THAT THE SUN VALLEY BALLET SCHOOL AND ALL OTHER COOPERATING AGENCIES, EMPLOYEES, OFFICIALS OR DIRECTORS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING ANY LOSS, DAMAGE, COST, OR INJURY, THAT ARISES FROM PARTICIPATION IN ANY ACTIVITY CONNECTED WITH THE SUN VALLEY BALLET SCHOOL WHETHER BASED ON A THEORY OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE. I/WE UNDERSTAND THAT I/WE ARE WAIVING OUR RIGHT TO TAKE LEGAL ACTION INCLUDING FILING A LAWSUIT FOR PERSONAL INJURIES TO OUR CHILD(REN) AND /OR OURSELVES.

VI. RULES AND REGULATION RELEASE;

I/We do hereby acknowledge that we have read the Enrollment Agreement and Waiver and Release of The Sun Valley Ballet School and our child(ren) has been informed and made aware of said Enrollment contract and the included General Rules. I/We do accept and will abide by the Contract and General Rules, and our child(ren) will abide by the Contract and General Rules as posted. It is understood that this contract, once signed below, is in effect as long as the Student dances with The Sun Valley Ballet School.

VII. RIGHT TO EXPEL AND TERMINATE CONTRACT

The Sun Valley Ballet School reserves the sole right to rescind this Contract and terminate any student's participation in this program due to the student's, parent's, or guardian's failure to abide by the terms of this Contract and General Rules, or for other good cause to be determined solely by The Sun Valley Ballet School, including without limitation, parental interruption, unreasonable, disruptive or harassing conduct. The Sun Valley Ballet School reserves the right to retain any tuition or deposit and collect any sum owed for unpaid tuition or fees or rental costs upon expulsion or termination of the contract.

VIII. DISPUTE RESOLUTION

In the event that any dispute arises concerning enrollment or participation in any School activity or relating to this Enrollment Agreement and Waiver and Release, we agree to attempt to resolve the dispute by at least three hours of mediation in Ketchum or Sun Valley, Idaho. Should the dispute not be resolved through mediation and any court proceedings is instituted, jurisdiction and venue shall be in Hailey, Idaho. The laws of the State of Idaho shall govern this agreement. In the event legal action is taken, we agree that the prevailing party is entitled to attorney's fees and costs from the other party.

Date _____

(please PRINT Student and Parent/Guardian's names above)

Signature of Student _____ Signature of Parent or Guardian _____