

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 Ballet Mistress and Instructors are in charge of the class. Students must show the utmost respect for the Ballet Mistress, Instructors and School Directors at all times.
- b. The Sun Valley Ballet School follows the Blaine County School District schedule. Accordingly, there are no SVBS classes on days that Blaine County Schools are closed, including snow days and emergency closures.
- c. Upon enrollment, students are obligated for the entire season. Tuition is non-refundable. 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.
- d. 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.
- e. 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.
- f. 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 designated eating areas only and must be cleaned up afterwards. Absolutely NO CHEWING GUM is allowed on School premises.
- g. No hanging on the ballet bars.
- h. While costumes for the performances are in the possession of the Student, Students are responsible for keeping the costumes in the best condition possible.
- i. 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 SEASON.
- b. Ballet Mistress and/or Instructors are in charge of the class. Parents are expected to respect the School Directors, the Ballet Mistress 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 will be open for parents to observe the class.
- d. If the Student dances in the Christmas show, the Parent will be responsible for two volunteer spots during the Christmas Show week. If the Student dances in the Spring show, the Parent will be responsible for two volunteer spots during the Spring Show week.
- e. *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.*
- f. Any concerns, questions or comments should be directed to either of the School Directors.

III. Tuition and Payment Regulations:

- a. All unpaid tuition and fees from the previous season must be paid in full before the Student will be allowed to enroll in the upcoming season.
- b. Class Enrollment/Release forms for all students must be signed by a parent or guardian at the time of payment.
- c. Tuition MUST be paid in full or a payment schedule must be approved by a School Director before the Student is allowed to participate in class.
- d. Payment schedules may be set up with a Director of the School. All payment schedules must be approved by a Director of the School and a Payment Agreement form must be signed by the parent or guardian. Failure to make payments as agreed upon will result in a finance charge of 3% per month. Payments are due by the 10th of the month. Failure to make payments for 2 months may result in the account being turned over to a collection agency and Student will not be allowed to participate in class until account is settled. By signing this Enrollment Contract, Parent agrees to pay the School's attorney's fees and costs incurred in the collection of tuition or other fees should Parent fail to abide by the Payment Agreement.

- e. All financial assistance must be approved by a Director of the School during the enrollment period.

IV. Class Structure and Rehearsal Structure:

- a. Class time is primarily used for technique and variation work. Prior to performances, class time may be divided between technique/variation work and learning dances for the performance. Class time used to learn dances for a performance will be referred to as “class rehearsals” and are included in the tuition. These classes are not free but are included in tuition paid.
- b. Extra rehearsals outside of class time will be scheduled prior to a performance. These rehearsals will be referred to as “extra rehearsals”. Students are not charged for extra rehearsals. These rehearsals are very important and therefore are considered mandatory for all Students. All excuses from extra rehearsals MUST be approved by one of the Directors of the School in advance, if possible. Not showing up for rehearsal may be grounds for removal from the performance. PLEASE let the Directors know if you have any conflicts as far in advance as possible.

V. Performances:

- a. The Ballet Mistress has the exclusive discretion along with the School’s Directors to cast Principal roles and Solo roles. Students must be enrolled in the School to be cast in the performances unless the Ballet Mistress and School Directors feel that an outside dancer is needed.
- b. Principal and Solo roles are not cast by level of ability alone. Passion, dedication and ability are taken into account in casting decisions. Parents and students must understand this and trust in the knowledge and insight of those in charge. Interference from parents in casting decisions will not be tolerated.
- c. The Sun Valley Ballet School is the owner of any rights in original choreography, dance or ballet routines, and dance and ballet performances (the “works”). Outside of performances sponsored by The Sun Valley Ballet School, the works may not be publicly performed without the express written consent of The Sun Valley Ballet School.

VI. Costume Rental Fees:

- a. Costume rental fees are charged for each performance. Fees are due immediately upon receipt of invoice.
- b. Costumes are the property of the School. Many of the costumes are recycled in an attempt to keep the fees down. No costumes should be taken by the students without written permission.

VII. 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.

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.

VIII. 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.

IX. 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.

X. 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.

XI. 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 are 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 _____