

### PAYMENTS & FEES

1. The student program is a 10-month enrollment, and tuition plans include, annual, bi-monthly and monthly payments.
2. **No refunds.** In the event that your child needs to withdraw from the student program, and you have already paid for the semester or two months; we will apply your unused paid balance to either summer tuition, or tuition for the next year's student program.
3. A **registration fee** of \$25 per person for all **new** students is required upon enrollment.
4. **Changes in class schedule** can be done in person or by phone, pending class availability, only within the student's level.
5. **Schedule changes that affect a change in payment** will not take effect until the following month and require submission of a signed Schedule Change form.
6. **Withdrawals require one month's notice and submission of the signed Withdrawal Form in person.** Without submitting proper notification, a student's enrollment status and future enrollment eligibility may be affected.
7. Students who do not **properly withdraw** may be required to pay a new registration fee if they return to the academy.
8. There is a \$5 penalty for **late payments** after the 10<sup>th</sup> of each month.
9. There is a \$20 **return check fee** or **incomplete credit card transaction fee.**
10. To participate in **recitals, showings** and **other performances**, special requirements, fees or obligations may need to be fulfilled. All students will be notified of these requirements, fees or obligations prior to auditions and rehearsals.

### CLASS PROTOCOL/PROCEDURES

1. **Anyone 15 minutes late may not be able to take class**, due to risk of injury. Students must watch class and take notes.
2. **Studio must be notified if a student will be absent.**
3. **Make-ups** for missed classes must occur within the 10-month year. Students enrolled in both ballet and modern/jazz classes may use a ballet class as a make-up for a modern/jazz class, but cannot make-up a ballet class with a modern/jazz class.
4. **Appropriate uniform** must be worn for class. **Hair must be properly secured and jewelry must be removed prior to class.** Disregard for dress code may result in removal from class.
5. Students must be properly covered up and dressed appropriately in street clothes when entering and exiting studio building.
6. Academy and Company **performance participation** is not mandatory. Students will be required to sign and submit a separate performance release form in order to perform.
7. **All Training Program Ballet Students in levels Garnet and above must participate in an end-of-year exam in which progress and class promotion is determined. Students who do not participate in the exam may not be eligible for advancement.**
8. All Early Steps, Modern, Contemporary, and Modern/Jazz students are evaluated on the students' behavior and performance throughout the 10-months, and promoted at the Teacher's discretion.
9. Students must treat the studios, the premises, and the possessions of all other students with respect, care, and consideration. Students understand that there is a zero tolerance to inappropriate behavior at the Academy. Dancers behaving inappropriately will be removed from the dance class and parents/guardians will be contacted.
10. Students are not permitted to be in any studio unless accompanied by a Teacher or Assistant teacher.
11. Students understand that there is a 'No Physical Contact' Policy. Students should not touch other dancers, or any members of staff for any reason, unless necessary to perform teamwork-oriented choreography in a class or dance routine.
12. Students are required to follow safe dance practice instruction given by their dance teacher at all times to avoid injury. Academy and Company are not responsible for any injury to students who do not follow safe dance practice instruction.

### GENERAL ACADEMY POLICIES

1. Refrain from misusing God's name and using profanities in and around the studio.
2. Eating and drinking are only allowed in the reception area, **not in the dressing room.**
3. No gum chewing anywhere in the facility.

4. Keep valuables with you at all times. **Studio is not responsible for lost or stolen articles.** Parents/Guardians understand and acknowledge that it is their responsibility to locate lost items in the Lost & Found. Unclaimed items will be donated to charity, with notice, four times a year.
5. Photography and videotaping are not permitted during classes or at any concerts.
6. Students and parents may not take or post photos of any student or teacher without their consent.
7. Parents/Guardians understand and acknowledge that the teachers/staff/parents/guardians are not responsible for students outside of the classroom. It is understood that there is not 100% supervision for students at all times outside of the classroom, and Parents/Guardians understand and acknowledge all inherent risks in leaving their child unattended/supervised at the studio.
8. The use of alcohol, cigarettes, and illegal substances is strictly forbidden at the Academy or anywhere on Academy property. Students in violation will be dismissed immediately.
9. Students may not post, as a student/representative of the Academy, on a social media platform without the Academy's prior consent.
10. The Academy staff reserve the right to refuse anyone from taking class. Reasons may include, but are not limited to, repeated disregard or neglect of academy policies, delinquency in payments, disruptive behavior, or any other mischief that puts the Studio, its staff or visitors in jeopardy.
11. Covenant Ballet Theatre of Brooklyn shall have the right to, and student hereby grants Covenant Ballet Theatre of Brooklyn permission to (i) photograph, film or otherwise record student's image and voice, (ii) use student's name and any such photographs or recordings in connection with Covenant Ballet Theatre of Brooklyn's activities in any media now known or hereafter developed, including on its website or in other promotional materials, and (iii) authorize its agents or representatives to carry out any of the foregoing on Covenant Ballet Theatre of Brooklyn's behalf. All such photographs or recordings shall be selected by and remain the exclusive property of Covenant Ballet Theatre of Brooklyn. Students waive (a) any right to inspect or approve any use of the photographs or recordings or any works incorporating them and (b) any and all moral rights in any such uses.

#### RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (referred to as "the Student") desires to participate in dance classes (whether singular or plural, hereinafter referred to as the "Activities") provided by Covenant Ballet Theatre Academy, Inc., a State of New York non-profit organization with offices located at 251 Avenue U Brooklyn, New York, NY, 11223 (the "Company"). In consideration of being permitted by the Company to participate in the Activity and in recognition of the Company's reliance hereon, I agree to all the terms and conditions set forth in this agreement (this "Release").

I AM AWARE AND UNDERSTAND THAT THE ACTIVITY IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT THE STUDENT SUSTAINS MAY RESULT FROM OR BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT THE STUDENT IS KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE ACTIVITIES, AND I HAVE AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM THE STUDENT'S PARTICIPATION IN THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.

I, for myself and for the Student, their families, heirs, executors, estates and administrators, hereby expressly waive and release any and all claims, now known or hereafter known, against the Company, and its officers, directors, manager(s), employees, agents, affiliates, shareholders/members, successors, and assigns (collectively, "Releasees"), on account of injury, disability, death, or property damage arising out of or attributable to the Student's participation in the Activities on the Company's property, whether arising out of the ordinary negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.



2023-2024

---

## POLICIES & PROCEDURES

I shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees, the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by or awarded against the Company or any other Releasees, arising out of or resulting from any claim of a third party related to the Student's participation in the Activity, including any claim related to my own negligence or the ordinary negligence of the Company.

I hereby consent to any medical treatment deemed necessary if the Student is injured or requires medical attention during the Student's participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and evacuation. I hereby release, forever discharge, and hold harmless the Company and all other Releasees from any claim based on such treatment or other medical services.

This Release constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Company and me and their respective successors and assigns. All matters arising out of or relating to this Release whether sounding in contract, tort or statute shall be governed by and construed in accordance with and enforced under the internal laws of the State of New York (including its statute of limitations) without giving effect to any choice or conflict of law provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of New York. Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in New York County, New York and I hereby consent to the exclusive jurisdiction of such courts.

**BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTOOD ALL OF THE TERMS OF THE 2023-2024 POLICIES AND PROCEDURES.** I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions detailed in the 2023-2024 Policies and Procedures:

Signed: \_\_\_\_\_

Printed Name of Parent or Legal Guardian: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_