

Caitlin Clark's Centre of Dance
Student Agreement/Release

Release executed on _____ (today's date) by the undersigned, herein referred to as Releasor, to Caitlin Clark's Centre of Dance, Caitlin Clark - Owner, herein referred to as Releasee.

Releasor understands that the study of Dance, including but not limited to Ballet, Jazz, Tap, Pointe, is a physical activity and injury is an inherent potential result of any such activity. Releasor also represents that he/she is medically and physically able to participate in the exercises and physical demands of the art. Releasor agrees that any and all injuries or limitation will be made known to Releasee immediately.

This release includes any employee and/or agent instructing under Releasee's supervision or direction during classes. This release is for the entire premises, including but not limited to classrooms, dressing rooms, parking areas, sidewalks, buildings, and grounds.

In viewing of the foregoing, and as a term and condition of being a student of the Releasee, Releasor, with the intention of binding himself/herself, his/her spouse, heirs, legal representatives, and assigns, expressly releases and discharges Releasee, heirs, and legal representatives from all claims, demands, action, judgements, and executions that Releasor ever had, now has, or may have, or that anyone claiming through or under him/her may have, or claim to have, against Releasee or heirs or legal representatives, created by, or arising out of, any and all class activity regardless of where or when held.

Releasor assumes any and all risks associated with the activities he/she will undertake at or with Releasee. To the extent that Section 5-326 of the General Obligations Law does not apply, this release is also for negligence on the part of Releasee.

Student agrees and acknowledges that as a student of Caitlin Clark's Centre of Dance, he/she will be introduced to and taught techniques, styles, and ideas developed by Releasee which are the product of years of work, effort, and instruction on the part of Releasee. Student agrees that these proprietary rights and techniques and instruction have monetary value. Accordingly, the student agrees to the following additional terms and limitations.

1. Student will not act as an instructor, trainer, or teacher utilizing any technique or choreography used by Releasee or use any information which was obtained as a result of his/her having been a student of Caitlin Clark's Centre of Dance without prior written consent of Releasee.
2. The instruction received by the student may be subject to certain trademark, service mark, and copyright protection to the extent that Releasee has a trademark or service mark or copyright protection or concerns over any training or technique, student acknowledges the value of such knowledge and proprietary rights and limitation imposed thereon on the use outside the classroom. He/She agrees to observe any limitations or regulations concerning further use which meets outside the classroom.
3. Student acknowledges and agrees to the tuition amount(s) and schedule posted at Caitlin Clark's Centre of Dance, in Caitlin Clark's Centre of Dance brochure, and on Caitlin Clark's Centre of Dance website. Student also understands that failure to make tuition payments will result in late fees and/or discontinuation of classes. Tuition listed is the price to participate in dance classes for the '21-'22 season. As a courtesy, we offer the option to pay monthly or quarterly.
4. PLEASE INDICATE BELOW IF YOU WOULD LIKE TO PAY YOUR TUITION MONTHLY OR QUARTERLY:

If you choose to pay on a monthly basis, payments are due the 15th of each month, September through April, and any account not paid by the 25th will be assessed a late fee. Dancers choosing to make monthly payments will NOT be sent a statement each month, but will receive a statement for costume costs.

If you choose to pay your tuition quarterly, statements will be mailed in September, November, January and March. All accounts that are not paid within the ten day payment period will be assessed a late fee. Statements will also include costume costs in November and January.

Monthly _____ Quarterly _____

If any portion of this agreement/release form shall be deemed by a court of competent jurisdiction to be invalid, then the remainder of this agreement/release shall remain in full force and effect.

By signing, I Releasor, certify with my signature that this Student Agreement/Release cannot be modified orally. In witness whereof, Releasor has executed this release on the day and year first written above.

Please PRINT student name

Signature of student or parent if under 18 yrs old

Caitlin Clark's Centre of Dance

COVID-19 Release Form

Even with all of the precautions in place Caitlin Clark's Centre of Dance cannot prevent any individual from being exposed to, contracting, or spreading COVID-19 while participating in instructional programs including dance classes, rehearsals, or a recital. It is not possible to completely prevent against the presence of the disease. Therefore, participating in Caitlin Clark's Centre of Dance classes and/or events and/or entering onto facilities where such events occur, you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

In the event that Caitlin Clark's Centre of Dance is forced to temporarily close for in person classes at any point in the season, due to a global health crisis such as COVID-19, I agree to pay tuition in full as I normally would. When the studio is allowed to reopen missed classes will be made up and offered to all dancers in the earliest possible timeframe. If for some reason the studio cannot fulfill this obligation refunds will be issued for tuition of missed classes.

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against Caitlin Clark's Centre of Dance and its owner, director, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to Caitlin Clark's Centre of Dance instructional programs including classes, rehearsals, recitals, and facilities where such events occur. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

CHOICE OF LAW: I understand and agree that the law of the State of New York will apply to this contract. I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

I am the parent or legal guardian of the minor registered. I have the legal right to consent and, by agreeing to these terms, I hereby do consent to the terms and conditions of this Release.

Dancer Name _____

Parent/Guardian Signature _____

Required if dancer is under the age of 18