



arts association
newton county

Covington Regional Ballet Company

(An Arts Association Young Artists Program)

Handbook: 2019 - 2020

CRB Artistic Director

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CRB Rehearsal Assistant

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CRB Rehearsal Instructor

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CRB Ballet Master & School Director

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CRB Rehearsal Instructor

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Arts Association Registrar

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Rehearsal Location

Covington Regional Ballet
1169 Washington Street
Covington, Georgia 30014
(678) 625-0042

Performance Location

Porter Performing Arts Center
NCCA Campus
140 Ram Drive
Covington, Georgia 30014

CRB Website

www.CovingtonRegionalBallet.com

Arts Association Website

www.NewtonCountyArts.org

Performance Dates

Production	Location	Performance Type	Day/Date	Time
<i>At First Glance: An Evening of Contemporary Dance (Senior & Junior I Only)</i>	Dobbs Center for Performing Arts - CRB Studios	Public Show	Saturday, September 7	7:00 pm
<i>The Nutcracker</i>	Porter Performing Arts Center, NCCA Campus	School Shows	Friday, December 13 th	8:00 am to 1:30 pm
		Public Show	Saturday, Dec. 14 th	2:00 pm
		Public Show	Saturday, Dec. 14 th	7:00 pm
		Public Show	Sunday, December 15 th	3:00 pm
<i>The Little Mermaid</i>	Porter Performing Arts Center, NCCA Campus	School Shows	Friday, May 1st	8:00 am to 1:30 pm
		Public Show	Saturday, May 2nd	7:00 pm
		Public Show	Sunday, May 3rd	3:00 pm

Mission

Covington Regional Ballet is committed to the production and presentation of high quality dance programming, with the specific goals of providing local dancers with pre-professional instruction and performance opportunities.

Membership

Student agrees to become a member of Covington Regional Ballet during its 2019 - 2020 season. The organization agrees to provide student with ballet and dance instruction as well as opportunities to gain performance experience. Student agrees to comply with the organization's instructions regarding the times and places at which student shall rehearse and perform as well as receive instruction. The organization, through the Artistic Director and CRB School Director, agrees to provide student with a periodic schedule outlining student's participation requirement. Student agrees to adhere to the instruction and training provided by the Artistic Director and CRB School Director and agrees that the Artistic Director and CRB School Director shall have sole and exclusive discretion regarding the student's involvement in any performances.

Rights Granted To The Arts Association

Students and parents/guardians acknowledge and agree that the organization/Arts Association shall have the right to use the name, likeness and voice of student, including any film, video or photographic likeness of the student, in connection with the 2019-2020 season as well as at any time in the future, either for advertising, promotional or other commercial purposes. The parties acknowledge and agree that all reproductions of student's name, voice and likeness produced by the organization shall remain the exclusive property of the organization. If the student desires to perform as a Guest Artist for another company, student must first obtain permission from the company's Artistic Director prior to signing any contract. The company requires that the dancer be recognized in writing by the other company as a Guest Artist of Covington Regional Ballet.

Waiver Of Liability

Student and parents/guardians hereby acknowledge and agree that the organization does not own its performance or rehearsal space and therefore cannot be liable for any injuries or damages suffered by the student as a member of the organization. Student acknowledges and agrees that dance is a physically strenuous and difficult undertaking, which carries with it a real and genuine risk of injury. Accordingly, the student hereby releases and discharges the organization from any and all liability of whatsoever kind and nature of injury rising out of or related to the student's instruction, rehearsal or performance activities.

Program Fee:

Senior Company:	\$550	Junior Company:	\$500
Apprentice I:	\$450	Apprentice II:	\$400

- 1) Monthly payments are due the first day of the month, regardless of closings, holidays or the day your child's class falls on. (based on 10 months, August – May).
- 2) Failure to make a payment by the 10th of each month will result in a \$10.00 late fee.
- 3) Annual payments or one-time payments are due at the time of registration.
- 4) The penalty for a returned check is \$30.00.
- 5) The first payment is due at registration. Registration is incomplete until payment is received.
- 6) Should tuition not be up to date, student will not be allowed to audition/perform.
- 7) Registration and payments should be made online using the portal located on the CRB website: www.CovingtonRegionalBallet.com
- 8) Checks and cash will be accepted but only at Covington Regional Ballet’s studio location.
- 9) Directors and instructors will NOT accept payments.

Sibling Discount:

A sibling discount will be applied to the annual amount due for each sibling enrolled in the same program.

Program Scholarships:

It is the policy of the Arts Association to provide services for any person or family who desires to participate in Arts Association programs, regardless of the ability to pay the standard program fee. Those not able to pay the full fee may be awarded assistance based on their demonstrated ability to pay and the Arts Association’s ability to provide funding. Because the demand for financial assistance is great, the Arts Association must follow the eligibility criteria. The Arts Association reserves the right to adjust scholarships as needed during any given calendar year. Notice will be provided when adjustments will be made. To qualify for financial assistance, you must demonstrate financial need. Priority will go to students who reside in Newton County or have been enrolled in programs before. The Arts Association believes a strong sense of ownership and pride is developed if the participant has contributed to the cost of their program involvement; therefore, applicants will be asked to pay a portion of the fees and “work” off their scholarship through volunteering. At time of application/registration, the registration fee must be submitted (per student, per program/camp). Extenuating circumstances may be taken into consideration but must be documented in the application. All scholarship recipients will be required to complete the paperwork annually when registering for programs. Scholarships will be awarded based on family income and members in household in compliance with the other local non-profits’ scholarship guidelines. Scholarship applications will be processed in order they are received. Please allow two weeks for processing. Please see the attached matrix for level of support.

To apply for a scholarship, download the application from the Arts Association website. (www.newtoncountyarts.org; select the Programs tab at the top; select the Fees, Scholarships and Discounts on the left of the page.)

Withdrawing Students

Prior to a student withdrawing from CRB Company or School, we encourage the parent and student to request a meeting with the Artistic Director and/or CRB School Director. Additionally, if at any point a student is concerned about her/his progress in dance, a student (and parent) should request a conference. Without this meeting and written communication, the monthly Company fee will continue to be charged.

Level Placement and Casting

Level placement and casting decisions are made at the sole discretion of the Directors. Under no circumstances will casting decisions be discussed. Should you wish to discuss your dancer’s progress, we are happy to schedule a conference at your request. Please note that the following criterion for analysis have been provided as a courtesy to you. Careful thought and consideration goes into placement and casting, as there is no “one size fits all” model for evaluation. Please trust your directors are making decisions with your dancer’s best interest at heart.

- a) Ability (technique, line, strength, musicality, performance quality)
- b) Work ethic

- c) Maturity
- d) Potential for growth
- e) Attendance (during season and during summer “off” season)

Correspondence

All correspondence such as schedules, cancellations, etc. will be transmitted via email and text. Schedules will also be posted on the CRB website. We utilize the Remind app to distribute important reminders and schedule updates. If you have not accepted our invitation, please do so at your earliest convenience.

We kindly request that all correspondence with Artistic Director, CRB School Director, Administrators, and staff come in the form of an email. Dancers and parents should refrain from using the personal contact information for any/all directors, staff, and instructors for program related communication.

2019 – 2020 Schedule

A monthly schedule will be posted and may be subject to change. We will do our best to notify the company members as soon as possible should a change occur. Notifications will be sent via email, text (if signed up) and posted on the website and Facebook – CRB Company.

We will follow the Newton County School System calendar for holidays and breaks. However, please plan to always have rehearsal on the first Saturday of school breaks. For example, during the week of spring break your last day of school will be on Friday and you will have rehearsal the next day on Saturday. You will not have CRB rehearsals on Sunday through the following Sunday. During the weeks of performances, there will be rehearsals each afternoon/evening located at the performance venue. The exact times will be announced at a later date. Please mark the performance week on your calendar now, as attendance at these rehearsals will be mandatory.

In addition, you can check the rehearsal schedule on the Arts Association’s website located at www.newtoncountyarts.org.

***Click on the Rehearsals Tab
Select the appropriate calendar***

Schedules will also be posted through the school website at www.covingtonregionalballet.com.

Attendance and Behavior

Discipline is an integral part of dance training. Students must be on time and attend all classes/rehearsals. In the event of an absence due to illness or family emergency, please notify the CRB Administrator.

CRB members will only be allowed two (2) unexcused absences. All known absences should be preceded by written notice (either handwritten or email) at least two weeks in advance when possible. We realize there are exceptions, illness, death, etc., but advanced notice could allow for rehearsal schedules to be altered if need be. Beyond two absences will be handled on an individual basis.

If an illness is deemed not contagious or an injury occurs, the dancer will be expected to attend class/rehearsal in order to observe the instruction. Dancers unable to participate in rehearsals due to an injury may be replaced if deemed necessary for the stability of the production. This will be left up to the discretion of the Artistic Director. No one may be excused at any time one month before a public appearance without consent from the Artistic Director. Breaking this rule means automatic dismissal from the performance.

It is essential that all students conduct themselves in an appropriate and respectful manner during classes, rehearsals, and performances. Ballet instruction requires dancers to observe a healthy respect of their instructor including focus, eye contact, and demonstrated hard work. For growth as a dancer, proper training requires the teacher to give corrections on body placement as well as behavior.

Disruptive or disrespectful behavior will result in the student being required to sit out or dismissed from class/rehearsal and will result in parental notification. Parents will also be expected to maintain a respectful attitude toward all staff, directors, volunteers, parents and dancers. Parents must respect the Arts Association rules for proper behavior for their children and for their own behavior in the theatre or any other facility used by the Arts Association.

Leaving rehearsals early or arriving late is very disruptive. Three (3) incidents of arriving late or leaving early will count as an absence. Please alert the staff in advance should you need to arrive late or depart early. If either becomes necessary, parents are responsible for making sure they know of any announcements made or notes sent home.

Dancers must maintain 90% technique class attendance average to remain in good standing. Dancers failing to meet this requirement may be placed on temporary probation, removed from production, or dismissed from Company at Artistic Director's discretion. Attendance is necessary to prevent injury, further technique, and maintain positive dancer morale.

School Related & Previously Scheduled Events:

Should a student have a school related event (e.g. band concert, field trip, etc.) that may interfere with a rehearsal or performance, it is the student and parent's responsibility to notify the Directors and CRB Administrator at least 4 weeks (1 month) prior to the event date of the potential conflict. (Many of these events are already scheduled at the beginning of the school year. Please review your academic calendar of events and notify the Directors and Administrator as soon as you are made aware of any required event or event that you choose to attend.) The staff will do their best to adjust rehearsals around school related events if advanced notice is provided. However, there may be times where avoidable conflicts arise. School events requiring student participation will be excused. Optional school-related events (i.e. school dances) where a student chooses to miss a rehearsal or leave early will be counted as one of the student's two unexcused absences. Should the student have already used the two unexcused absences, the student may be required to attend a makeup rehearsal OR be removed from the work covered on the day of their absence. Examples of excused absences are sickness, death in family, school events that are part of a grade. Examples of unexcused absences are family trips, concerts, school dances, etc.

Checking In & Out of Rehearsal

Dancers entering/exiting the Building, or any class/rehearsal facility must both check in and check out with the appropriate Arts Association staff member. The instructor will also take roll at the start of class/rehearsal. If a dancer arrives late, he/she should wait at the door until no music is heard. Upon entering the dance space, the dancer shall apologize for their tardiness and ask if they may join class. This is fundamental ballet etiquette.

Training Requirements

Senior Company

- 4 Ballet/Pointe classes
- 1 Jazz class
- Modern/Contemporary

Senior Apprentice

- 4 Ballet/Pointe classes
- 1 Jazz class
- Modern/Contemporary

Junior Company I

- 4 Ballet/Pointe classes
- 1 Jazz class
- 1 Modern/Contemporary

Junior Company II

- 2 Ballet w/Pointe classes
- 1 Ballet/Pointe (*Saturdays as scheduled*)
- 1 Jazz class

Junior Company III

- 2 Ballet/Pre-Pointe classes
- 1 Jazz class

Apprentice Company I

- 1 Ballet
- 1 Jazz class

Apprentice Company II

- 1 Ballet class
- *Strongly encouraged: Jazz*

Appearance and Attire

A neat appearance is an essential part of a dancer's discipline. Ballet slippers should be worn only in the studio. While performing at a theatre, socks should be worn covering the ballet slippers unless on the marley floor. Girls' hair should be secured off the face and neck, without any loose hair. Absolutely no jewelry (with the exception of small earrings) and/or watches are to be worn. Appropriate leotards and tights must be worn for company class. Please see the Handbook Appendix for the dress code schedule. Boys should wear a white t-shirt, black pants/shorts/tights and black ballet shoes. Girls and boys may NOT wear additional garments during class unless requested by the instructor.

Each dancer will be fitted for his/her costume. This normally takes place before or after a scheduled rehearsal. Dancers and/or parents may be asked to help with basic costume maintenance which may include sewing on of straps and elastics, adding/moving of hooks and eyes, and other simple alterations.

Costumes are very expensive. Each dancer is expected to take care of her/his designated costume and be responsible for keeping up with each accessory. A fee will be charged if the costume is torn, dirtied or lost. Fees will be based upon the degree of damage. In addition, depending on the role and costume needs, dancers may be asked to purchase specific items to go with the costume such as a certain color of tights, leotard, shoes, etc. *Senior Company dancers may be asked to aid in the care and maintenance of their costumes.* More information on costume specifics will be distributed at a later date.

Dance Etiquette and Decorum

1) Students

- a) Appearance: Appropriate leotard, tights and shoes; hair is always to be neatly pulled back away from face; no jewelry except for small earrings
- b) Readiness: When instructor enters room, dancers stand and remove warm-up attire and await instruction
- c) Be present: Give instructor your full, undivided attention; memorize combinations; apply correction; make eye contact with instructor when he/she is speaking; listen to the questions of your peers and apply the information/answer(s) provided
- d) Be mindful of body language: **NO** hanging or leaning on barres, hands on hips, arms crossed, sour expressions, etc.
- e) Work intentionally with integrity!
- f) Thank your instructor at the conclusion of each class (applause, and individual 'thank you')

2) Parents

- a) Support and encourage: Pursuing dance requires dedication and discipline; each dancer progresses at his/her own rate. Encourage your student to always do their best and refrain from comparing their progress with that of their peers.
- b) Though dance is an individual endeavor, students work in an ensemble setting and must maintain healthy relationships with one another. Please support this working environment through leading by example; showing respect for your fellow parent and his/her child.
- c) Dance studio access: Please refrain from entering the studio for any reason outside of an emergency. If you need to speak with an instructor, please email the instructor or schedule a meeting.

Safety

The safety of our students is of the utmost importance to the Arts Association staff. The physical demands of dance require a great deal of strength. To limit/avoid injury, one must maintain a certain level of physical fitness. Should the Artistic Directors deem a dancer's fitness level inadequate for the demands of a particular role or company level, said dancer's safety will not be placed in jeopardy. Concerns will be communicated with dancer's parent(s).

Many of our programs rehearse in locations in and around the Covington Square. We have had instances where students have left alone or with friends to walk to the square, particularly the older students. Some parents may feel their child is old enough to do so, but others may not. Please know it is impossible for our staff to effectively "police"

students after they exit the rehearsal space. The staff would prefer that parents park and walk inside to pick their child up from rehearsals however we understand that can be difficult at times.

For those parents who want to allow their child to wait outside of the studio and/or theater, please make sure the child understands how important it is to stay on the sidewalk or inside the lobby. The traffic on Washington Street can be very busy. As it gets darker earlier in the evening, it becomes more difficult for drivers to see children, especially if they dart across the street or the parking lot.

If you would prefer to have your child stay inside the studio until you come inside to pick he/she up, please make sure your child understands. *The Arts Association, staff, instructors and/or volunteers cannot be held responsible for a child once the child leaves the designated rehearsal or performance space.*

LEAP - Learning Enrichment Through the Arts Project: School Shows:

The Arts Association partners with the Newton County School System to provide in-school performances for their students throughout the school year. With the school system having over 70% of its students on the free and reduced lunch program, the school shows are important because they help to build background knowledge for those students who may never otherwise be able to see an artistic performance outside of school.

CRB will be presenting school shows on Friday, December 13th and Friday, May 1st. Those who attend schools within the Newton County School System will be marked as attending a field trip for their absences from class on the day they perform in the school shows.

The Arts Association will notify the Board of Education Central Office staff of the students who should be excused from their classes. They will then notify the individual schools. However, we do ask that you verify your field trip status after you return to school. Should you not receive the proper absence, please notify Abigail Coggin at the Arts Association (acoggin@newtoncountyarts.org).

Dancers from school systems outside NCSS may not be granted an excused absence or field trip status. The dancer/parent will need to verify this with the dancer's school upon casting and notify Abigail Coggin in writing immediately if the dancer will not receive an excused absence. Most school systems have a "Prior Arranged Absence" policy; again, please check with your school for the regulations. The Arts Association will be happy to work with your school in order to arrange an excused absence.

Theatre Rules and Etiquette

Porter Performing Arts Center was built through a collaboration between the Newton County School System, Newton County Board of Commissioners, and the Arts Association. Therefore, we must take care of the facility and we expect our dancers, parents, and patrons to do the same.

Theatre rules should also be followed during rehearsals. Rules include, but are not limited to the following:

1. All performers should remain inside the theatre and/or rehearsal studio at all times, unless you must go to the restroom. Any dancer exiting the theatre and/or rehearsal space for any reason must ask/notify an adult in a supervisory position. However, you should tell an adult in charge and then go and come straight back.
2. No performer should be in areas outside of the designated rehearsal/performance space where performances/rehearsals are being held without an adult being present.
3. During rehearsals in the theater, performers **MUST** remain seated until it is their time to be on the stage. There should be no running throughout the auditorium at any time.
4. No food or drink will be allowed inside of the theater.
5. Conversations should be held to a minimum. We have a limited time to rehearse in the theater and will not tolerate disruption.

6. Dancers may not “break curtain”, making themselves visible beyond the confines of the stage and dressing areas while in costume. In addition, parents may not break curtain by going from backstage into the house by exiting through the stage.
7. No dancer should be roaming the halls of Porter Performing Arts Center, or any other performance venue while rehearsals are being held without adult supervision.
8. No climbing on the seats.
9. All family members must sit in the upper section of the theater during rehearsals while in the theater unless they are acting in a volunteer position. Rehearsals may be closed to everyone except staff and performers. If so, parents and family are welcome to wait in the lobby area.
10. Please refrain from approaching the Directors during theater week. Time is limited, and they must concentrate on the overall production.
11. Technical and Dress Rehearsals will be closed to everyone except staff, volunteers, and performers.

Student Code of Conduct: Attendance and Behavior

The Arts Association is thrilled to be working with your child this year. Though it is our privilege to work with your child, it is also your child's privilege to participate in a program of this caliber. Your child's program is highly subsidized by corporations and individuals in this community who believe in the importance of the Young Artists Programs and the Arts Association. The fees you pay per child are a small fraction of the cost to produce and run the programs. Therefore, certain behavior of dancers and parents is expected, as well as certain parental involvement commitments.

Dancers are expected to respect each other and Arts Association staff and volunteers. It is essential that all dancers conduct themselves in an appropriate and respectful manner during Arts Association program related activities. Disruptive or disrespectful behavior will result in the dancer being required to sit out or be dismissed from rehearsal, resulting in parental notification. Parents will also be expected to maintain a respectful attitude toward all staff, directors, volunteers, parents, and others involved in the programs. Parents must respect the Arts Association rules for proper behavior for their children and for their own behavior in the theatre or any other facility used by the Arts Association. Dancers and/or parents who fail to conduct themselves in a reasonable and respectful manner may be dismissed from the program. Maintaining proper decorum provides a safe and healthy environment where dancers may thrive. Theater etiquette and rules are in place for the safety of your students and for the smooth production of a performance.

Social Media & Online Presence

Just as we ask that our dancers, staff, administrators and parents are respectful of each other in the studio, we also ask that our CRB community is respectful of each other on social media and through any other online presence. Online bullying or harassment of any form will not be tolerated. Should you need or want to record material in classes or rehearsals, please ask permission from the instructors and/or directors before filming and/or posting. In addition, please do not take pictures inside the dressing areas.

Anti-Discriminatory Policy

The Arts Association does not discriminate on the basis of race, color, national origin, religion, age, gender or sexuality in any of its educational programs, services or activities. Any student, parent or other person who believes he or she or any student has been discriminated against or harassed in violation of this policy should immediately contact the appropriate Arts Association staff. A complaint must be made in writing. The written complaint will be reviewed and investigated by personnel.

Anti-Bullying Policy

Bullying is defined as a willful attempt or threat to inflict injury on another person, any intentional display of force or any intentional written, verbal or physical act that is perceived as being intended to threaten, harass or intimidate that causes physical harm, has the effect to interfere with a student's education or disrupts the operation of a program or creates an intimidating or threatening educational environment. Bullying is not tolerated by our organization.

Volunteer Policy

As a non-profit, the Arts Association relies heavily upon volunteers sharing their talents. All CRB Company families are expected to fulfill volunteer obligations. Should your family so choose, you may opt out for a one-time fee of **\$100**. Record will be kept of those who volunteer throughout the season. Those who did not opt out and did not volunteer will incur the fee at the end of the season and will be unable to register for any subsequent camps, intensives, or seasons until the fee is paid.

A Sign Up Genius link will be emailed and posted with volunteer opportunities. More information will be sent out as help is needed.

All volunteers and staff members must abide by certain rules while working with the programs, which include the following but not limited to:

- 1) Dress and act appropriately.
- 2) Serve as a role model for the students.
- 3) Befriend the students, but always as a mentor.
- 4) Treat all students, fellow parents, volunteers, and staff in a manner that is fair and just.
- 5) Refrain from making negative or derogatory comments about the Young Artists Programs, program members, other parents, and staff.
- 6) Insure the safety of all students, including but not limited to, their physical safety in connection with events and site locations.
- 7) Agree to provide a completed criminal record check to the Arts Association if requested. If such a check should show reason the individual should not be suited to volunteer with students, the Arts Association can immediately sever ties with the individual.

Tickets

All audience members must purchase tickets. Children under the age of 3 can sit in their parent's lap. We encourage you to purchase your tickets in advance.

Summer Expectations and Requirements

It is important for dancers to stay active during the "off" season to prevent injury and maintain physical performance. Many dancers wish to further their technique and progress by participating in classes and intensives, as great strides can be made during the summer months. Below you will find the 2020 Summer Expectations and Requirements for Company Dancers. Summer Intensives are mandatory and boot camp attendance is highly encouraged. Should you have any conflict attending the dance offerings listed below, please contact us. We are happy to suggest alternatives! (Alternatives must be approved by the Ballet Master and Artistic Director).

We encourage our older dancers to audition and attend reputable and established summer intensives outside the comforts of Covington Regional Ballet! Should you wish to audition for such a program, please schedule a conference with the Artistic Director and Ballet Master so that we may help guide you to a program that best fits your needs.

<u>Company Level</u>	<u>Expectations</u>
Rising Apprentice Dancers	Apprentice Dance Intensive July 13-17, 2020

Apprentice Company	Apprentice Ballet Boot Camp June 8 – 11, 2020 Apprentice Intensive July 13 – 17, 2020
Junior Company	Junior Ballet Boot Camp June 8-12, 2020 Junior Dance Intensive July 6-10, 2020
Senior & Senior Apprentice Company	Senior Dance Intensive June 1 – 5, 2020 Choreography Workshop Week of August 3, 2020

Participation Agreement: Academic/Fiscal Year 2019-2020

THIS AGREEMENT is made and entered into by and between the Community Arts Association in Newton County, Inc., (“Arts Association”), as defined in this Agreement, and the parent/guardian or individual (collectively, “Parent”) of the Arts Association student/individual(s) listed in this account.

1) Covington Regional Ballet School & Company (CRB), Newton County Youth Strings (NCYS), Oxford Singers (OLS, OSC, OYS, OAC), Newton County Community Band (NCCB), Theater Covington and all other designated workshops and/or camps are operated by the Arts Association in Newton County, a 501©(3) non-profit corporation located at 1169 Washington Street, Covington, Georgia 30014.

2) The Arts Association, CRB, NCYS, OS, NCCB, Theater Covington and all other designated workshops and/or camps, the Company, and its directors, officers, employees, agents, licensees, independent contractors, volunteers, successors and/or assigns, are hereafter sometimes referred to collectively as the “Arts Association”.

3) The student or individual seeks to engage the Arts Association to provide intensive training and performance experience in the art forms of dance, choral, instrumental music, acting and musical theater or collectively, “Artistic Technique”, upon the terms and conditions contained herein.

NOW, THEREFORE, the Parent and Arts Association agree as follows:

- a. **Term:** The term of this Agreement shall begin on the effective date signed at the end of this Agreement and shall automatically renew each school year until terminated by the Arts Association or the Parent in accordance with the terms and conditions of this Agreement or by law.
- b. **Assumption of Risk:** Participation in Arts Association activities carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from (i) minor injuries (ii) major injuries to (iii) catastrophic injuries. Parent hereby acknowledges that Student/Individual will participate in rigorous training and will be physically touched from time to time during his/her instruction. This may include, but is not limited to, lifting, grabbing, turning, pushing and pulling (collectively, “Physical Touching”). Parent is fully aware of the risks connected with participating in Arts Association Instruction, Productions and Activities, as defined in Section 3, and Parent voluntarily assumes full responsibility for these risks.
- c. **Waiver of Liability:** Parent agrees to release, waive, discharge and covenant not to sue the Arts Association from any and all liabilities, claims, losses, demands, or causes of action, except in the event of gross negligence of the Arts Association (subject to paragraph 14 below), that may arise from or be related to any loss, damage, accident, illness, or injury, including death, which may be sustained by Student or Student’s personal property while participating in (i) training and instruction of Artistic Techniques, (“Instruction”); (ii) on-site and off-site productions and lecture demonstrations, dance recitals, and performances (collectively, “Productions”); (iii) recreational, educational, swimming and other cultural and social events organized from time to time by the Arts Association (collectively, “Activities”); special activities and/or one-time productions that may come up from time to time (collectively, “Special Events”). Parent agrees to further release, waive, discharge and

covenant not to sue the Arts Association from any and all liabilities, claims, losses, demands, or causes of action, except in the event of gross negligence of the Arts Association (subject to paragraph 14 below), which may arise from or be related to any loss, damage, accident, illness, or injury, including death, which may be sustained as a result of Physical Touching, by the Arts Association or by students participating in Arts Association Instruction, Productions, Special Events and Activities.

- d. **Hold Harmless Indemnification:** Parent agrees to defend, indemnify and hold harmless the Arts Association from and against every loss, claim, expense (including attorney's fees and costs), liability or payment by reason of any damages or injury to person (including death) or property (including loss of use or theft thereof) arising out of or in connection with this Agreement, in proportion to and to the extent that such injury, death or damage is caused by the actual or claimed tortious conduct (active or passive) of Student.
- e. **Medical Authorization:** Parent shall complete all of the Arts Association medical information included in this Account information. It is the policy of the Arts Association that in the event of injury, every reasonable attempt will be made to contact the Parent prior to securing medical treatment beyond basic first-aid while the Student is attending, participating or traveling to or from the Arts Association Instruction, Productions, Special Events or Activities. Parent hereby agrees to authorize the staff of the Arts Association, or in their absence or disability, any adult accompanying or assisting the Arts Association, to administer or cause others to administer medical treatment to Student, as recommended by licensed medical professionals. This authorization shall remain effective until Student completes his/her participation in the Arts Association, unless revoked in writing by the undersigned Parent and delivered to the Arts Association Operation Director.
- f. **Cost of Emergency Medical Treatment:** Parent agrees to accept full responsibility for all costs of any and all medical care and emergency treatments. The Arts Association will not be responsible for the cost of any medical care or emergency treatments, but it may accept billing in its name only to facilitate submission of medical insurance claims for the Student, if applicable, or for the prompt forwarding of bills to Parent. Parent agrees that the Arts Association will not be held liable for authorizing medical treatments for the Student pursuant to Parent's authorization in this Section, and Parent hereby agrees to waive all claims whatsoever in connection with such medical treatments. This Section shall be binding upon the members of Parent's family, spouse, and heirs, assigns and personal representatives.
- g. **Consent to Participate in Arts Association Activities:** Parent authorizes the Student to participate in any and all Arts Association Activities. In arranging for such activities or excursion with third parties, Parent hereby acknowledges and agrees that the Arts Association is acting as the agent for Parent.
- h. **Consent to Participate in Arts Association Productions and Special Events:** Parent grants permission for Student to participate in the Productions and Special Events for the duration of his/her enrollment in the Arts Association with full knowledge of the assumed risks inherent in dancing and other forms of artistic instruction or related activities. Parent hereby acknowledges that participating in Productions and Rehearsals for Productions are mandatory. Parent further acknowledges that Student may be videotaped or otherwise recorded during such Instruction, Activities, Special Events, and Production(s), and such recordings are subject to Copyright Policies in paragraph 17 below.
- i. **Transportation Permission and Authorization:** From time to time, Student may be asked to participate in Special Events and Productions that require organized transportation. Organized transportation may be provided by professional drivers, parent volunteers, or a combination of both. Parent hereby acknowledges that Parent must sign the appropriate permission slips, which may be required from time to time, in order for Student to participate in such events.
- j. **Mandatory Minimum Attendance:** Each student's registration identifies course requirements. Failure to adhere to the mandatory course attendance is a material breach of this Agreement and the Student Code of Conduct and such breach may result in suspension, expulsion and termination of this Agreement.
- k. **Enrollment:** Enrollment is complete once (i) the Student's first month and/or equivalent plus registration fee has been received by the Arts Association and (ii) this signed Agreement along with completed information listed in this Account. Enrollment entitles Students to participate in all Arts Association Activities, Instruction, Special Events, and Productions.
- l. **Student Code of Conduct:** (i) *Acknowledgement:* Student and Parent have read and fully understand the Student Code of Conduct. Student hereby agrees to adhere to the Student Code of Conduct as outlined in the program

handbook (handbooks may be updated periodically, and notice will be sent to Parents about any changes or additions. (ii) *Dress Code*: The Arts Association requires the Student to adhere to a dress code as listed in the program handbook (handbooks may be updated periodically, and notice will be sent to Parents about any changes and/or additions.) Failure to conform to the Dress Code will result in removal from class, suspension or expulsion from the Arts Association. (iii) *Suspension and Termination*: Any breach of the Student Code of Conduct will be reviewed by the Arts Association Staff and may result in the Student being suspended from participating in Arts Association Activities, Instruction, Special Events, Productions and/or being expelled from Arts Association indefinitely and this Agreement being terminated.

- m. **Zero-Tolerance Policy**: Failure to adhere to the Student Code of Conduct will result in discipline which is the sole discretion of the Arts Association including up to immediate dismissal from the Arts Association and the termination of this Agreement without tuition refund. By signing this agreement, you have read and fully understand the Zero Tolerance Policy and possible discipline which are clearly defined in the program handbooks (handbooks may be updated periodically, and notice will be sent to Parents about any changes and/or additions.).
- n. **Reduction in Arts Association Liability**: The Arts Association will not be deemed “grossly negligent” in connection with any claim for damages, if the Student’s breach of the Student Code of Conduct contributed to any loss, damage, accident, illness, or injury sustained by the Student, which is the subject of the Student’s claim.
- o. **Tuition and Fees**: (i) *Pricing*: Pricing is subject to change. (ii) *Class Days, Times & Venues*: Are subject to change. (iii) *Payment Due Date*: Parent agrees to timely pay all tuition and fees on the first business day of each month that Student is enrolled. (iv) *Payment Obligation*: Parent hereby acknowledges that Parent’s signature on this Agreement obligates Parent to pay the monthly tuition no later than the first day of each month (“Tuition Due Date”) that Student is enrolled. Parent understands that Parent is responsible for the tuition unless/until this enrollment is canceled with a written 30 days notice. (vi) *Method of Payment*: Tuition payments and other fees due to the Arts Association may be made by cash, personal check, money order or credit card. Should a personal check be returned to the Arts Association due to insufficient funds, the Arts Association may require that all future payments be made in cash, cashier’s check or certified check. A service charge of \$35 per returned check will be assessed to cover processing charges. (vii) *Late Payment Fees*: If tuition is not paid by the 6th of the month, a \$10 late fee will be assessed against the Student’s account. If tuition is not paid by the end of the month, the Student will not be allowed to participate in any Arts Association Instruction, Activities, Special Events, or Productions until all past due debts have been remedied as determined by the Arts Association Staff. (viii) *Failure to Pay Tuition*: This Agreement can be terminated by the Arts Association if tuition has not been paid within 30-days of the Tuition Due Date. (ix) *Collection*: The Arts Association reserves the right to use the services of a collection agency, or similar institution, in an effort to collect any unpaid amounts that have not been paid in accordance with this Agreement. If collection and/or litigation become necessary, Parent shall be liable for any and all collection fees, actual attorney fees paid by the Arts Association, costs of litigation and court fees; (x) *No Refunds*: Parent acknowledges that it is the policy of the Arts Association that no refunds will be given. (xi) *Auto-Debit Terms*: Monthly dues will be billed to the credit/debit/bank account on file. Parent agrees to be billed for the term specified in this agreement. In the event the credit card/debit/bank account is declined, please note the Arts Association reserves the right to remove the Student from further classes until payment is made. By signing this Agreement, you irrevocably authorize the Arts Association to charge all amounts due and owing to the Arts Association to the credit/debit/bank account on file at the Arts Association without any further signature or authorization by you. You agree that the Arts Association may mark or code such transaction with a statement such as “signature on file”, “signature authorized” or similar statement.
- p. **Termination**: (i) *Without Cause*: This Agreement may be terminated without cause with 30 days written notice by either the Arts Association or Parent. (ii) *Cause*: The Arts Association can terminate this Agreement effective immediately if Parent materially breaches this Agreement. Material breaches include, but are not limited to, failure to pay tuition within 30 days of the Tuition Due Date as specified in Section 15; violations of the Student Code of Conduct resulting in suspension or expulsion as specified in Section 12; failure to deliver a complete online account information. Termination of this Agreement does not relieve you from any amounts owed by you as of the termination date.

- q. **Use of Performances and Copyright Policy:** Parent authorizes the Arts Association to photograph, film, videotape, record or otherwise capture in any media whatsoever now known or hereafter devised the Student's Instruction, Activities, Special Events, and Productions and to use such recordings for instruction, promotion, publicity and broadcast uses. All ownership (including copyright) as well as all other rights, title and interest in and to these recordings shall belong exclusively to the Arts Association. Parent further grants the Arts Association the non-exclusive right, without limitation as to time, to use and display the Student's name, biography, portrait, picture, voice, likeness and any recordings thereof for the purposes of advertising, publicizing, and promoting the Arts Association.
- r. **Governing Law and Dispute Resolution:** This Agreement shall be governed by and construed in accordance with the laws of the state of Georgia, regardless of the place of its execution or performance. Any dispute arising out of or relating to this Agreement shall be resolved in accordance with the procedures specified, which shall be the sole and exclusive procedures for the resolution of any such disputes. (i) *Negotiation Between Parties:* The Arts Association and the Student, or claimant on behalf of the Student (collectively, the "Parties"), shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between the claimant and the Arts Association executives who have authority to settle the controversy. (ii) All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. (iii) *Notices:* Each party giving or making any notice, request, demand or other communication (each, a "Notice") pursuant to this Agreement shall give the Notice in writing and use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: personal delivery, Registered or Certified Mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid), or email. If any legal action or proceeding is brought arising from or related this Agreement or arising from your Student's participation in any Instruction, Program, Production, Activities, or Special Events, that suit must be brought in the courts of Newton County, Georgia, and you consent to the exclusive personal jurisdiction of said courts, waiving all defenses thereto.
- s. **Waivers:** The Parties may waive this Agreement, particular Sections of this Agreement or any Arts Association Policy only by a writing executed by the Parent and either the (i) Artistic Director or (ii) Executive Director of the Arts Association or (iii) Operations Director of the Arts Association. Oral waivers are not enforceable.
- t. **Amendments:** The Parties may amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement. Oral amendments are not enforceable.
- u. **Merger:** This Agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of the other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement, other than those expressly stated in this Agreement.
- v. **Force Majeure:** The Parties shall not be liable for failure to perform under the terms and conditions of this Agreement if such failure is caused by or due to the acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic or any cause beyond the control of the Parties, excluding economic hardship, changes in market conditions, and insufficiency of funds.
- w. **Acknowledgement and Understanding:** Parent hereby acknowledges that Parent has read and fully understands the terms of this Agreement, and understands that Parent is giving up substantial rights, including the right to sue. Parent signs this Agreement freely and voluntarily and with sound mind.
- x. **Severability:** If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.
- y. **Captions:** The descriptive headings of the Sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.

**CRB Company
Performer and Parent/Guardian Contract
Agreement:**

I _____ (parent) and _____ (student) have read, understand, and agree to comply with the policies and procedures detailed in the CRB 2019 – 2020 Handbook and Handbook Appendix.

As the parent/guardian of student enrolled in an Arts Association program, I authorize him/her to participate in all prescribed Arts Association program activities while participating in CRB, Oxford Singers, NCYS, Theater Covington and/or summer camps, workshops or classes. I give permission to program staff to administer first aid, and, in the event of an emergency, to secure a physician for any medical treatment needed for my child. I understand that a conscientious effort will be made to locate a child's parents/guardians before any emergency action is taken. If a parent/guardian cannot be reached and major medical or surgical treatment is necessary, the physician in charge has my permission to determine method of treatment. I understand and accept that this expense will be my responsibility. I also understand that it is my responsibility to carry primary accident insurance for my child. I give my permission for my child to participate in supervised activities, and that any photos or videos taken can be used by the Arts Association in Newton County for promotional purposes. I understand that the Arts Association and affiliated organizations staff, instructors and/or volunteers cannot be held responsible for a child before or after the scheduled meeting times, once the child leaves the designated rehearsal or performance space.

I agree to indemnify and hold the Arts Association, its directors, officers, employees, contractors and volunteers harmless from and against, all claims, demands, liabilities, and suits, including but not limited to property damage and personal injury, and claims arising from the negligence of the Arts Association, its directors, officers, employees, contractors and volunteers, arising from or relating to my child's participation in the programs of the Arts Association.

Parent/Guardian Signature: _____

Student Signature: _____

Date: _____

I understand that the Arts Association in Newton County is not a licensed childcare facility. I acknowledge and understand that this organization and programs are not required to be licensed by the Georgia Department of Early Care and Learning. I acknowledge and accept that this program is exempt from state licensure requirements.

Parent/Guardian Signature: _____

Student Name(s): _____

Date: _____