

SCHOOL OF AMERICAN BALLET ENROLLMENT AGREEMENT

Little Dancers 2023 Winter Session

UPON COMPLETING THE ONLINE "SIGNATURE", I HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

- 1. Tuition Payment and Fees.** The Little Dancers 2023 Winter Session tuition fee is \$1,800. The mandatory registration fee is \$50. These fees do not cover uniforms, shoes, or other personal expenses
- 2. Obligation to Pay.** In completing the initial enrollment form for Little Dancers I acknowledge that I am obligated to pay the tuition and registration fee. I understand that no portion of the tuition or registration fee will be refunded or cancelled despite the absence, withdrawal, or dismissal of the Student from the School for any reason whatsoever.

I agree that the expenses of the School do not diminish with the departure of the Student either prior to or during the course of the term, and that this agreement is made for the entire term and is budgeted accordingly. In the event that the Student does not attend the School for any reason whatsoever or ceases to attend the School for any reason whatsoever, the School cannot and need not offset its damages by filling the vacancy by enrolling another student. If the School fills the vacancy caused by the departure of the Student, I understand that my obligation to pay tuition and registration fee for the full term remains unconditional and shall not be affected.

Further, I acknowledge that in order to ensure the health and safety of its students during the ongoing coronavirus pandemic or to remain in compliance with evolving state or local mandates on public gatherings, the School, in its sole discretion, may shift classes to a virtual platform at any point in time or may alternate between in-person and virtual classes during the term as needed. By submitting this agreement, I acknowledge that the cost of tuition will not change regardless of the form in which classes are offered throughout the 2023 Winter Session and that my commitment to pay remains unchanged regardless of the form (either in-person or virtual) that classes take.

- 3. Right to Terminate Enrollment / Rules and Regulations.** I understand that by signing this agreement, I agree to cooperate fully with the School and to abide by School rules and regulations. I further acknowledge and agree that the Student must abide by the School's rules and regulations.

I acknowledge and agree that the School has the right to suspend or terminate the enrollment of any student at any time, or to void an enrollment agreement at its sole discretion.

- 4. Student Activities and Authorizations.** I agree that the Student has permission to take part in any and all School activities. I acknowledge and agree that, notwithstanding the above, I will complete and promptly return to the School any additional permission slips, releases, and/or medical information forms regarding the Student.

I recognize that children may get hurt at School or during ballet training. I understand that ballet and dance training and other School-sponsored activities may cause serious bodily injury.

I understand that the School is not an insurer of the health or safety of the Student, and does not assume responsibility for spontaneous and unforeseen events which may occur during his or her participation in the activities described above. I acknowledge that the Student must strictly adhere to all school rules and instructions during the Student's participation in any of the activities described above.

I understand that SAB has implemented enhanced safety, operational and sanitation protocols in response to COVID-19. I further acknowledge and understand that, even in light of these procedures, there is still a risk that my child can contract COVID-19 while on SAB premises. Even when all reasonable precautions are taken, there is an unavoidable risk of exposure to COVID-19. I knowingly and voluntarily agree to assume all the risks of COVID-19 and accept sole responsibility of any infection (including but not limited to personal injury, disability, and death) or expense of any kind, that I or my child or a member of my household may experience or incur during my child's attendance in the 2022 Fall Session.

In consideration of the School's permitting the Student to participate in the activities described above, I hereby, on behalf of myself, my children, spouse, heirs, agents, executors, administrators, and assigns, release and forever discharge the School, its agents, trustees, officers and employees, for any and all demands, claims, damages, actions, and causes of action, pertaining to or arising out of the Student's participation in the above-described activities, including but not limited to, claims for negligence, personal injury, breach of agreement, or breach of warranty, except in the event of gross negligence or willful misconduct. I understand that as a result of my executing this agreement, I will be forever barred from suing the School as a result of the Student's participation in the activities described above.

5. **COVID-19 Vaccination Requirement.** I acknowledge that vaccination against COVID-19 is required for 5 and 6 year olds enrolled in the 2023 Winter Session of Little Dancers. Little Dancers students who are 5 years old or older by December 10, 2022, must receive two doses of an FDA approved COVID-19 vaccine by January 10, 2023; and proof of vaccination against COVID-19 must be submitted by January 11, 2023. Little Dancers students who will turn 5 years old between December 11, 2022 and March 24, 2023 must receive two doses of an FDA approved COVID-19 vaccine within 45 days of their 5th birthday and submit proof of vaccination to SAB.
6. **Media.** I understand that photographers, television crews, representatives of the media, and/or staff of the School will sometimes be present photographing, filming, or otherwise recording activity at the School and/or activities participated in by students at the School, including in virtual Zoom classes. I agree to permit the School and its designees to use the photographic likeness, video and television recordings, artistic, musical, and written work (the "Likeness and Work") of the Student for School purposes in any medium. I knowingly and voluntarily agree to hold harmless the School regarding the reproduction, publication, or other use of the Student's Likeness and Work, and further acknowledge and agree that by signing this agreement, I waive any claim or cause of action I otherwise might have against the School regarding such usage or damages resulting thereof.
7. **Privacy.** I understand that all student information collected by the School is kept strictly confidential. However, I understand that the law provides that "Directory Information" may be released to parties seeking this information without prior consent of the student unless the student has specifically requested that prior consent be obtained. SAB Directory Information is defined to be name, class level, and attendance dates. I also understand that the School may use student information to generate statistics about the student body on an aggregate or individual basis for grant reporting purposes.
8. **Acceptance of Agreement.** I acknowledge that the submission of my digital signature indicates that I have read this agreement and understand and accept all its terms and conditions, which cannot be changed except by express written consent of both parties. If any portion of this agreement is deemed to be unenforceable, the remaining provisions shall continue to be effective. This agreement shall be governed by the laws of the State of New York. My digital signature acknowledges approval of these terms.