

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.
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 March.

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