

Ovations Studios Policies
2022-2023
Subject to Change

"REGISTRANT" AND OTHER DEFINED TERMS

The term "Registrant," as used in this ENROLLMENT AGREEMENT, DISCLAIMER AND RELEASE ("Enrollment") means the student ("Student") enrolling for one or more sessions or productions sponsored by Ovations Studios, Inc. ("Ovations"), or, if the student is under the age of 18 or still under the financial support and/or guardianship of a parent or legal guardian, the Student and Student's parent or legal guardian. All policies set forth by Ovations are subject to change, without notice, at any time at the sole discretion of Ovations.

ENROLLMENT AND TUITION

Please note that sessions have been shortened from prior periods by 5 minutes to allow for the staggering of class start/end time as well as the cleaning and sanitizing of spaces between classes. For instance, classes previously having 60 minutes of instructional time will now have 55 minutes of instructional time to allow for cleaning and reduced traffic flow inside our spaces.

Registrant understands and agrees that this Enrollment entitles the Student to attend only the specific session, workshop, intensive, or production identified in the associated enrollment registration and does not entitle the Student to participate in any other Ovations' session, workshop, intensive, or production. For example, enrolling in a session of 2022-23 specific dance class(es) does not entitle the Student to participate in a production of any productions that occur during the 2022-23 session. Ovations reserves the right at any time to convert any offering that Registrants are enrolled into a digital offering if, in Ovations' sole determination, this is necessary or advisable due things such as: to studio conditions, health advisories, HVAC or water related problems, instructor availability, or other conditions. Such conversion may occur at any time and may persist for an extended length of time including the entirety of a session, workshop, intensive, or production.

Tuition for any session, workshop, intensive, or production is due upon Enrollment for the entire session. Tuition may be paid by credit card or by personally delivered check. Checks for tuition may be used for payment; however, if tuition is paid by check, Enrollment will not be effective, and the Student will not be entitled to participate in the session, workshop, intensive, or performance, until the check or money order has cleared Ovations' account. There will be a \$35.00 fee for each payment returned for insufficient funds. Payments in cash are neither accepted nor will entitle Student to Enrollment. OVATIONS WILL NOT ACCOMPANY OR PROVIDE ANY OVERSIGHT FOR ANY PARTICIPANT USING THE COMMON AREA RESTROOMS EVEN DURING DESIGNATED CLASS AND REHEARSAL TIME. ANY STUDENT WHO IS NOT FULLY ABLE TO GO UNESCORTED TO AND FROM THE RESTROOM WITHOUT SUPERVISION WILL BE REQUIRED TO HAVE AN ADULT CAREGIVER WAITING JUST OUTSIDE OUR FACILITY TO ACCOMPANY THE STUDENT. OVATIONS WILL NOT PERMIT ANY PARENT OR CAREGIVER WHO HAD NOT BEEN AUTHORIZED IN WRITING BY THE STUDENT'S PARENT TO ACCOMPANY A STUDENT TO THE RESTROOM. OVATIONS WILL BEAR NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR ANY ISSUES ARISING FROM A STUDENT USING THE RESTROOM. Ovations reserves the right to cancel any class in the event of under-enrollment or Ovations' inability to provide studio space or a teacher to hold a class, or for any other reason as determined by Ovations in its sole discretion. In the event that Ovations cancels a class, Ovations will notify Student or Student's family of such cancellation and provide a refund for any pro-rated tuition paid by Student or Student's family relating to such cancelled class, based on the number of classes that were not held. Ovations also reserves the right to convert any classes, or entire sessions to digital only and/or

to hold some classes, even in studio, using digital streaming. If Ovations, in its sole discretion, determines a student or family is not abiding by any policies Ovations has in place at any given time, Ovations may, in its sole discretion, require that family to participate only via digital streaming, or may drop the participant from the class or production entirely. Tuition and/or participation fees will not be refunded if Ovations drops a participant or student or if Ovations requires digital only participation due to non-compliance relating to Ovations' policies on the part of the student or family.

Placement of a Student in any given class or classes or changes in placement are determined solely by Ovations staff. While students and parents may enroll through the Parent portal and Ovations provides guidelines and general ages for certain class levels, Ovations staff will, in its sole discretion, require a student to move to a different level and different class if Ovations staff deems such movement is appropriate. For Academy and Advanced levels of classes, placements by Ovations staff are required.

Tuition and Classes listed on the Ovations website and the Parent portal are listed as correctly as possible. However, in the event that a class, performance or workshop is listed incorrectly or any details around the listing are incorrect, including dates and times of the classes/workshops, prices of these classes or workshops, or any other details, Ovations reserves the right to correct any of these details and/or charge the appropriate cost of the class after notifying the Student or Student's Parent/Guardian about the error.

There are no classes or makeup classes on scheduled studio holidays/closed days, For 2022-23 there are no classes on the following days: 9/26/2022; 10/5/2022; 11/22-28/2022; 12/5-12/2022; 12/22/2022 - 1/6/2023; 1/16/2023; 3/28/2023 - 4/9/2023; 5/12-14/2023; 5/27-29/2023. In addition, there will be no classes during our recital week. This will be either June 6-11, 2023, or June 13-18/2023. There is one session for all recital classes. This session will run September 9, 2022 - June 18, 2023. A small number of early childhood classes will be offered in two sessions: 9/9/2022 - 2/3/2023 and 2/4/2023 - 6/18/2023. These scheduled closings are subject to change at Ovations' sole discretion. There may be limited, online only opportunities for dancers who miss a class to make up a class, if there is a reasonable make up class option. However, there are no make-up options for early childhood classes and no make ups for ANY classes after April 1, 2023.

WITHDRAWAL FROM CLASSES

If Student withdraws from any session, workshop, intensive, or performance for any reason, no refund will be granted or paid for any tuitions, fees or costume fees. Further, if a Student is removed from an Ovations class or production participation for certain reasons, including disciplinary reasons or violations of Policies and Procedures set forth in any Ovations' Handbooks associated with those activities, no refunds will be granted.

DISPUTES

Any dispute concerning the terms of this Agreement will be decided under Delaware law, without regard to conflicts of laws provisions, and shall be decided through binding arbitration by a nationally recognized arbitration organization, such as the American Arbitration Association

LIABILITY WAIVER AND ASSUMPTION OF RISK

Registrant represents that (1) he/she understands that dance is a physical activity and art form; (2) Registrant is choosing to engage in such activities and/or to allow Student to do so; and (3) it may be necessary and appropriate for instructors to place hands on the student for proper placement and correction of body alignment.

Registrant agrees and acknowledges that Ovations will not be responsible and will not provide escorting or oversight if any Student needs to use one of the common area bathroom facilities even if the need to utilize the restroom arises during scheduled class or rehearsal time. Therefore, Registrant acknowledges that a Parent of the Student or a Caregiver authorized in writing by a Parent of the Student, will remain just outside of Ovations' facilities to accompany the Student to and from the restroom if necessary. Ovations will have no liability whatsoever if any harm in any form arises due to a Student visiting the restroom unaccompanied. Registrant also agrees that Student will be picked up in person just outside the inside doors to our studio as soon as Class or rehearsal ends. For any Students over the age of 9, Registrant may submit a form permitting Student to leave Ovations' facilities unaccompanied. All Students must utilize ONLY the back outside staircase door when departing Ovations facilities. Registrant hereby agrees to hold Ovations harmless relating to any harm that Student may suffer resulting from any unaccompanied dismissal.

Registrant agrees that, in exchange for Student being permitted to participate in the Enrollment session, workshop, intensive, or production, Registrant must and will indemnify and hold harmless Ovations, and any and all owners, officers, directors, shareholders, employees, contractors, and agents of Ovations, and their family members, heirs, executors and administrators ("Indemnitees"), from and against any and all liability arising out of or in consequence of any mental, emotional or physical injury, contagion exposure, illness, or death, sustained by Student, Registrant, any family member or caregiver of Student or Registrant, and any invitee of Student or Registrant, arising from participation in, attendance at or commuting to or from the Enrollment session, workshop, intensive, or production. Registrant agrees that none of Student, Registrant, any of their heirs, assigns, representatives, and invites will make a claim against Ovations for any such injury, illness, or death. Registrant represents that he/she has carefully read this liability waiver, has had the opportunity to seek legal advice, and fully understand its contents. Registrant understands that this agreement is intended to be as broad as permitted by the laws of the State of Maryland.

Registrant requests and authorizes that in his or her absence, Student may be admitted to any hospital or medical facility for diagnosis and treatment and authorizes physicians, or other such licensed professionals, to perform any diagnostic procedures, treatment procedures, operative procedures and x-ray treatment of the student. There is no guarantee as to the results of examination or treatment. Registrant authorizes the Ovations, its owners, members, Board of Directors, and all employees and agents of these parties to act for Student according to their best judgment in providing or arranging for emergency care in any emergency requiring medical attention.

Privacy Policy: Ovations asks Registrants to provide personal information about Registrant and Students - including addresses, birthdates, genders, and other personal information - when enrolling in dance and other classes and productions, when requesting information from us, and when registering on our site. Ovations will use your personal information to fulfill your specific request and to make contact with you related to that request and to keep you up to date on various events and other information about Ovations. For example, when you provide personal information to enroll in a dance class, we will use that information to register the Student, but we will also use that information to contact you about billing and

service matters or if we have a question or dispute with you. If you contact us with questions about our products or services, we will use your contact information to answer your specific questions but may also use your personal contact information to provide additional materials about our products or services at a later date. Ovation Studios will access your personal information and/or share it with third parties only for the following purposes: (i) as needed to confirm compliance with the terms of your registration agreement or to enforce our rights under a registration agreement; (ii) if required to do so by law or to comply with legal process; (iii) to protect the rights, property, or personal safety of the public or our community; (iv) in connection with a merger, consolidation or sale of substantially all assets of Ovation Studios, (v) for insurance and compliance with laws matters, (vi) for marketing purposes, (vii) for payment requirements such as credit card processing and cashing of checks. Ovation Studios will not sell your personal information to anyone, except that Ovation Studios may sell all rights to some or all of our products and the sale of your personal information may be part of that sale. Ovation Studios is committed to ensuring the security of your personal information. Ovation Studios stores your personal information in secure operating environments that are not accessible by the general public. Credit card numbers are used only for processing payment. Credit card information is accepted only through a portion of our website that encrypts the credit card information before transmission for your added protection. The credit card and banking information is also shared with third party banks and credit card processors for the purpose of processing payments. Ovation Studios may also gather and use data to analyze the effectiveness of various marketing strategies, for analyzing the performance and use of our products and services, and for other marketing or product improvements. When doing so, Ovation Studios will attempt to remove information that could be used to identify you. Cookies are pieces of information that a website transfers to your computer. Most browsers allow users to refuse cookies. Please refer to the information about your browser. You must accept cookies to use Ovation Studios' software. Ovation Studios is taking care and has implemented commercially reasonable practices and procedures designed to effectively prevent sending a commercial electronic mail messages to anyone who has let us know that they do not want to receive those messages. In order to opt out of receiving email messages from Ovation Studios, please use the "unsubscribe" option included in our mass emails. If you are unable to successfully unsubscribe, please contact us at (301)355-0095 or send us an email to contact@ovationstudios.com to request to be removed from our email distribution list. However, please note that if you do not provide correct contact information and/or you unsubscribe, you may miss critical enrollment or other information.

PHOTO AND VIDEOTAPE RELEASE

Registrant grants Ovation Studios the right to take, obtain, use and incorporate the use of photographs and/or videotapes or any other film or digital recordings or image capture of Student for publicity or display purposes relating to the business of Ovation Studios. Further, Registrant grants the right to record or capture images and recordings of all Ovation Studios offerings that utilize digital streaming of content including Zoom, digital streaming of rehearsals and performances from theaters and other streaming services Ovation Studios chooses to utilize.

ONLINE CONTENT

From time to time or for an extended Ovation Studios may provide digital recorded or streaming classes or rehearsal videos. Ovation Studios reserves the right at any time, and for any length of time, to convert any or all of its offerings to digital options. Registrants agree that participation in digitally available content is subject to the Release of Liability and Assumption of risk included in these policies even if Registrant, Student, or Participant is engaging in activities associated with recordings or streaming content from a location different from Ovation Studios' physical location. Students and Participants using or viewing any digital content agree to use these digital resources only if doing so will not lead to harm of any Student or Participant or anyone else in the vicinity of Student/Participant and any property proximate to Student/Participant. Registrant and Student or Participant agree to have adult supervision at all times

when digital content is being used. Further, the photo and video recording release provision included in the policy also explicitly applies to the recording, capture and transmission of Registrant, Student and Participant photos, videos or live streamed images and video captures. By participating in the online content, Students, Participants and their Guardians and Registrants also release Oventions of any liability, harm or potential harm caused or relating to the capture, misappropriation, dissemination or alteration of any of the digital content, including recordings of Students and Participants. Oventions cannot guarantee that recorded or streamed content will not be misused or further transmitted without the permission of Registrant, Student, Participant or Oventions. While Oventions will use reasonable measures to safeguard the content, as determined in the discretion of Oventions, we cannot guarantee that content, including images of minors, will not be further distributed. We use 3rd parties such as Zoom and Vimeo to support our digital content. Oventions has no control over these or other 3rd parties. Registrants, Students, and Participants agree not to hold Oventions liable for any harm or potential harm that may result from the use of 3rd party platforms and the sharing of recordings and streamed content with these 3rd parties.

MISSED CLASSES

There is no tuition allowance or reimbursement for any class missed for any reason. Missed classes (other than those missed due to weather cancellation or other cancellation necessary due to factors such as building HVAC or plumbing emergencies, in the sole discretion of Oventions, caused by circumstances out of the control of Oventions including, but not limited to, weather, water or plumbing related emergencies) may be made up in a similar class within the same time period if there is another similar class offered during the same session (e.g., a missed class may be made up by attending another class of same genre ((i.e., ballet, tap, etc.)) at same level or, if needed for scheduling one level below student's enrolled class level, during the same year). If there is no similar class offered in any given session, Oventions will work with families to schedule a suitable makeup session; however, there are no guarantees that a make-up class can be scheduled. In person make-up classes are limited to classes that have available space. If your dancer requires a make-up in a full class, they will have to attend said make-up class via Zoom as we will be unable to accommodate a space in the studio for them.

During weeks of performances including, but not limited to: Nutcracker, Competitions or Dance Productions and Recitals, no make-up classes will be permitted. There are no make ups whatsoever for any classes, intensives, workshops, or any other programs offered during the summer.

Please note that dancers involved in our performance opportunities (Nutcracker, Competition, Recital, etc.) may be required to schedule make-ups to avoid an absence penalty as defined below.

ATTENDANCE POLICY

All Students are expected to attend their regularly scheduled classes. Excessive absences may affect recitals, performances, participation and/or advancement and could lead to injury for the dancers or those around them. Oventions may, at its sole discretion, require Students who are excessively absent to take makeup classes (online only in most cases) to accommodate for the absences, keep up with their cohort and maintain reasonable physical condition to safely attend classes in which the Student is enrolled. At certain levels, failure to attend classes may lead to a downward adjustment in Student's class level. In some cases of excessive absences or behavioral problems, Oventions may require Student to be dismissed from the class. In no event, however, will refunds be provided due to Student absences, even in the unlikely event that excessive absences by a Student may lead Oventions to dismiss the Student.

Nutcracker, Other Performances and Competition Class and Attendance Requirements: For Students enrolled in Nutcracker, and other performance companies, there are additional class commitments required. Make ups MAY be permitted on a limited basis, but in almost all circumstances these will be via

ZOOM participation only. THERE ARE NO MAKEUPS FOR EARLY EDUCATION CLASSES AND NO MAKEUPS FOR ANY CLASSES AFTER APRIL 1, 2023. Students in the Nutcracker must also be enrolled in ballet classes at Ovations during the session(s) when the Nutcracker production and rehearsals take place. For Advanced Ballet Students, the requirement is at least two 1.5-hour Ovations ballet technique classes and at least one 30-minute supplemental course per week during the relevant session; Ballet D/E, E and Intermediate students are required to take at least two one hour ballet classes per week. For all other Students, the requirement is at least 1.5 hours of Ovations ballet classes per week during the relevant session for participants 9 and up who are not en pointe and 45-60 minutes for those students aged 5-8. Students enrolled in any Nutcracker may not miss more than 2 regularly scheduled ballet classes per session (in person or via live streaming). A Student who misses more than 2 classes must make up these classes in accordance with Ovations makeup policies (detailed above). Students enrolled in the Nutcracker may not miss more than 1 run-through call and may not miss more than 1 choreography rehearsal call. Further, Students enrolled in Nutcracker may not miss any technical or dress rehearsals or performances. Rehearsal and performance schedules will be provided at the commencement of rehearsals but will remain subject to change at any time.

WITHDRAWAL FROM CLASSES

If Student withdraws from the session, performing company or performance, no refund will be granted or paid.

INCLEMENT WEATHER OR OTHER CANCELLATIONS CAUSED FOR REASONS OUT OF CONTROL OF OVATIONS

Due to different session and production times, Ovations DOES NOT follow Montgomery County's inclement weather policy. In the case of inclement weather, please check our website at www.OvationsStudios.com. A message will be posted by 8:00 a.m. for classes offered between 9:00 am and 2:00 PM, and a message will be posted by 12:00 PM for classes that start after 1:00 PM. It may be necessary to cancel a class for an emergency or other reason, in which case Registrant will be notified by email as promptly as possible. Weather, health issues, governmentally mandated closures, governmental restrictions or HVAC or other cancellations or closures out of the control of Ovations will not be scheduled or permitted and no makeups or refunds will be provided for classes cancelled or delayed due to weather-related or other class cancellations made due to circumstances out of the control of Ovations (as determined in the sole discretion of Ovations). Ovations reserves the right at any time to convert any or all in studio or in theater activities to digital options if, in the sole discretion of Ovations, such conversion is advisable or required due to weather, building conditions or governmental mandates or advisories.

SUBSTITUTES AND COMBINING OF CLASSES

From time to time, or even for extended times, specific teachers may be absent - due to illness, personal emergencies, maternity leave or for other reasons - from one or more classes. In the case of a teacher absence, Ovations will either combine classes of similar style at similar times, with or without differing levels, or endeavor to find a suitable substitute teacher. Combined classes may be led with some participants utilizing digital streaming in another studio. Ovations may also have a primary or substitute teacher participate via Zoom or other streaming platform to lead a class or classes on a one-off or extended basis. Ovations does not guarantee that teachers listed as primary teachers for any given class will be the teachers for any or all instances of such classes in any given session, workshop, intensive, or production. In the event that a substitute teacher cannot be organized in time for any scheduled class, the class may be cancelled, and Ovations will endeavor to provide a makeup class. However, there are no guarantees that a makeup class can be organized. Registrants and participants agree and understand Ovations commitment to the safety of our community. We have in place policies and procedures

designed to reduce the potential transmission of contagions within our facility. These policies and procedures are subject to change and updating in Ovation's sole discretion. Policies and procedures include, but are not limited to, social distancing, mask requirements, temperature checks, hand washing, frequent cleaning of surfaces and requirements for those who feel sick to stay home. Policies also include only permitting enrolled dancers into our facility. We believe this enhances the cleanliness of our facility and dramatically reduces the potential for contagion transmission in the facility. We may, from time to time, allow parents and caregivers of younger dancers to come into the facility to watch periodic "shows", but no guarantees can be made that these will be offered.

Ballet D/E, E, Intermediate & Advanced

Notes on Class Requirements: Students placed in Ballet E or above or split level (Intermediate and Advanced 1, Ballet D/E split or Ballet E/Intermediate), must take at least two classes per week. For those in split levels, they must take at least one of the lower technique level classes as well as one of the higher-level placed classes or two of the lower level classes. Also, any students approved for Pointe are required to take at least two ballet technique classes per week plus a pointe class. For Advanced only students, this would include two Advanced Ballet classes per week. Any student approved for pointe must take at least two Ovation's ballet technique classes per week at the approved level.

Notes for Recital Participation: Please note that Advanced Ballet recital pieces will be prepared in the Advanced Repertoire classes. To participate in Advanced Ballet recital pieces in the Recitals, students must enroll in at least one Repertoire class. Students approved for a split level must participate in the lower technique level class' recital dance to participate in the higher level class' recital dance. If dancers are only able to do one recital piece, the lower-level class will be automatically chosen for them.

HOLIDAYS AND SESSION DATES

The 2022-2023 session runs from 9/9/2022 – 6/18/2023. Summer sessions will be available intermittently in June, July, and August of 2023.

There will be no make ups offered for days Ovation's is closed due to holidays or inclement weather. Ovation's will be closed, and no classes will be held on: 9/27/2022; 10/5/2022; 11/22-28/2022; 12/5-11/2022; 12/22/2022- 1/6/2023; 3/28-4/9/2023; 5/12-14/2023; 5/27-29/2023; 6/5-6/11/2023. Dates are subject to change. There are no make-up classes offered during any of our performance weeks. No refunds are given for missed classes.

PROPER ATTIRE FOR CLASSES

Ballet Early Childhood Division (through Primary Ballet):

For all dancers: Long hair should be pulled back in a bun and clipped away from face. Short hair pulled back from face.

Option 1: Solid-color pink, white, black or purple leotard, pink OR skin-toned/nude tights, and pink OR skin-toned/nude ballet shoes. Dancers' tights/shoes should be the same color. Coordinating, lightweight dance or ballet sweaters or skirts at the discretion of the instructor for the session or performance, as long as the skirts or sweaters do not distract the dancer, interfere with the movement of the dancer or negatively impact the ability of the teacher to check the dancer for proper positioning and alignment.

Option 2: white or solid color snug fitting T-shirt, black tights or snug dance pants white or black socks and white or black ballet shoes.

Ballet Academy Division (Ballet A-Intermediate):

Option 1: Solid-color black or purple leotard, pink OR skin-toned/nude tights, and pink OR skin-toned/nude ballet shoes. Dancers' tights/shoes should be the same color. Coordinating, lightweight dance or ballet sweaters permitted at the discretion of the instructor for the session or performance. Long hair in bun and clipped away from face. Short hair pulled back from face.

Option 2: white or solid color snug fitting T-shirt, black tights, or snug dance pants white or black socks and white or black ballet shoes.

Ballet Advanced Division: Ballet class wear – no street clothes please. Pointe shoes should be worn and ready for class before the start of class. Hair long enough to be tied back should be in a bun. Warm-ups allowed only by teacher discretion.

Jazz, Lyrical, and Modern for All Divisions:

Option 1: Black leggings, Jazz pants or black dance shorts (with tights underneath) with solid color modest, form-fitting t-shirt or leotard. All students must pull long hair back from the face.

Option 2: Black jazz pants, joggers, fitted gym shorts with tailored solid-color T-shirt. All students must pull long hair back from the face.

Footwear: Tan jazz shoes for jazz classes unless otherwise specified during recital preparations. Check with teacher for preference on footwear for Lyrical and Modern. Absolutely NO street socks permitted in the studio, only socks specifically designed for dance floors (ex. Apolla Shocks, Bloch DanceSox, etc).

Intermediate and Advanced Jazz/Lyrical/Modern Dancers ONLY: Dancers may wear long bike shorts reaching past the fingertips at the teachers' discretion. Dancers may also wear crop tops (not sports bras) if they are modest in cut and length.

Tap and Hip Hop for All Divisions:

Tap: Black leggings, jazz pants or tighter fitting sweatpants if the ankle is showing. Form fitting solid t-shirt or leotard are permitted. Black tap shoes. Hair pulled back from face.

Hip Hop: Black leggings, Jazz pants or tighter fitting sweatpants with black tennis shoes that are ONLY worn indoor. Form fitting solid t-shirt. Hair pulled back from face.

General Attire Requirements

JEWELRY. No jewelry for any dance discipline other than small, stud style earrings that do not interfere with dancing. Medical and religious exemptions may be made.

NAMES IN ALL DANCEWEAR AND ON WATER BOTTLES AND DANCE BAGS, ETC.! Items in Lost and Found are donated to charity from time to time. OVATIONS IS NOT RESPONSIBLE FOR LOST OR STOLEN PROPERTY.

Dancers not adhering to the dress code may be asked to borrow clothes from the studio that fall within our guidelines or may be asked to observe class and take notes instead of participating if their attire presents safety concerns.

PERFORMANCE OPPORTUNITIES

Ovations offers several performances each year. All tuition associated with Nutcracker and/or Spring productions is due at the time of enrollment, and is not refundable for any reason -- even if participant is unable to participate due to illness, injury, travel or family emergencies. Further, Students and families of Students participating in any performance ("Participants") agree to abide by the additional policies set forth in the Nutcracker and/or other Production Handbooks. Violations of terms of the Handbooks could result in Participants being ejected from the Production and rehearsals. No refunds will be given based on Participants not participating in the Production for any reason or for Participants being ejected from any production due to violation of the Handbook policies by Participants or their families.

Productions: In registering for Nutcracker or other Productions, Participants and those enrolling on their behalf agree to the overall Ovations Registration policies, as in effect from time to time, for all Students enrolled in any Ovations classes or performances. For the Nutcracker and Spring productions, Participants and those enrolling on their behalf also agree to various additional policies and requirements about the rehearsal, class enrollment and attendance and performance requirements and payment of any required fees, as specified here and in the Nutcracker and Spring Production Handbooks. Each Participant must regularly attend classes and required rehearsals and participate fully in preparation for the production.

Each Participant must attend, including at a theater location, at least one dress rehearsal (and perhaps more, at Ovations' discretion), as well as all required performances. Additional requirements, policies and procedures are set forth in the Nutcracker and Spring Production Handbooks. Participants in the Nutcracker or the Spring Production must also take a minimum number of ballet classes at Ovations during the Fall Session for Nutcracker or Spring Session for the Spring Production. These class requirements are set forth above and in the Nutcracker Handbook.

There are no discounts applied to Nutcracker participation fees. Also, participation in the Nutcracker or any of our other productions does not count toward multi class discounts. There are also fees required in connection with the Spring Production and there are Recital Participation and Costume Fees required in connection with our Spring Recitals. Fees for those productions will be disclosed when registration opens for those productions.

In the event that any theater or other venue that Ovations has booked for production purposes for the Nutcracker, or any other shows including the spring production and spring recitals becomes unavailable due ANY REASON, including inclement weather, public health emergencies, governmental restrictions, plumbing or HVAC emergencies, safety lock-downs or theater owner options to reclaim use or prohibit use of the facilities under relevant theater or other venue leases, productions may need to be CANCELLED or RESCHEDULED. In the event of cancellation, there will be no refund of participation or costume fees. However, Ovations will attempt in a commercially reasonable manner (as determined solely in the discretion of Ovations) to find an alternate venue, format (possibly digital only) or date to put on the

production or show. However, no guarantees can be made that this will be accomplished. Further, if an alternate date is determined for any Ovations production that is rescheduled, no refunds will be given if a participant cannot participate in the newly rescheduled production(s).

Spring Recitals: All enrollees in the 2022-23 session will be assumed to be participating in our June recitals unless families contact us directly at Contact@OvationsStudios.com to OPT OUT of recital participation by December 9, 2022. Should a family/dancer decide they do want to participate in recital after previously opting out, recital participation is not guaranteed, and families may be charged an additional fee to account for extra shipping costs associated with shipping a single costume. Recital participation and costume fees will be posted to family accounts and charged during the Fall of 2022. These fees will typically be \$80-100 PER DANCER for participation fees and \$65-85 PER COSTUME. By enrolling in 2022 - 23 classes, you agree to the recital charges as determined by Ovations. Participants in the June Recitals must register for the appropriate class(es) and recital(s) and pay the recital participation fee(s) and costume fee(s) (per costume) on or before the registration deadline in order to participate. Recital Participants must also be registered for the appropriate level class, have paid the full tuition for the session and attend class regularly in order to participate. There are no refunds on recital participation or costume fees for any reason --even if participant is not able to participate due to injury, illness, family emergency or any other reason. Students who transfer classes after the recital deadline will likely be unable to participate in the Recital and no refunds will be provided for the Recital Registration or Costume Fee. If Students who have registered for the recital fail to attend class regularly and/or have repeated absences, they may be ejected from participation in the recital and no refunds will be granted for class tuitions, recital participation or costume fees. If the recitals are unable to be held for any reason including HVAC, weather, public health, theater cancellation, governmental restrictions or for any other reason, no refunds will be provided for recital participation or costume fees.

Competition Team: Participants in the Ovations Competition Teams rehearsals and events agree to comply with Competition Team (s) contracts that are in force from time to time. Requirements of participating on Competition Team(s) include, but will not be limited to, attendance and participation requirements as set forth by the Team leaders for any rehearsals or competitions, purchase of Team jacket(s), costumes, tights, hair accessories or other such requirements, payment of Competition Team Tuition and payment of any fees associated with participating in competitions. Competition Team participants and their families also agree to provide transport to and from any competitions and to ensure that a responsible adult for each participant remains on site at any competitions if required to do so by the Competition Leaders. Ovations Competition Team members and their families also further agree to hold Ovations completely harmless for any injury of any kind experienced by Competition Team members or any of their invited guests or family members at any Competition Team rehearsal or event taking place at either Ovations premises, at a competition venue or relating to the transportation to and from any competition venue. There are no tuition discounts applied relating to Competition team participation. There are no refunds associated with Competition Team tuitions, entry fees, media fees, and costume or any other competition team related fees. However, if a competition is cancelled and Ovations is able to receive a full or partial refund relating to that competition, Ovations will refund any entry fees paid by competition team members for that cancelled and refunded competition. There are no tuition discounts applied relating to Competition team participation.

SUMMER SESSIONS

Students or parents/guardians of Students enrolling in any summer session, intensives, workshops, or productions agree to the other terms and provisions in this Registration Agreement as are applicable. Tuition for classes, intensives and workshops is required to be paid in advance and are non-refundable. THERE ARE NO DISCOUNTS OFFERED FOR SUMMER CLASSES, INTENSIVES OR WORKSHOPS, OTHER THAN FOR EARLY BIRD ENROLLMENT. As is the case with various Ovations offerings throughout the year, Ovations reserves the right to cancel summer classes or workshops if enrollment is below a level deemed suitable by Ovations, in its sole discretion, or if Ovations is unable to identify an appropriate instructor to lead a specific class, intensive or workshop during the Summer. There are NO makeups allowed for any missed summer classes, intensives, or workshops. In cases of weather or other emergencies, such as building water and HVAC systems emergencies, public health emergencies or governmental restriction, classes and /or workshops may need to be cancelled. No refunds or makeups will be provided in the event of cancellation due to weather, studio or building related emergencies. If a class, intensive or workshop must be cancelled because a teacher cannot teach the class and a substitute cannot be arranged, Ovations will work with parents to come to a reasonable arrangement around makeup classes during the same summer session or, possibly, the Fall session immediately following the summer session. Ovations reserves the right to convert any offering to a digitally streamed offering if, in Ovations' sole determination this is necessary or advisable.

