

# 2024/2025 OVATIONS STUDIOS POLICIES

**"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 prior to the COVID pandemic have been shortened from prior periods by 5 minutes to allow for classes start/end time staggering and for 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 particular 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 2024-25 specific dance class(es) does not entitle the Student to participate in a production of any productions that occur during the 2024-25 session.

- **CLASS CONVERSION** Ovations reserves the right at any time to convert any offering that Registrants are enrolled in to a digital offering if, in Ovations' sole determination, this is necessary or advisable due to things such as: 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. If a class is held with only ONE registered dancer present, the class will be shortened by 15 minutes if a combined class option is not available.
- **AUDITING** Dancers who are close to completing their requirements may be invited to audit a higher-level class. Auditing a class allows a dancer to regularly attend a higher-level class at no additional cost. In lieu of tuition, dancers will not be eligible to participate in the recital piece for the class they are auditing. A teacher may approve an auditing student to participate in the recital, but at that point, tuition and recital fees would be charged. Please note: an invitation to audit a higher level does not constitute placement into that level. Dancers would still be expected to be enrolled in, attending, and meeting expectations in their placed class. Evaluations and placements will be solely based on the class they are placed into and not the class they have been invited to audit.

**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 via check. A late fee of 3% will be charged for electronic payments and a 3% declined payment if the balance is not settled during a 7-day grace period. Payments in cash are neither accepted nor will entitle Student to Enrollment. Refunds will incur a 5% fee.

**PAYMENT PLANS** Regular payments must be made if your family is on a payment plan for the 2024-2025 season. Failure to provide updated credit card information or to return communication in regard to payments may result in dancers being unable to participate in classes, productions, competitions, and/or recital pieces. Families that are in arrears for the previous school year will not be able to participate in priority registration until they have cleared their balance.

## RESTROOM POLICY

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 has 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.**

## LOBBY & PARENT COMMUNICATION

In order to ensure the safe egress of our dancers during changeover times, we are respectfully asking parents to wait in the hallways of the shopping center instead of in the lobby and halls of Ovations. Parents are welcome inside with any questions or concerns at any time when front desk staff is present. Teachers will be available via email conference (all staff can be contacted at [firstnamelastinitial]@ovationsstudios.com or via contact@ovationsstudios.com) but may not be available to meet in person or over the phone. In-person conferences can be scheduled with our studio manager; you can reach her via email at sarahg@ovationsstudios.com

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## CANCELLATIONS, WITHDRAWALS & HOLIDAYS

### CANCELLATIONS, PLACEMENTS, ETC.:

- 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 may, 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 level 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, intensive or workshop is listed incorrectly or any details about the listing are incorrect, including dates, times, prices, and 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.

### HOLIDAYS & MAKEUP POLICIES:

- There are no classes or makeup classes on scheduled studio holidays/closed days:
  - For 2024-25 there are no classes on the following days: 10/2-3/2024; 10/31/2024; 11/24-30/2024; 12/9-15/2024; 12/22/2024 - 1/7/2025; 3/28/2025 - 3/30/2025; 4/13-23/2025; 5/2-4/2025; 5/24-26/2024. In addition, there will be no classes during our recital week: June 2-8, 2025 (subject to change). There is one session for all recital classes. This session will run September 7, 2024 - June 16, 2025.
  - A small number of early childhood classes will be offered in two sessions: 9/9/2024 - 1/23/2025 and 1/27/2025 - 5/21/2025. The early education classes that meet in two sessions (fall and spring) will each have varying days of no scheduled classes. Please note the days classes are NOT held in the specific enrolment information for each of these Creative Movement, Foundations, Combo Ballet and Tap and other Fall or Spring session only classes.

These scheduled closings are subject to change at Ovations' sole discretion. Dancers are limited to 4 make up classes per 15 classes held for a total of 8 classes over the course of the season. However, there are no make up options for adult or early childhood classes (fall and spring session only classes) and **no make ups for ANY classes after April 1, 2025.**

### WITHDRAWAL:

- If Student withdraws from any session, workshop, intensive, or performance for any reason, no refund or pro rating 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 or pro ratings 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.

## INCLEMENT WEATHER

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](http://www.OvationsStudios.com).** A message will be posted by 8:00 AM 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.

# 2024/2025 OVATIONS STUDIOS POLICIES

## ATTIRE

Please refer to the posted dress code policies available on our website for specific information; all class or genre requirements can be found on that page.

### • GENERAL ATTIRE POLICIES:

- Please label all dancewear and accessories with your dancers name. Items in Lost and Found are donated to charity from time to time. Ovations is not responsible for lost or stolen property.
- Never wear dance shoes outside the dance studio.
- No street shoes permitted in the studio.
- No Nude Leotards in class.
- Remove all jewelry except medical alert jewelry, religious jewelry that cannot be removed or small stud earrings.
- Cover-Up before leaving the studio. Dancers should not leave the studio in only a leotard and tights; any removable cover-up is a great solution.
- Non-binary or gender non-conforming dancers should follow the dress code of their preferred presentation. If additional attire accommodations are needed, please reach out to the instructor and/or studio management.
- Dancers with medical conditions that require dress code accommodations should reach out to their instructor and/or studio management for an exception.

## SUBSTITUTES & 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 Ovations 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, BALLET E, INTERMEDIATE BALLET & ADVANCED BALLET

Students placed in Ballet D or above or split level (see below), must take at least two ballet technique classes at Ovations 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. Some dancers, such as those placed into Pointe 1, are required to take at least two pointe classes per week. For Advanced only students, dancers are required to be enrolled in at least two advanced ballet technique classes per week. All levels that require TWO classes per week (Ballet C/D, D, D/E, E, E/Int, Intermediate, Int/Adv and Advanced) must enroll in TWO classes on two separate days of the week; dancers MAY NOT stack back to back ballet classes UNLESS they are enrolled in another class on a separate day of the week.

- **Split level placements:** Split level dancers are dancers who have not fully mastered the skills of one level but are ready for accelerated coursework. Split level placements are only available for classes that have a two class per week requirement (Ballet D-Advanced Ballet). Dancers who are split-level approved for a higher-level class must also be enrolled in, attending and meeting expectations in their lower-level class. Dancers may choose to take more than one higher-level class if they would like, but must maintain enrollment in the lower level. If they intend to participate in the ballet pieces at recital, they would need to participate in the lower-level recital piece in order to participate in the higher-level piece as well.
- **Recital Participation:** Please note that Advanced Ballet recital pieces will be prepared in the Advanced Repertoire classes. In order 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 in order 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.

# 2024/2025 OVATIONS STUDIOS POLICIES

## SPRING RECITALS

All enrollees in classes eligible for the recital in the 2024-25 session will be assumed to be participating in our June recitals unless families contact us directly at [Contact@OvationsStudios.com](mailto:Contact@OvationsStudios.com) to OPT OUT of recital participation by December 15, 2024. Should a family/dancer decide they do want to participate in the 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 2024. These fees will typically be \$120-140 PER DANCER for participation fees and \$75-100 PER COSTUME. By enrolling in 2024-25 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. Dancers who are enrolled in the recital must attend a required dress rehearsal during the week of the recital (6/2 - 6/8). These rehearsals will be held in lieu of class during the week of the recital. Failure to attend dress rehearsal may result in a dancer being re-blocked or removed from a recital dance. There are no refunds on recital participation or costume fees for any reason—even if the 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 more than 8 absences (4 absences per 15 class meetings), 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, theatre cancellation, governmental restrictions, or 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, 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.

## SUMMER WORKSHOPS, INTENSIVES & CLASSES

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 is 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.

# 2024/2025 OVATIONS STUDIOS POLICIES

## PRODUCTION ENROLLMENT

**Please refer to the Nutcracker production handbook for all policies regarding The Nutcracker 2024.**

Ovations offers several performances each year. All tuition associated with Nutcracker is due at the time of enrollment and is not refundable for any reason—even if a 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 the 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. 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, 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 Production Handbook. Each Participant must regularly attend classes and required rehearsals and participate fully in preparation for the production. Each Participant must attend, including at a theatre 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 Handbook. Participants in the Nutcracker must also take a minimum number of ballet classes at Ovations. These class requirements are set forth above and in the Nutcracker Production Handbooks. 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 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 theatre or other venue that Ovations has booked for production purposes for the Nutcracker or any other shows including the spring recitals becomes unavailable due to ANY REASON, including inclement weather, public health emergencies, governmental restrictions, plumbing or HVAC emergencies, safety lockdowns, or theatre owner options to reclaim use or prohibit use of the facilities under relevant theatre 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).

## ATTENDANCE

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. **Dancers having more than 8 unexcused absences over the course of the session (or 4 per 15 classes) may warrant automatic removal from recital and/or may result in their falling behind their cohort.** Ovations may, at its sole discretion, require Students who are excessively absent to take makeup classes or set up for private lessons to accommodate for the absences in order to keep up 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, Ovations 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 Ovations 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. There are no make up opportunities for classes that meet only once per week that do not have other sections available. (Example: Tap A is only offered once per week so we cannot offer a makeup option for that class.) **THERE ARE NO MAKEUPS FOR EARLY EDUCATION OR ADULT CLASSES AND NO MAKEUPS FOR ANY CLASSES AFTER APRIL 1, 2025.**

- **Nutcracker, Other Performances and Competition Attendance Requirements:** For Students enrolled in Nutcracker, and other performance companies, there are additional class commitments required.
  - Students in the Nutcracker must also be enrolled in ballet classes at Ovations during the session(s) when the Nutcracker shows and rehearsals take place. For en pointe Students, the requirement is at least two 1.5 hour Ovations ballet technique classes per week during the relevant session; 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. 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.
  - Competition dancers must also regularly attend all of their enrolled classes. Due to the rigorous nature of competitions, dancers must keep up with their technique by attending classes consistently. The Competition Team teachers reserve the right to remove any dancer from dances and competitions due to an excess of class and/or rehearsal absences.

# 2024/2025 OVATIONS STUDIOS POLICIES

## RELEASE OF LIABILITY, 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 in the event that 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. Registrant acknowledges that there is no guarantee as to the results of examination or treatment. Registrant authorizes 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 situation requiring medical attention. PHOTO AND VIDEOTAPE RELEASE Registrant grants Ovations 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 Ovations. Further, Registrant grants the right to record or capture images and recordings of all Ovations offerings that utilize digital streaming of content including Zoom, digital streaming of rehearsals and performances from theaters and other streaming services Ovations chooses to utilize.

**TRICKS FOR DANCERS** is a class where flexibility-based skills as well as light tumbling skills are taught. If your dancer has a pre-existing condition that would increase the likelihood of injury when learning these skills, please file a doctor's note with studio management. Doctor's notes do not need to be express permission to participate, just acknowledgement that a pediatrician has been informed of your dancer's participation in this class. Due to the nature of the skills taught in this class, there will be an increased amount of contact from instructors. Teachers will facilitate spotting during tumbling skills and help position dancers in flexibility skills. Enrollment in Tricks for Dancers signifies that you acknowledge the increased level of teacher contact and assume the risk of participating in acrobatic skills; Ovations Studios will not be held liable for any injury incurred during the course of normal instruction.

## CONTAGIONS

Ovations has and will continue to take steps to moderate the risk of transmission of any organisms, contagious illnesses, and other conditions (a "Contagion") between and among individuals entering any Ovations facility, and any facility utilized for any Ovations session, workshop, intensive, or production and under the control of Ovations (together with parking lots, shared bathrooms, public hallways, theaters, locations of competitions, locations of off-site performances, etc. used by Ovations, "Ovations Sites"). However, no guarantee can be made that transmission of a Contagion at an Ovations Site will not occur. Each of Registrant, Student and Participant hereby acknowledges and agrees that Ovations bears NO LIABILITY WHATSOEVER that may result, directly or indirectly, from the exposure or possible exposure of Registrant, Student, Participant, or other person at an Ovations Site at the request of or for the benefit of Registrant, Student or Participant to any Contagion. Any Registrant, Student, Participant or other person with any contagious illness, illness symptoms or other contagious conditions is prohibited from entering all Ovations Sites. Such symptom include, but are not limited to: fever, dry cough, tiredness, aches and pains, sore throat, diarrhea, conjunctivitis, headache, loss of taste or smell, difficulty breathing, loss of speech or movement, chest pain or pressure. Temperature checks and masks may be required of anyone entering an Ovations Site. Anyone who has a temperature of 100.4 F or above (or who has a fever masked by fever reducing medication), who is displaying any contagious illness symptoms or who refuses to wear a mask is barred from entering all Ovations Sites. Further, anyone who enters an Ovations Site agrees to adhere to required policies and procedures, as modified from time to time, which shall include, but not be limited to: thorough washing of hands with soap and water for 20 or more seconds immediately before entering any Ovations Site, refraining from eating or drinking while in any Ovations Site (other than in designated areas at designated times and drinking water from a reusable water bottle brought from home), maintaining social distance, if directed, from any other persons in any Ovations Site. If Student or Participant has the above symptoms Student or Participant may participate in classes and rehearsals (if offered) remotely through streaming recorded or live content. There can be no assurances, however, that all content will be available digitally.

# 2024/2025 OVATIONS STUDIOS POLICIES

## PRIVACY POLICIES

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 also 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. Ovations 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 Ovations, (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. Ovations will not sell your personal information to anyone, except that Ovations may sell all rights to some or all of our products and the sale of your personal information may be part of that sale. Ovations is committed to ensuring the security of your personal information. Ovations 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. Ovations 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, Ovations 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 Ovations' software. Ovations 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 Ovations, 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](mailto: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.

## ONLINE CONTENT

From time to time or for an extended Ovations may provide digital recorded or streaming classes or rehearsal videos. Ovations 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 Ovations 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 Ovations 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. Ovations cannot guarantee that recorded or streamed content will not be misused or further transmitted without the permission of Registrant, Student, Participant or Ovations. While Ovations will use reasonable measures to safeguard the content, as determined in the discretion of Ovations, 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. Ovations has no control over these or other 3rd parties. Registrants, Students, and Participants agree not to hold Ovations 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.