

### 2011-2012 Student Enrollment Form (3 sided)

Student Information			
Student's Name		Birth Date	Age as of 9/1/11
		Circle: New -or- Returning Student	
Address		City	Zip Code
Primary Phone #	Secondary Phone #	Email Address (please write clearly)	
Past Dance Training (discipline, location, # years)			
Dance-related or fitness goals			
How did you hear about us?			
Guardian Information (to be completed if student is a minor)			
Guardian Name		Primary Phone #	
Relationship to Student		Email Address (required)	
Guardian Name		Primary Phone #	
Relationship to Student		Email Address	
Emergency Contact (if primary guardian[s] cannot be reached)			
Name		Relationship to Student	Phone
Medical Information			
Physician		Phone	
Please list allergies or any physical or mental conditions that may affect class participation or performance			
Dance Program Enrollment (list classes from Student Placement)			
<u>Class Title</u>	<u>Monthly Cost</u>	<u>Class Title</u>	<u>Monthly Cost</u>
1.		6.	
2.		7.	
3.		8.	
4.		9.	
5.		10.	
Tuition p/mo _____ – Multiple Class Discount (if applicable) _____ = _____ Monthly Tuition			
Fitness Program Enrollment			
<u>Class Title</u>	<u>Class Title</u>	<u>Class Title</u>	<u>Class Title</u>
1.	2.	3.	4.

**ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AGREEMENT**

The Morgan Hill Dance Center, its agents, owners, officers, members, volunteers, participants, employees, contractors and all other persons or entities acting in any capacity on its behalf including the not-for-profit Morgan Hill Ballet shall be referred to herein as "MHDC".

1. **Assumption of Risk.**

I, \_\_\_\_\_, am not a minor and I acknowledge that by being a participant in MHDC related activities, that:

A. I will have the opportunity to participate in various activities, including dance and fitness classes, workshops, rehearsals, and performances, held at the MHDC studio and elsewhere. I will receive information and instruction about dance and other related activities. I acknowledge that dance is an inherently risky activity and that by participating in any of these activities, I may be subjected to a variety of hazards and risks, both foreseen or unforeseen, which may cause me to suffer physical or emotional injury, paralysis, death or damage to myself, to third parties or to property (collectively, "Damages"). I acknowledge that such Damages can occur due to natural causes, negligence or intentional acts or omissions of MHDC, or the negligent or intentional acts or omissions of third parties and/or fellow participants. In consideration of the services of MHDC, I expressly agree and promise to accept and assume the risk of all such Damages, to include all related costs thereof, that occur during or in connection with my participation in any and all MHDC related activities.

B. I acknowledge that dance and all related activities require intense physical exertion that may be strenuous and may cause physical injury and therefore involve unique risks of Damages, and I am fully aware of the risks and hazards involved. I acknowledge the nature of sprung dance floors, "marley" floor covering, hardwood floors, mobile floor barres and other dance equipment, and the consequences of wearing ballet slippers, pointe shoes, socks or bare feet and other related dance footwear, and I accept full responsibility for my own choice of footwear. I acknowledge that the description of these risks is not complete and that other unknown or unanticipated risks may result in Damages. My participation is purely voluntary, and I elect to participate in spite of the risks. I am satisfied with the condition of MHDC's facilities and hereby assume all the risks inherent in the activities there and elsewhere. I am not relying on any oral, written or visual representations made by MHDC, including those made in brochures or other promotional materials, to induce me to participate in dance or other MHDC related activities. In consideration of the services of MHDC, I expressly agree and promise to assume the risk of all such Damages, to include all related costs thereof that occur at MHDC or elsewhere during or in connection with my participation in any and all MHDC related activities.

C. MHDC may at times deliver participants to various third parties, who are not MHDC employees, who will conduct, supervise, guide or instruct participants, in various activities. MHDC assumes no duty to certify, monitor or verify the qualifications of any third parties involved in these activities. Participant concerns regarding the qualifications of any third party conducting these activities should be directed to such third party. In consideration of the services of MHD, I expressly agree and promise to release, indemnify and hold harmless MHDC for liability of any kind for Damages arising out of the negligent or intentional acts or omissions of such third parties.

2. **Release and Waiver of Liability.** In consideration of the services of MHDC, I on behalf of myself, and my heirs, executors, agents, and assigns, hereby release, forever discharge, and expressly agree and promise to indemnify and hold harmless MHDC of and from any and all liability, claim, duty, obligation, demand or cause of action relating to or in any way connected with my participation in any and all MHDC related activities, whether presently known or unknown, suspected or unsuspected, INCLUDING, WITHOUT LIMITATION, ANY SUCH CLAIMS WHICH ALLEGE NEGLIGENT ACTS OR OMISSIONS OF MHDC.

3. **Miscellaneous.**

A. I certify that I have adequate insurance to cover any Damages I may cause or suffer while participating in dance or other MHDC related activities, or else I agree to bear the costs of such Damages myself. I further certify that I have no medical or physical conditions which could interfere with my safety in dance or other MHDC related activities, or else I agree to bear the costs and all risks that may be created, directly or indirectly, by any such condition. I hereby agree to promptly notify MHDC in writing if there is any change to my mental or physical condition which could in any way interfere with my safety in dance or other MHDC related activities, or else I agree to bear the costs and all risks that may be created, directly or indirectly, by any such change in my condition.

B. I hereby grant permission to MHDC to make movies, videos and photographs of my involvement in any and all MHDC related activities and to use them for promotional and commercial purposes without any notice, recourse or compensation to me.

C. Should MHDC be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold MHDC harmless for all such fees and costs. In the event that I file a lawsuit against MHDC, I agree to do so solely in Santa Clara County in the State of California, and I further agree that this agreement shall be governed, construed and interpreted in accordance with the laws of the State of California without giving effect to principles of conflicts of law. I further agree that this Assumption of Risk, Release and Waiver of Liability Agreement is intended to be as broad as permitted under California law and in the event that any provision of this Agreement is held to be unenforceable under applicable law, this agreement shall continue in full force and effect without such provision. No failure by MHDC to enforce any of its rights under this agreement will act as a waiver of such rights.

I HAVE READ AND UNDERSTOOD THE ABOVE AGREEMENT AND VOLUNTARILY AGREE TO SIGN THIS DOCUMENT AND BE BOUND BY ITS TERMS. BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED DURING MY PARTICIPATION IN ANY MHDC RELATED ACTIVITY, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST MHDC ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED HEREIN.

IF THE PARTICIPANT IS A MINOR, THIS AGREEMENT MUST BE SIGNED BY THE MINOR'S PARENT OR LEGAL GUARDIAN. BY SIGNING BELOW THE MINOR'S PARENT OR LEGAL GUARDIAN INDICATES THAT HE OR SHE UNDERSTANDS THAT "I" AS USED HEREIN REFERS TO BOTH HIM OR HER AND EACH OF HIS OR HER MINOR PARTICIPATES.

Parent/Guardian or Adult Student Signature:	Printed Name:
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Date:

STUDIO POLICIES		
<p><b>General Studio</b></p> <ul style="list-style-type: none"> <li>No horseplay (running, loud voices, etc.) permitted.</li> <li>Parents of children ages 5 and younger must remain on-site at all times.</li> <li>Parents are welcome to observe through viewing windows only.</li> <li>Conferences may be scheduled through Office Administrators only.</li> <li>We reserve the right to terminate any student's access to our classes and studio.</li> </ul> <p style="text-align: right;">Initial: <input style="width: 50px; height: 15px;" type="text"/></p> <p><b>Dance Class</b></p> <ul style="list-style-type: none"> <li>Please refer to and follow the "Dress Code."</li> <li>Student should arrive early for all classes with proper dance attire, dance shoes &amp; hair properly secured.</li> <li>Please call in advance when an absence is necessary.</li> <li>If student must leave early from class, please inform the instructor before class begins.</li> <li>Students are encouraged to make-up all missed classes or non-holiday breaks within two weeks. Please call in advance to schedule.</li> <li>If student arrives late, he/she should wait until the music has stopped before entering the studio so as to not disrupt the class.</li> <li>A proper warm-up is essential for injury prevention. A student arriving more than 10 minutes late should sit out the class.</li> <li>We respect the privacy of our families. No video recording or flash photography at anytime.</li> <li>Classes may be changed or added depending on enrollment.</li> </ul> <p style="text-align: right;">Initial: <input style="width: 50px; height: 15px;" type="text"/></p>	<p><b>Tuition &amp; Fees</b></p> <ul style="list-style-type: none"> <li>A returning student is a student who has enrolled &amp; attended classes within the past 6 months.</li> <li>Annual Enrollment Fee: <ul style="list-style-type: none"> <li>Dance Program: \$50 for new students, \$40 for returning students &amp; \$10 for each additional student within the same family.</li> <li><b>Fitness Program: No Annual Enrollment Fee.</b></li> </ul> </li> <li>Tuition Options: Drop-in, Monthly, or Punch Card.</li> <li><b>Monthly Tuition Option: Tuition is due by the 1st of each month. A \$15 Late Fee applies to tuition received after the 7<sup>th</sup> of the month.</b> Dec &amp; June are ½ month tuition. To add/drop from any class/es, please submit our Add/Drop Form by the 15<sup>th</sup> of the month prior to add/drop. To re-enroll within the same school year, please submit our Re-Enrollment Form and stated Re-Enrollment Fee by the 15<sup>th</sup> of the month prior to re-enrollment.</li> <li>There is \$25 fee + actual fees for all returned checks.</li> <li>There is a \$5 fee + actual fees each time a check is reprocessed for inadequate funds.</li> <li>Fees are non-refundable.</li> </ul> <p style="text-align: right;">Initial: <input style="width: 50px; height: 15px;" type="text"/></p> <p><b>Dance Program - Nutcracker &amp; Student Showcase</b></p> <ul style="list-style-type: none"> <li>All students in participating classes will learn the class dance &amp; add to their repertoire.</li> <li>For each production, a separate Enrollment Form applies &amp; must be submitted by indicated due date in order to participate in any production. Additional information will be provided on this form.</li> <li>Nutcracker: Pre-Ballet through Ballet 4 participates by having a class dance. Soloist roles are by audition only. Some non-ballet classes also participate in Nutcracker.</li> <li>Student Showcase: Most, but not all (ex: 'Parent &amp; Me'), classes participate by having a class dance.</li> <li>No video recording or flash photography at anytime.</li> <li>Student will not be permitted to perform unless all current &amp; past dues are paid.</li> </ul> <p style="text-align: right;">Initial: <input style="width: 50px; height: 15px;" type="text"/></p>	
Parent/Guardian or Adult Student Signature:	Date Signed:	Enrollment Date:
Student Signature Age 7-18 (if applicable):	Date Signed:	