

Iowa Youth Ballet



DANCER AND PARENT PLEDGE AGREEMENT

Iowa Youth Ballet, Inc.

For Ballet/ Pointe Dancers

THIS DANCER AND PARENT PLEDGE AGREEMENT (“**Agreement**”) is made and entered into as of the date set forth above the signatures to this Agreement by and among IOWA YOUTH BALLET, INC., an Iowa corporation (“**Iowa Youth Ballet**”), _____ (“**Parent**”) and _____ (“**Dancer**”).

WHEREAS, each of Iowa Youth Ballet, Parent and Dancer recognize the commitment and dedication necessary from Parent and Dancer in order for Dancer to achieve success in all Iowa Youth Ballet classes and activities, including Dancer’s participation in Iowa Youth Ballet’s dance company. Parent and Dancer hereby agree to and pledge the following to Iowa Youth Ballet and to each other.

1. Dancer Pledge.

- a. Dancer understands technique is the foundation of dance and that studio class attendance is required to maintain technique. (A “studio” is defined as any Iowa Youth Ballet approved dance studio.) Dancer understands he or she is responsible to participate in or make up eighty percent (80%) of studio classes required in order to maintain Iowa Youth Ballet’s participation requirements. IYB Ballet/Pointe dancers in Senior Company enrolled in the IYB Senior technique class are required to take an additional ballet and pointe class during the week. IYB Ballet dancers in Junior Company enrolled in the IYB Junior technique class are required to take an additional Ballet class each week. Special IYB Company classes are exclusive to IYB dancers able to participate in supplemental training. These classes are not available for makeup by non IYB Company members. IYB Company members may/should however make up this class in other studio classes. This third (second ballet class for Jr. Co.) class will quickly improve and elevate the level of the Ballet & Pointe Dancers in IYB. It is also important that these young dancers dance and train together at least once a week in addition to classes in their “home” studios. It will be a requirement that IYB dancers continue their classes in their “home” studios. Dancer students need to be enrolled in the XL Ballet program.
- b. Dancer acknowledges that Iowa Youth Ballet schedules are irregular, short-term and separated by performance piece. Dancer recognizes that the Iowa Youth Ballet’s rehearsals are specialized dance classes with no make-up times and that should a Dancer be absent from ten percent (10%) or more of Iowa Youth Ballet’s rehearsals during the term of this Agreement, as determined by Iowa Youth Ballet in its sole discretion, Iowa Youth Ballet may terminate this Agreement and neither Dancer nor Parent shall receive refund of any monies paid to Iowa Youth Ballet or to Robert Thomas Enterprises, Inc. under this Agreement. Dancers are additionally bound by the Studio agreement.
- c. Dancer agrees to do everything Dancer can to make each Iowa Youth Ballet class or rehearsal a success. Dancer will approach every Iowa Youth Ballet class or rehearsal with a positive attitude and will come to each class prepared and ready to learn.
- d. Dancer agrees to respect all people and properties that are associated with the Iowa Youth Ballet and with Robert Thomas Enterprises, Inc. Dancer realizes that he or she is at all times a representative of Iowa Youth Ballet, and Dancer agrees to conduct himself or herself in a polite and courteous manner at all times. Dancer will be respectful of all studios, dancers, teachers and parents.
- e. Dancer will attend every Iowa Youth Ballet performance, except in emergency circumstances. Dancer agrees to be ready one (1) hour before the scheduled time for each performance.

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- f. Dancer agrees to properly care for his or her costumes and will make sure that Dancer has the proper makeup, shoes, tights, hair, etc., for every event.
- g. Dancer agrees to adhere to Iowa Youth Ballet's classroom dress code at all Iowa Youth Ballet classes, rehearsals and conventions.
- h. Dancer understands that Iowa Youth Ballet is a group effort and that Iowa Youth Ballet must respect all other Iowa Youth Ballet members. Dancer agrees to give all Iowa Youth Ballet instructors and staff Dancers undivided attention and respect. Dancer agrees to make every effort to set a positive example for other Dancers. Dancer will not speak poorly of any Iowa Youth Ballet members or instructors. If Dancer has any problems with the Iowa Youth Ballet program, Dancer agrees to speak first to the Iowa Youth Ballet director before discussing the problem with any other party.
- i. Dancer agrees to pay all Iowa Youth Ballet class, rehearsal, performance participation and costume use fees in full and on time.

2. Parent Pledge.

- a. Parent acknowledges that Dancer's experience in Iowa Youth Ballet will take Dancer's performance experience to a higher level and that Dancer cannot master an advanced level without a solid foundation of the basics. Parent agrees to support the Dancer in the aforementioned terms of this Agreement.
- b. Parent acknowledges that Iowa Youth Ballet classes and rehearsals are irregular or short-term and will be billed on a flat fee basis, and Parent further acknowledges that these charges will be posted to Dancer's account as they are accrued. As a Parent I agree to pay all Iowa Youth Ballet class, rehearsal, performance participation and costume use fees in full and on time.
- c. Parent authorizes the use of Dancer's picture in any Iowa Youth Ballet or Robert Thomas Enterprises, Inc. promotional materials, including, but not limited to, promotional brochures, stationery, newspaper articles or web sites.
- d. Parents are additionally bound by the Studio agreement.

3. Waiver and Release from Liability. **Parent and Dancer acknowledge that dance is a dangerous activity and that Dancer is voluntarily participating in all Iowa Youth Ballet activities, including, but not limited to, classes, performances, and camps with Parent's and Dancer's consent and knowledge of the dangers involved. Parent and Dancer hereby agree to accept any and all risks of property damage, personal injury or death. Parent and Dancer hereby release Iowa Youth Ballet, Robert Thomas Enterprises, Inc. and any of their instructors, agents, chaperones, employees, officers, directors or any other such persons associated with either Iowa Youth Ballet or Robert Thomas Enterprises, Inc. from any present and future claims, including, but not limited to, negligence, property damage, personal injury, or wrongful death, arising from Dancer's participation in class or Iowa Youth Ballet activities.**

Furthermore, Parent and Dancer hereby voluntarily waive any and all claims, both present and future, arising from Dancer's participation in class or Iowa Youth Ballet activities, including, but not limited to, negligence, property damage, personal injury and wrongful death.

Parent and Dancer understand that classes and Iowa Youth Ballet activities involve certain risks, including, but not limited to, travel to and from the site of the class or Iowa Youth Ballet events, physical contact and the possible reckless conduct of other Dancers. These risks also include, but are not limited to, death,

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serious neck and spinal injuries resulting in complete or partial paralysis, brain damage and serious injury to virtually all bones, joints, muscles and internal organs. Parent and Dancer further understand that classes and Iowa Youth Ballet activities involve a risk of knee, head and neck and other bodily injury.

Parent and Dancer further understand that the classes and Iowa Youth Ballet activities Dancer participates in may be conducted at sites that are remote from immediate medical assistance and nonetheless agree to proceed with such activities in spite of the possible absence of immediate medical assistance. Parent and Dancer also understand that any equipment provided for Dancer's protection might be inadequate in preventing serious injury.

EACH OF PARENT AND DANCER ACKNOWLEDGE THEY HAVE READ THIS AGREEMENT AND EACH FULLY UNDERSTANDS THAT BY SIGNING THIS AGREEMENT, EACH OF PARENT AND DANCER ARE GIVING UP LEGAL RIGHTS AND/OR REMEDIES THAT MAY BE AVAILABLE TO PARENT AND/OR DANCER. DANCERS AND PARENTS ARE ADDITIONALLY BOUND BY THE STUDIO AGREEMENT.

4. Miscellaneous. This Agreement shall be governed and construed under the laws of the State of Iowa. This Agreement supersedes all previous agreements, whether written or oral between the parties, contains the entire understanding between the parties and may be modified only in writing signed by the parties. **EACH OF THE PARTIES TO THIS AGREEMENT WAIVES THE RIGHT TO TRIAL BY A JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT.** Each of the parties to this Agreement agrees that in the event an action is commenced to enforce the terms of this Agreement or for breach of this Agreement, such action shall be venued in either the United States District Court sitting in Polk County, Iowa, or the Iowa District Court in and for Story County, Iowa.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date set forth below.

mail to: Iowa Youth Ballet att: Robert Thomas PO 253 Ames IA 50010

Date: _____

Date: _____

By: _____
"Parent"

By: _____
"Dancer"

Print Name: _____

Print Name: _____

Address _____
Street City Zip

Home Phone: _____ Parent/Guardian Name: _____

Work Phone: _____ Email: _____

"Iowa Youth Ballet"

By: _____
Miyoko Kato Thomas Co-Artistic Director

By: _____
Robert Thomas, Co-Artistic Director, Executive Director