

2021-2022 MMB Dancer Commitment Contract

- I will be in class with the proper attire, warmed up, and focused before class begins. I will take sole responsibility for being on time to all classes, rehearsals, and performances.
- I will come to class prepared. This includes completing any outside class assignments and rehearsals.
- I will respect the facility around me and take responsibility for lost or damaged property, as well as clean up after myself and behave appropriately at all times.
- I will only eat or drink in designated areas, only water is allowed in the studios.
- I will be focused during class. I will be supportive of my peers and participate fully for the duration of each class. I will maintain a consistently respectful attitude towards my peers, my instructor, MMDA/MMB administrators and the faculty.
- I will apply corrections and follow directions.
- I will commit to daily improvements in my work.
- I will take responsibility for, and contribute to, the success of each class.
- I will attend other arts performances in the area and broaden my understanding of the Arts as a whole.
- I will be persistent. I will strive for consistency in my class work by accepting setbacks and refocusing my energies.
- I will practice good behavior outside of the classroom.
- I will respect the judgment of the faculty regarding my progress in the curriculum.
- I will be respectful of different viewpoints, cultures, and lifestyles.
- I will honor my financial and volunteer obligations as outlined in the MMB handbook.
- I will abide by all company rules and policies as outlined in the MMB handbook.

I have read and understand the Dancer Contract. I agree to abide by these rules and guidelines. I understand that failure to do so may result in my/my child not performing with the MS Metropolitan Ballet.

Parent Signature

Date

Dancer Signature

Date

ASSUMPTION OF RISK: MISSISSIPPI METROPOLITAN BALLET PARTICIPATION

(BINDING LEGAL DOCUMENT -- READ CAREFULLY BEFORE SIGNING)

I understand that participating in the Mississippi Metropolitan Ballet (including, for purposes of this Agreement, all activities associated with the Mississippi Metropolitan Ballet, including transportation to and from events or off-site locations) may involve risks of bodily injury, property damage, and other dangers associated with participation in such activities. Dangers related to such activities may include but are not limited to: loss of or damage to personal property, broken bones, strains, sprains, bruises, drowning, concussion, heart attack, heat exhaustion, exposure or threat of exposure to any communicable disease, bacteria, parasite, virus or other organism, injuries associated with travel, and death.

The parent or guardian of each minor participant in Mississippi Metropolitan Ballet acknowledges and accepts these risks. The decision to permit participation is solely that of the parent or guardian; participation is completely voluntary.

As the undersigned parent or guardian, I acknowledge that the Mississippi Metropolitan Ballet does not warrant or guarantee in any respect the competency or mental or physical condition of any instructor, leader, vehicle driver, or individual participant in any Mississippi Metropolitan Ballet. I further acknowledge that the Mississippi Metropolitan Ballet makes no warranty as to the condition, safety, or suitability of any equipment, vehicle, property or premises for any purpose. The parent or guardian of each participant in voluntary participation of the Mississippi Metropolitan Ballet is required to sign this Release, Waiver of Liability and Covenant Not to Sue form.

I acknowledge that I am solely responsible for any hospital or other costs arising out of any bodily injury or property damage sustained through my minor child or ward's participation in this voluntary Mississippi

Metropolitan Ballet. I acknowledge that the Mississippi Metropolitan Ballet does not provide insurance coverage for my minor child or ward.

I have read and understand this document. I understand that I will be provided with a copy of this document upon request. On my own behalf and on behalf of my minor child or ward, I accept and assume all risks, hazards, and dangers involved in such Mississippi Metropolitan Ballet in which I may elect allow my minor child or ward to participate, including the preparation for, and travel to and from the site of such activities.

_____ Parent/Guardian Initial

RELEASE, WAIVER OF LIABILITY AND COVENANT NOT TO SUE

(BINDING LEGAL DOCUMENT -- READ CAREFULLY BEFORE SIGNING)

I hereby agree that for the sole consideration of the Mississippi Metropolitan Ballet and the Mississippi Metropolitan Dance Academy allowing my minor child or ward to participate in voluntary Mississippi Metropolitan Ballet and in connection therewith, making available to such minor child or ward for his or her use while participating in such Mississippi Metropolitan Ballet, certain equipment, vehicles, facilities, grounds, or personnel of the Mississippi Metropolitan Ballet and the Mississippi Metropolitan Dance Academy, on my own behalf and on behalf of my minor child or ward, I do hereby waive liability, acquit, release and forever discharge the Mississippi Metropolitan Dance Academy, the Mississippi Metropolitan Ballet, its Board of Directors, their members individually, and their officers, agents, contractors, volunteers, and any employees from any and all claims, demands, rights, and causes of action of whatever kind or nature, arising out of all known and unknown, foreseen and unforeseen bodily and personal injuries, mental or emotional injuries, damage to property, and the consequences thereof, including death, resulting from my minor child or ward's voluntary participation in or in any way connected with such Mississippi Metropolitan Ballet, including without limitation travel.

I further covenant and agree that for the consideration stated above I will not sue the Mississippi Metropolitan

Dance Academy, the Mississippi Metropolitan Ballet, its Board of Directors, their members individually, and their officers, agents, contractors, volunteers, and any employees, for any claim for damages arising or growing out of my minor child or ward's voluntary participation in Mississippi Metropolitan Ballet at or in conjunction with Mississippi Metropolitan Dance Academy.

I understand that the acceptance of this release, waiver of liability, and covenant not to sue the Mississippi

Metropolitan Dance Academy, the Mississippi Metropolitan Ballet, its Board of Directors, their members individually, and their officers, agents, contractors, volunteers, and any employees, shall not constitute a waiver, in whole or in part, of any immunity provided by law to said Board of Directors, its members, officers, agents, volunteers, and employees.

I understand that I will be provided a copy of this document upon request. I certify that I am over 18 years of age and suffering under no legal disabilities and that I have read the above carefully before signing.

_____Parent/Guardian Initial

PHOTO/VIDEO RELEASE AND COVENANT NOT TO SUE

(BINDING LEGAL DOCUMENT -- READ CAREFULLY BEFORE SIGNING)

I, the parent or guardian of the below-named student, do hereby grant permission to Mississippi Metropolitan Ballet, its Board of Directors, and their successors, licensees and assigns (hereinafter referred to Releasees) permission to photograph me or otherwise record my child's image, and to publish such image or depiction in any form, including, but not limited to, print, electronic, video or Internet. I hereby consent and permit such images or depictions to be used by Releasees for any purpose, including but not limited to illustration, trade, advertising or promotion. I understand and agree that Releasees may publish such images or depictions without notification prior to or after such publication.

I hereby grant to Releasees permission to edit, crop, retouch, or otherwise alter such images or depictions, and waive any privilege to inspect such images or depictions prior to publication. I understand that Releasees may use the images or depictions with or without associating my name thereto, and I waive any privilege to approve any copy associated with such images or depictions prior to publication. I further waive any claim for compensation of any kind for the use or publication of the images or depictions.

I hereby forever discharge and release any claim for damages of any kind (including, but not limited to, invasion of privacy or misappropriation) arising out of the use or publication of such images or depictions by the Releasees, and covenant and agree not to sue the Releasees, their employees, officers, members, servants or agents for such use or publication. I agree that any intellectual property rights associated with such images or depictions are the sole property of the Releasees. All grants of permission and consent, and all covenants, agreements and understandings contained herein are irrevocable.

I understand that the acceptance of this Release and Covenant not to Sue by the Releasees shall not constitute a waiver, in whole or in part, of the sovereign and official immunity of the Releasees, or their members, officers, agents and employees.

_____ (Parent/Guardian Initial) I hereby give permission for my child to be portrayed in photographic images made during or in conjunction with participation in the Mississippi Metropolitan Ballet and the Mississippi Metropolitan Dance Academy.

PERMISSION STATEMENT (Parent/Guardian Initial Each Statement)

_____ I hereby give permission for my child to participate with Mississippi Metropolitan Ballet and all activities that it entails.

_____ I hereby grant permission to the Mississippi Metropolitan Ballet to seek treatment as may be necessary in the best interest of the health of my child/dependent. I understand and agree that the Mississippi Metropolitan Dance Academy, the Mississippi Metropolitan Ballet, its Board of Directors, their members individually, and their officers, agents, contractors, volunteers, and any employees are not legally liable, financially or otherwise, for such treatment.

_____ I have read and initialed the previous pages: Assumption of Risk – MS Metropolitan Ballet Participation; Release Waiver of Liability and Covenant Not to Sue; Photo/Video Release and Covenant Not to Sue.

_____ I understand that I will be provided a copy of this document upon request. I certify that I am over 18 years of age and suffering under no legal disabilities and that I have read the above carefully before signing.

Print name of parent or guardian

Print name of minor participant

Signature of parent or guardian

Date