

CIVIC DANCE CENTER

Participation Agreement

Definitions

For purposes of this Agreement, the term "**Civic**" includes Civic Dance Center, LLC, Troupe Civic, and Bakersfield City Ballet, together with their owners, officers, board members, employees, faculty, instructors, independent contractors, guest teachers, choreographers, volunteers, photographers, videographers, agents, representatives, sponsors, partner organizations, and the owners or operators of facilities where Civic-sponsored activities are conducted.

This Agreement applies to participation in any Civic-sponsored activity, including but not limited to:

- Dance classes
- Rehearsals
- Performances
- Demonstrations
- Outreach performances
- Workshops
- Master classes
- Auditions
- Competitions
- Conventions
- Costume fittings
- Educational events
- Community outreach activities
- Travel sponsored or organized by Civic
- Any related activity conducted or sponsored by Civic

Purpose

Civic strives to provide a positive, safe, respectful, and professional learning environment where students can develop artistically, technically, and personally.

Participation is a privilege that carries responsibilities for students, parents, guardians, and guests. By registering, participants agree to uphold the standards outlined in this Agreement.

Student Expectations

Students are expected to:

- Follow the direction of instructors, staff, volunteers, and authorized personnel.
- Demonstrate courtesy, respect, professionalism, and good sportsmanship toward fellow students, families, instructors, volunteers, and audience members.
- Arrive on time, prepared, and dressed according to Civic's dress code.
- Participate to the best of their ability while maintaining a positive attitude.
- Treat studios, theaters, costumes, props, equipment, and facilities with care.
- Immediately report injuries, unsafe conditions, or concerns to an instructor or staff member.
- Follow all safety instructions during classes, rehearsals, performances, competitions, conventions, outreach events, travel, and other Civic activities.

Students are expected to contribute to a positive atmosphere that supports learning, teamwork, and artistic excellence.

Parent and Guardian Expectations

Parents and guardians play an important role in supporting Civic's educational mission.

Parents and guardians agree to:

- Communicate respectfully with instructors, staff, volunteers, board members, and other families.
- Support a positive environment for all students.
- Respect instructional decisions made by Civic faculty and artistic staff.
- Maintain current emergency contact and medical information.
- Review and comply with studio policies and communications.
- Ensure students arrive on time and are picked up promptly when required.
- Encourage respectful behavior both in person and online.

Parents are expected to model the same professionalism and respect that Civic expects from its students.

Health and Safety

Participants agree to prioritize the health and safety of themselves and others.

Participants should not attend classes or activities when experiencing symptoms of a communicable illness that could reasonably place others at risk.

Parents and guardians agree to notify Civic of any medical conditions, allergies, injuries, or restrictions that may affect safe participation.

Conduct

Civic is committed to maintaining a welcoming environment free from harassment, intimidation, discrimination, bullying, or disruptive behavior.

The following behaviors may result in disciplinary action, suspension, or removal from participation.

- Unsafe conduct
- Harassment or bullying
- Disruptive behavior
- Damage to property
- Theft
- Physical or verbal abuse
- Failure to follow instructor or staff directions
- Conduct that negatively affects the safety, wellbeing, or experience of others

Civic reserves the right to determine appropriate corrective action based on the circumstances.

Travel and Off-Site Activities

When participating in competitions, conventions, outreach performances, educational events, or other Civic-sponsored activities held away from Civic facilities, participants are expected to comply with all Civic policies, venue rules, and instructions from authorized Civic personnel.

Parents remain responsible for transportation unless otherwise specifically arranged and communicated by Civic.

Communication

Civic communicates important information through its registration system, e-mail, website, social media, and other official communication channels.

Parents and guardians are responsible for reviewing these communications and ensuring their contact information remains current.

Failure to receive or review communications due to outdated contact information does not relieve participants of their responsibilities under Civic policies.

Compliance with Policies

Participants understand that Civic may periodically revise studio policies to improve safety, operations, educational programming, or legal compliance.

Current policies will be communicated through Civic's official communication channels and will supersede prior versions when applicable.

Reservation of Rights

Civic reserves the right to deny, suspend, or terminate participation when it determines that continued participation is not in the best interest of the student, other participants, staff, volunteers, or the organization, or when conduct is inconsistent with Civic's mission, policies, or safety standards.

Assumption of Risk

Acknowledgement of Inherent Risks

I understand that participation in dance and related activities is a voluntary recreational activity that involves inherent risks which cannot be completely eliminated, regardless of the care taken by instructors, staff, volunteers, or participants.

I understand that ballet and other forms of dance require physical strength, flexibility, balance, coordination, endurance, and repeated athletic movement, and that participation may involve strenuous physical activity.

I understand that these risks exist during all Civic-sponsored activities, including classes, rehearsals, performances, outreach performances, competitions, conventions, master classes, workshops, travel, backstage activities, costume fittings, and other related events.

Examples of Risks

I understand that participation may expose me or my child to risks including, but not limited to:

- Slips, trips, and falls
- Muscle strains or tears
- Sprains
- Fractures or broken bones
- Joint injuries
- Tendon or ligament injuries
- Cuts, bruises, abrasions, or contusions
- Head injuries, including concussions
- Overuse injuries

- Fatigue or exhaustion
- Dehydration
- Heat-related illness
- Illness requiring medical treatment
- Injuries resulting from physical contact with other participants
- Injuries caused by accidental collisions
- Injuries associated with lifts, partnering, pointe work, jumps, turns, or choreography
- Equipment or costume-related incidents
- Travel-related injuries
- Emergency situations requiring medical attention

I understand that these examples are not intended to be an exhaustive list and that unforeseen risks may also exist.

Risks Related to Facilities and Travel

I understand that Civic activities may occur in dance studios, theaters, schools, convention centers, hotels, performance venues, community facilities, outdoor locations, transportation vehicles, or other facilities not owned or controlled by Civic.

I understand that participation in off-site activities and Civic-sponsored travel presents additional risks, including transportation-related incidents, unfamiliar environments, changing weather conditions, uneven surfaces, crowds, and other conditions beyond Civic's control.

Voluntary Participation

I understand that participation in Civic activities is entirely voluntary.

After carefully considering the risks involved, I voluntarily choose to allow myself or my child to participate in Civic-sponsored activities.

I acknowledge that some risks are inherent in dance and cannot be completely eliminated, even through reasonable supervision, instruction, facility maintenance, safety precautions, and adherence to established policies.

Waiver of Liability

Release and Waiver of Liability

To the fullest extent permitted under California law, I, on behalf of myself, my child, my heirs, successors, assigns, personal representatives, and anyone acting on my behalf, voluntarily release, waive, discharge, and covenant not to sue Civic from any and all claims, demands, causes of action, damages, losses, liabilities, costs, expenses, or attorney's fees arising from or relating to participation in Civic activities to the extent such claims arise from ordinary negligence.

This Release applies to injuries, illnesses, property damage, economic loss, or other damages occurring before, during, or after participation in Civic-sponsored activities, whether occurring on Civic premises or at any off-site location where Civic activities take place.

No Release of Gross Negligence or Intentional Misconduct

I understand and acknowledge that this Agreement does not release claims arising from gross negligence, reckless conduct, willful misconduct, or intentional wrongful acts to the extent such claims cannot legally be waived under California law.

Minor Participants

If I am signing on behalf of a minor participant, I certify that I am the parent or legal guardian authorized to execute this Agreement on the minor's behalf.

I understand that I am assuming responsibilities described in this Agreement on behalf of my minor child to the fullest extent permitted by California law.

Indemnification

To the fullest extent permitted by law, I agree to indemnify, defend, and hold harmless Civic from any claims, liabilities, damages, judgements, costs, expenses, or reasonable attorney's fees arising out of:

- My own acts or omissions;
- My child's acts or omissions;
- My breach of this Agreement; or
- Claims brought by or on behalf of my minor child that are inconsistent with the acknowledgements and agreements contained in this document,

except to the extent prohibited by applicable law.

Property Damage

I accept responsibility for damage caused by myself or my child to Civic property or to the property of others when such damage results from intentional misconduct, misuse of equipment, or failure to follow Civic policies or staff instructions.

Compliance with Safety Rules

I understand that Civic establishes policies, rules, and procedures to promote participant safety.

I agree that failure by myself or my child to comply with those policies may increase the risk of injury, and I accept responsibility for risks arising from failure to follow safety instructions or Civic policies.

Medical Authorization & Emergency Care Consent

Emergency Medical Authorization

In the event that I or my child becomes ill or injured while participating in a Civic-sponsored activity, I authorize Civic personnel to take reasonable action to protect the participants health and safety.

If I cannot be reached promptly, I authorize Civic to:

- Administer or arrange for basic first aid, if appropriate.
- Contact the emergency contact(s) listed in my registration.
- Contact emergency medical services (911) when deemed necessary.
- Arrange transportation by ambulance or other emergency medical transportation if appropriate.

- Authorize examination, evaluation, treatment, or emergency medical care by licensed physicians, nurses, emergency medical personnel, hospitals, urgent care facilities, or other licensed healthcare providers.

This authorization is intended solely for emergency situations when delaying treatment could jeopardize the participant's health or safety.

Parent Notification

Civic will make reasonable efforts to contact a parent, legal guardian, or emergency contact before authorizing emergency medical treatment whenever circumstances reasonably permit.

I understand that emergency conditions may require immediate action before a parent or guardian can be contacted.

Medical Information

I certify that medical information, emergency contacts, allergies, medications, health conditions, and other information provided during registration are complete and accurate to the best of my knowledge.

I agree to promptly update Civic through its registration system whenever any medical information, emergency contacts, insurance information, medications, allergies, or activity restrictions change.

I understand that Civic relies upon the information I provide when responding to emergencies.

Photo, Video & Media Release

Permission to Capture Images and Recordings

I grant permission for Civic to photograph, videotape, livestream, audio record, or otherwise capture the likeness, image, voice, and performance of myself or my child while participating in Civic-sponsored activities.

This permission applies to photographs, video recordings, audio recordings, livestreams, interviews, performances, rehearsals, and other media created during Civic activities.

Authorized Uses

I authorize Civic to use photographs, video recordings, audio recordings, and other media depicting myself or my child for lawful purposes including, but not limited to:

- Marketing and advertising
- Websites
- Social media platforms
- Printed publications
- Performance programs
- Brochures
- Newsletters
- Press releases
- Media coverage
- Grant applications
- Donor and sponsorship materials
- Educational presentations

- Historical archives
- Annual reports
- Promotional displays
- Recruitment materials
- Other informational or promotional purposes consistent with Civic's mission

This authorization applies to media now existing or later created in any format or medium.

Professional Photography and Videography

I understand that photographs and video recordings may be created by Civic employees, volunteers, independent contractors, professional photographers, professional videographers, news media, or other individuals authorized by Civic.

I understand that Civic may designate official photographers and videographers for classes, rehearsals, performances, competitions, conventions, outreach events, and other Civic-sponsored activities.

Availability of Professional Media

I understand that participation in Civic activities does not entitle me to receive copies of photographs, video recordings, livestreams, or other media.

Professional photographs and video recordings may be made available for purchase separately by the respective photographer or videographer under their own pricing, licensing, and delivery terms.

No compensation

I understand that neither I nor my child will receive compensation, royalties, or other payment for Civic's authorize use of photographs, video recordings, audio recordings, livestreams, or other media as described in this Agreement.

Approval of Finished Products

I waive any right to inspect, review, approve, or receive advance notice of photographs, recordings, publications, advertisements, promotional materials, or other finished products that incorporate my or my child's likeness.

Release Regarding Use of Likeness

To the fullest extent permitted by law, I release Civic from claims arising out of the authorized use of my or my child's name, image, likeness, voice, or performance as permitted by this Agreement, including claims relating to privacy, publicity, or similar rights.

This release does not authorize Civic to use my or my child's likeness in any unlawful or defamatory manner.

Photography and Recording Policies

To protect the safety, privacy, and performance experience of all participants, Civic establishes photography and recording policies for certain activities.

I understand and agree that:

- Photography and videography by parents, family members, or guests may be restricted or prohibited during classes, rehearsals, performances, backstage activities, dressing rooms, quick-change areas, or other designated spaces.

- Photography in the wings or backstage areas during performances is prohibited unless expressly authorized by Civic.
- Photography and videography during rehearsals and performances are prohibited except by Civic's designated official photographer(s) and videographer(s), or as otherwise authorized by Civic.
- I agree to comply with all photography and recording policies communicated by Civic for any even or activity.

Third-Party Media

I understand that members of the news media or other third parties may attend certain public performances or events.

This agreement applies only to Civic's authorized use of media and does not control independent uses by news organizations or other third parties acting outside Civic's control.

Revocation

I understand that this authorization applies to media created during my or my child's participation and that Civic may continue to use previously created materials consistent with this Agreement.

Any future request to limit the creation or use of new media must be submitted in writing and will apply prospectively only. Civic will make reasonable efforts to honor such requests when feasible, but cannot guarantee removal of materials already published, distributed, archived, or incorporated into printed publications, promotional materials, or media previously released.

Electronic Signature

I understand that my electronic signature submitted through Civic's online registration system constitutes my legal signature and has the same legal force and effect as a handwritten signature.

Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect to the fullest extent permitted by law.

Governing Law

This Agreement shall be governed by and interpreted under the laws of the State of California.

Venue

Any legal action arising out of participation in Civic-sponsored activities shall be brought exclusively in the state or federal courts located in Kern County, California, and the parties consent to the jurisdiction of those courts.

Acknowledgement

By signing this agreement, I acknowledge that:

- I have read and understand this Participation Agreement
- I understand that participation in Civic activities is contingent upon compliance with these expectations.
- I agree to comply with Civic's policies and procedures as they may be updated from time to time.

- I understand the nature of the activities offered by Civic.
- I understand and voluntarily assume the inherent risks associated with participation.
- I have had the opportunity to ask questions regarding this Agreement.
- I voluntarily agree to allow myself or my child to participate in Civic-sponsored activities.
- I understand that I am giving up certain legal rights, including the right to pursue claims for ordinary negligence to the extent permitted by California law.
- I voluntarily grant Civic permission to use my or my child's likeness as described in this Agreement.
- I understand that participation does not entitle me to receive copies of photographs or video recordings.
- I understand that professional photographs and video recordings may be offered for purchase separately.
- I agree to comply with Civic's photography and recording policies.
- I understand that my electronic signature submitted through Civic's online registration system constitutes my legal signature and has the same force and effect as a handwritten signature.