

2021-2022 Joy McDaniel Academy of Dance and Gymnastics Parent Agreement

Parent Agreement and JMAD Handbook

The JMAD Handbook is available to view and/or download on the Joy McDaniel Academy of Dance and Gymnastics website at <https://www.joymcdanieldance.net/studio-guide.html>

PLEASE NOTE: The Parent Agreement and Studio Handbook were written in hopeful anticipation of things being back to normal for the 2021-2022 Session. Due to the Covid-19 situation, terms of the Parent Agreement are subject to change at any time. You will be notified by email of any necessary changes. In the event of a mandatory closure, we are prepared to continue classes virtually.

This Parent Agreement is made effective upon signing and will remain in effect until August 1, 2022, or until a student is withdrawn. This agreement is between the parent/legal guardian named below and Joy McDaniel Academy of Dance and Gymnastics (hereafter referred to as JMAD). By checking below, you agree that you have been provided a copy of the 2021-2022 JMAD Studio Handbook or have accessed a copy via the JMAD website. Further, you agree that you and your student have read the Studio Handbook and understand that the failure of any student or parent/guardian of student to comply with the Handbook or the provisions below may result in the student's immediate suspension or expulsion from JMAD activities. The terms of this agreement are as follows:

I've read the above and agree.

Electronic Signature

• By clicking below, I am also agreeing that my electronic signature will serve the same purpose as a written signature.

I've read the above and agree.

Behavior, Attendance, Withdrawal, Communication, Photos & Videos

Behavior

Joy McDaniel Academy of Dance and Gymnastics strives to be a positive, respectful, family friendly dance and gymnastics academy.

I have read and understand the behavior and conduct policies as stated in the JMAD Studio Handbook in regard to General Conduct, Classroom Conduct, and Social Media Conduct. Failure to abide by these policies may result in administrative withdrawal, suspension, or termination of student from JMAD.

Attendance

- Good attendance is imperative, as absences and tardiness can hold back an entire class.
- If my child must be absent from any class, I agree to call JMAD ahead of time to inform them of the absence.
- I understand that there will be no refund for any missed classes nor any make-up classes.
- I understand that if my child misses 3 or more consecutive classes, my child may be administratively withdrawn and/or unable to participate in the annual recital with no refunds.

Withdrawal Policy

- In the event it becomes necessary to withdraw a student from a class and/or JMAD, I will complete the withdrawal form available at the studio and return it to the front desk BEFORE THE 1st OF THE MONTH.
- I understand that if the withdrawal is submitted after the 1st of the month, I am responsible for that month's tuition which will be paid by automatic e-payment for those enrolled in e-payments or by the May tuition payment paid at the time of registration for those on monthly payments at the studio.
- I also understand that I am responsible for any outstanding balance on my account.

Communication

- I understand that communication from the studio will be primarily by email, and agree to keep a current active email address on file with JMAD Studio.
- By clicking the box below, I am consenting to communicate electronically with JMAD in regard to enrollment and participation in JMAD activities and allowing JMAD to send me notices, forms, and notifications including, but not limited to, due dates, fundraisers, special events, and studio closings.

Photographs/Videos/Marketing

I understand that photographs and/or videos of my child/children and/or their class(es) may be taken for the promotion of the JMAD. I agree that they may be used for, but not limited to brochures, literature, newspaper advertising, website, social media accounts, etc. with the exception of Tik Tok and YouTube accounts which will require separate written permission from me. No compensation will be provided for such use. I understand that my child's name will not be included with the photographs, unless the director of JMAD obtains separate permission from me.

I've read the above and agree.

Fees: Registration, Tuition, Recital and Costumes

Registration Fee

A \$30 per student Registration Fee is processed automatically upon receipt of registration. Registration fees are non-refundable.

Tuition

- Tuition is \$64 per month for one class per week. A multi-class discount is available and is based on the total number of classes per family. A multi-class fee schedule is available on the JMAD website. An additional discount is given to families enrolled in automatic e-payments using a bank account.
- For students registering after the first of the month, the first month's tuition must be paid in full at the time of enrollment.
- I understand that failure to pay tuition by the 20th of the month may result in my child/children being administratively withdrawn from JMAD.

Recital and Costume Fees

- I understand that costumes are mandatory for performance in the annual recital and that the Costume prices are approximately \$65. I understand that combination dance classes will have two costumes and other classes will have one per subject. I understand the costume deposit of \$55 per costume is due November 11, 2021. I understand the costume balance is due February 17, 2022. I also understand the costume deposit and the costume balance are non-refundable.
- I understand that a non-refundable Recital Fee is due March 10, 2022, and that the fee is \$85 for one student and \$100 for families with 2 or more students. I understand this fee includes a minimum of 2 tickets to the recital. I understand that the Recital Fee is non-refundable.
- I agree to pay all costume deposits, costume balances and recital fee by the due dates. I understand that a \$10 late fee will be added if fees are not paid by the due date. If any payments become overdue, I agree to make arrangements with the director of the Joy McDaniel Academy of Dance, Inc. to set up a payment plan. I understand that failure to pay the required costume fee and recital fee may result in my child(ren) not being able to participate in the annual recital.
- I understand my JMAD account must have a \$0 balance before costumes will be released.
- I understand a \$25 fee will be charged to all returned checks or returned e-payments from checking accounts.

I've read the above and agree.

Payment Options

1. Annual Payment -Tuition paid in full.

- A 10% discount will be given for tuition paid in full for the 2021-22 year by September 5, 2021. THIS FEE IS NON-REFUNDABLE.
- Annual Tuition can be paid at the studio by the first class in August, or by Automatic E-Payment to be processed on August 5, 2021.
- I understand that by choosing Annual Automatic E-payment and providing my bank account or credit/debit card information, I am authorizing JMAD to debit my checking account or charge my credit/debit card for my annual tuition payment on the 5th of August.
- I also authorize JMAD to withdraw funds from my bank account or charge my credit/debit card for the following if not paid prior to the due date:
 - Costume Deposit of \$55 per costume on November 11, 2021. The Costume Deposit is non-refundable.
 - Costume Balance on February 17, 2022. The Costume Balance is non-refundable.
 - Recital Fee of \$85 for one child or \$100 for 2 or more children on March 10, 2022. The Recital Fee is non-refundable.

2. Monthly Automatic E-payments.

- Tuition paid monthly can be paid by enrolling in automatic e-payments using a bank account or credit/debit card when registering.
- Families enrolled in automatic e-payments using a bank account will receive an auto-pay discount on their monthly tuition. A \$25 fee will be charged to all returned bank drafts.
- A \$10 late fee will be added to all declined/returned automatic payments if tuition is not paid by the 15th of the month.
- I understand that if my payment is declined/returned, I am responsible for verifying my account information and making the payment either through the Parent Portal or at the studio.
- I understand that by choosing Monthly Automatic E-payments and providing my bank account or credit/debit card information, I am authorizing JMAD to debit my checking account or charge my credit card for my tuition payment on the 5th of each month, beginning in August, and I understand these payments will continue until I notify JMAD in writing to discontinue them or at the completion of the dance year in May.
- I understand that if I need to change this agreement, I am responsible for changing my payment option and/or my account information in my Parent Portal. I also understand that if I change from Automatic E-payments to the Pay at Studio/Parent Portal option, May tuition is due immediately.
- I also authorize JMAD to withdraw funds from my bank account or charge my credit card for the following if not paid prior to the due date:
 - Costume Deposit of \$55 per costume on November 11, 2021. The Costume Deposit is non-refundable.
 - Costume Balance on February 17, 2022. The Costume Balance is non-refundable.
 - Recital Fee of \$85 for one child or \$100 for 2 or more children on March 10, 2022. The Recital Fee is non-refundable.

3. Monthly Payments at the Studio or on the Parent Portal

- Tuition may also be paid in person at the studio each month by cash, check, or credit/debit card or paid on the Parent Portal by the parent/guardian.
- With this option, tuition for May 2022, is due when enrolling or when changing to this payment option.
- Tuition is due by the first lesson of each month, August-April.
- Monthly statements are not sent out unless the account is past due.
- A \$10 late fee will be added to tuition not paid by the 15th of the month.
- A \$25 fee will be added to all returned checks.

For more information on fees and tuition, visit the JMAD Website Studio Handbook page and select the Tuition & Fee tab.

I've read the above and agree.

Six-Week Class & Summer Sessions

Six-Week Classes

- There is no registration fee for 6-week classes.
- The 6-week class fee is \$60 per 6-week session. The \$60 fee will be processed to the credit card/bank account on file when registering for each session. Six-week classes are not eligible for Pay at Study/Parent Portal Option.
- Six-week classes are not eligible for multi-class or auto-pay discounts.
- Six-week classes do not participate in the May Recital.
- There will be an observation time during the last class of each 6-week session.

Summer Sessions

- There is no registration fee for Summer sessions.
- Summer session fees will be processed to the credit card/bank account on file when registering for each Summer session.
- There are no discounts offered for the Summer Session.

I've read the above and agree.

Recital and Mandatory Rehearsals

- I understand the ANNUAL RECITAL is tentatively scheduled for Saturday, May 21, 2022.
- I understand MANDATORY stage rehearsals are tentatively scheduled for May 16-20, 2022 (Monday through Friday). Classes with younger students and gymnastics students will be assigned to one of the rehearsal days, but if they are taking more than one class, this may result in multiple MANDATORY stage rehearsal times and/or days.
- I understand and agree that all students must be present and participate in MANDATORY stage rehearsals with their class(es) in order to perform in the annual Recital.
- I understand school graduation, concert/performance, or other significant event dates conflicting with any of the MANDATORY rehearsal dates must be submitted in writing to JMAD by February 1, 2022, and that after this date, there will be no alterations to the rehearsal schedule.

I've read the above and agree.

Medical Emergencies

- I have to the best of my knowledge, included all known medical conditions, allergies, and disabilities for my child/children in my Parent Portal and will communicate any changes or treatment needed, so that JMAD staff and instructors will be able to create a safe environment beneficial to my child/children's health and growth,
- In the event of a life threatening medical emergency involving my child/children, I give my consent for the staff and/or instructors at JMAD to immediately contact emergency services, without seeking any further permission from me, and understand I will be notified as soon as emergency services have been contacted.
- In the event of a non-life threatening accident or illness involving my child/children, I will be notified immediately. In the event that neither I nor my designated emergency contact can be contacted, I hereby give the staff of the Joy McDaniel Academy of Dance and Gymnastics my permission to seek medical attention for my child, including treatment by physicians, hospitals, or any other medical services.
- In such an event, I further agree that the cost of such medical service shall be borne exclusively by myself.
- I further agree to release and hold harmless JMAD, its affiliates, owners, officers, directors, managers, instructors, employees, agents, and attorneys from any and all damages, actions, charges, suits, expenses, claims, obligations, and liabilities from contacting emergency services or obtaining medical services on behalf of my child, from not contacting emergency services or obtaining medical services on behalf of my child, from any decision regarding the nature of an injury or illness involving my child/children, and from contacting or not contacting a parent/legal guardian.

I've read the above and agree.

General

- I have read and understand the JMAD Policies included above and in the JMAD Studio Handbook on the JMAD website. I hereby agree my child/children and I will abide by the JMAD Policies. I understand that failure to abide by the JMAD Policies may result in my child/children being administratively withdrawn from the classes by the director of JMAD without refund of past paid tuition, recital fee, and costume payments. I understand the JMAD reserves the right to administratively withdraw a student from classes at its own discretion, without refund of past paid tuition, recital fee, and costume payments.
- JMAD reserves the right to change or amend the JMAD studio handbook at any time and will notify all signees of any changes should they become necessary.
- JMAD reserves the right to change or amend this agreement at any time and will immediately notify all signees of any changes should they become necessary.

I've read the above and agree.

Assumption of Risk and Release of Liability

I understand that dance & gymnastics are physical activities that could cause injury. The risk of injury while participating is significant including the potential for permanent paralysis and death, and while the guidelines, equipment and personal discipline may reduce this risk, the risk of serious injury does exist and I KNOWINGLY AND FREELY AM ALLOWING MY CHILD(REN) TO PARTICIPATE AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEE or others, and assume full responsibility for my child(ren)'s participation. I for myself, my children and on behalf of my heirs, assigns, personal representative, and next of kin, HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS JMAD, their officers, officials, agents and/or employees, teachers, other participants, sponsoring agencies, sponsors, advertisers and, if applicable, owners and lessors of premises used to conduct activities, classes and/or events (RELEASEES), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law arising from JMAD's activities. "Activities" include all in-house activities, as well as off-site activities, including, but not limited to nursing home shows, recitals, and rehearsals.

I've read the above and agree.

I AGREE TO ALL OF THE ABOVE