

Iowa Youth Ballet



**Mailing Address: 3405 Clinton Ct.
Ames, IA 50010**
**Physical Address: 319 S. 17th St.
Ames, IA 50010**
Phone: (515)-233-0826

Email: info@rtdance.com
Website: www.rtdance.com
**Facebook: Iowa Youth Ballet -
Robert Thomas Dancercenter**

IYB DANCER AND PARENT PLEDGE AGREEMENT

Iowa Youth Ballet, Inc.

For Ballet/ Pointe IYB Dancers

THIS IYB 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 BALLETT, INC., an Iowa corporation (“**Iowa Youth Ballet**”), _____ (“**Parent**”) and _____ (“**IYB Dancer**”).

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

1. IYB Dancer Pledge.

- a. IYB Dancer understands technique is the foundation of dance and that company class attendance is required to maintain technique. IYB Dancer understands he or she is responsible to participate in eighty percent (80%) of studio classes and rehearsals in order to maintain Iowa Youth Ballet’s participation requirements. Dancers enrolled in the IYB C Company class are required to take an additional ballet or pointe class during the week at their “home” studio. Dancers enrolled in the IYB D Company classes are required to take at least one company class per week, and either a second IYB class, or a ballet or pointe class at their “home” studio. 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 absences in their IYB class(es) in other studio classes.
- b. IYB Variations classes will follow IYB classes on Saturday. IYB Variations will be for dancers interested in solos, duets, small group, and pas de deux classical pieces. IYB Variations participation will require a participation in both IYB D Company Classes, and a pointe class at their “home” studio, as well as IYB Ballet Master/Mistress approval.
- c. Participation in additional ballet and/or pointe classes at the IYB dancer’s “home” studio is encouraged and will quickly improve and elevate the level of the Ballet & Pointe Dancers in IYB. It is also important that these young IYB Dancers dance and train together during the week in addition to classes in their “home” studios. IYB company classes are very important. Iowa Youth Ballet’s classes are specialized dance classes and should an IYB Dancer be absent from twenty percent (20%) or more of Iowa Youth Ballet’s classes 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 IYB Dancer nor Parent shall receive refund of any monies paid to Iowa Youth Ballet or to Robert Thomas Enterprises, Inc. under this Agreement. IYB Dancers are additionally bound by the Studio agreement.
- d. IYB Dancer agrees to do everything IYB Dancer can to make each Iowa Youth Ballet class or rehearsal a success. IYB 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.
- e. IYB Dancer agrees to respect all people and properties that are associated with the Iowa Youth Ballet and with Robert Thomas Enterprises, Inc. IYB Dancer realizes that he or she is at all times a representative of Iowa Youth Ballet, and IYB Dancer agrees to conduct himself or herself in a polite and courteous manner at all times. IYB Dancer will be respectful of all studios, IYB Dancers, teachers and parents.

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- f. IYB Dancer will attend every Iowa Youth Ballet performance, except in emergency circumstances. IYB Dancer agrees to be ready one (1) hour before the scheduled time for each performance.
- g. IYB Dancer agrees to properly care for his or her costumes and will make sure that IYB Dancer has the proper makeup, shoes, tights, hair, etc., for every event.
- h. IYB Dancer agrees to adhere to Iowa Youth Ballet's classroom dress code at all Iowa Youth Ballet classes, rehearsals and conventions.
- i. IYB Dancer understands that Iowa Youth Ballet is a group effort and that Iowa Youth Ballet must respect all other Iowa Youth Ballet members. IYB Dancer agrees to give all Iowa Youth Ballet instructors and staff IYB Dancer's undivided attention and respect. IYB Dancer agrees to make every effort to set a positive example for other IYB Dancers. IYB Dancer will not speak poorly of any Iowa Youth Ballet members or instructors. If IYB Dancer has any problems with the Iowa Youth Ballet program, IYB Dancer agrees to speak first to the Iowa Youth Ballet director before discussing the problem with any other party.
- j. IYB Dancer agrees to pay all Iowa Youth Ballet class, rehearsal, performance participation and costume use fees in full and on time.
- k. IYB Dancer agrees to register and participate in IYB class no later than September 30th, 2023, when IYB registration closes for the 2023-2024 season.

2. Parent Pledge.

- a. Parent acknowledges that IYB Dancer's experience in Iowa Youth Ballet will take IYB Dancer's performance experience to a higher level and that IYB Dancer cannot master an advanced level without a solid foundation of the basics. Parent agrees to support the IYB Dancer in the aforementioned terms of this Agreement.
- b. Parent acknowledges that Iowa Youth Ballet classes and fees will be posted to IYB 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 IYB 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 IYB Dancer acknowledge that dance is a dangerous activity and that IYB Dancer is voluntarily participating in all Iowa Youth Ballet activities, including, but not limited to, classes, performances, and camps with Parent's and IYB Dancer's consent and knowledge of the dangers involved. Parent and IYB Dancer hereby agree to accept any and all risks of property damage, personal injury or death. Parent and IYB 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 IYB Dancer's participation in class or Iowa Youth Ballet activities.**

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

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Parent and IYB 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 IYB Dancers. These risks also include, but are not limited to, death, 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 IYB Dancer further understand that classes and Iowa Youth Ballet activities involve a risk of knee, head and neck and other bodily injury.

Parent and IYB Dancer further understand that the classes and Iowa Youth Ballet activities IYB 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 IYB Dancer also understand that any equipment provided for IYB Dancer's protection might be inadequate in preventing serious injury.

EACH OF PARENT AND IYB DANCER ACKNOWLEDGE THEY HAVE READ THIS AGREEMENT AND EACH FULLY UNDERSTANDS THAT BY SIGNING THIS AGREEMENT, EACH OF PARENT AND IYB DANCER ARE GIVING UP LEGAL RIGHTS AND/OR REMEDIES THAT MAY BE AVAILABLE TO PARENT AND/OR IYB DANCER. IYB 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 at: Robert Thomas 3405 Clinton Ct. Ames IA 50010

Date: _____ Date: _____

“Parent”

“IYB Dancer”

By: _____

By: _____

Print Name: _____

Print Name: _____

Address _____
Street City Zip

Parent/Guardian Name: _____

Home or Cell Phone: _____ Work Phone: _____

Email: _____

“Iowa Youth Ballet”

By: _____
Robert Thomas, Artistic Director, Executive Director