

CAA Participation Agreement

[Required for Registration - Sign and Return Form Prior to First Class]

By registering, the Student (the "Student") and the Student's parent or legal guardian (the "Parent") agrees to abide by the following terms and standards of participation at Capistrano Acting Academy ("CAA"). A breach of this Participation Agreement can result in dismissal from the class, camp, and/or cast, and forfeiture of all fees paid and cost deposits. 1. Attendance. The Student will be expected to attend every lesson/rehearsal for which the Student is scheduled. All students are expected to be on time. Notifications of all absences, late arrivals or early departures from lessons/rehearsals must be emailed to the teacher/director or production manager prior to rehearsal time, or they will be considered unexcused. The director/teacher will make every effort to abide by the published schedule, but reserves the right to deviate within reason if required by the demands of the show/class. 2. Absences More than one unexcused absence during the rehearsal period will require a meeting between the Student, a Parent and director to discuss further participation in the show. Such participation is at the sole discretion of the director. More than two excused absences during the rehearsal period will require a meeting between the Student, a Parent and director to discuss further participation in the show. Such participation is at the sole discretion of the director. It is critical to be at all rehearsals, but a Student cannot miss dress rehearsal(s) except in the event of hospitalization or a death in the family--if a conflict exists before classes begin, please let the director know so this can be taken into consideration in casting. Participation and costume fees will not be returned in the case of suspension or dismissal, scheduling conflicts, or quitting the production for any reason.

➔ ___ I have read the above and agree. (initial)

Assumption of Risk

Please be aware: By accepting the terms of this document, the Student (the "Student") and the Student's parent or legal guardian (the "Parent") are waiving certain legal rights, including the right to sue. Please read and be certain you understand the implications of accepting the terms of this document. The Student and Parent do hereby affirm and acknowledge the inherent hazards and risks associated with participating in a recital or theatrical production. The Student and Parent understand that such productions may involve physical movement and dance, as well as the operation of lights and other equipment that could result in physical injury or even death. Therefore, the Student and Parent do hereby release, waive, discharge, and agree not to sue Capistrano Acting Academy ("CAA"), the theatrical facility, or any associated producer, including but not limited to any other academic or educational institution with which CAA may partner with from time-to-time for a specific production ("Theatrical Partners"). The Student and Parent expressly assume full responsibility for any risk of bodily injury, death, or property damage, now and forever, arising out of participation in any theatrical production or related operations, including rehearsal and backstage, and performances ("Theater Work") whether foreseen or unforeseen, and whether caused by the negligence of CAA, the Theatrical Partners, or otherwise. The Student and Parent expressly agree to save and hold harmless CAA, the Theatrical Partners, as well as their agents, officers, directors, trustees, advisors, employees, contractors, members, insurers, successors, and assigns (collectively, "Agents") from any claims, liabilities, losses, demands, damages, causes of action, or costs including without limitations attorney's fees (collectively, "Claims") arising out of or in connection with attendance at or participation in the Theatre Work, even though the Claims may arise out of the negligent acts or omissions on the part of CAA, the Theatrical Partners, and/or their Agents.

➔ ___ I have read the above and agree. (initial)

Rights of Publicity

The Student and Parent hereby assign and release to CAA and the Theatrical Partners all rights to reproduce for illustration, advertising or publication in any manner, any photographs taken of my child. CAA will not publish the name of any minor child in connection with the publication of any photograph without a Parent's express consent.

→ ___ I have read the above and agree. (initial)

Payment Policies

Payment is due upon registration. All fees are earned upon receipt and must be paid in full before the Student will be accepted into the production. No refunds will be provided. The fees and costs charged to each Student for participation in the production are necessary to ensure that all necessary props, sets, and costuming are available for the production, and essential to each production's operation. In addition, casting decisions based on the participation of any given Student may fundamentally hinder the production should that Student depart unexpectedly. Therefore, the Student and Parent agree that it is extremely difficult for CAA to ascertain the actual damages that would arise should the Student elect to terminate this agreement once the Student has enrolled and has been accepted into the production, and that any fees and costs paid by the Student will be non-refundable. Unforeseen Conflicts. Non-Payment. The Parent of each Student agrees to pay immediately any fees or costs accrued under the terms of this Participation Agreement. In the event of non-payment, the Parent agrees to pay all reasonable legal fees, costs, and collection costs incurred by CAA as a result of such non-payment. Late Pick-Up Fee. Parents are expected to pick-up each Student at the end of each lesson, rehearsal, program, or event. We extend a 10-minute grace period, however, if a Parent has not picked up a Student within the 10-minute grace period, a late pick-up charge will apply as follows: \$20 per Student for the first 30 minutes, \$20 per Student for each 15-minutes thereafter. CAA may, at its option, apply the unused portion of fees and costs paid to a select future program so long as the Student notifies CAA of the conflict in writing no less than 14 days prior to the commencement of the first class.

→ ___ I have read the above and agree. (initial)

Medication

Written permission of a Parent is required for CAA to dispense any medications required to treat a Student's medical condition. All such medications must be provided to CAA by the Parent in their original bottles. It is hereby agreed that CAA will be held harmless for all medications administered to any Student based on the request of a Parent.

___ I have read the above and agree. (initial)

Privacy

Information Disclosure - We do not rent, sell, or trade any personal information.

→ ___ I have read the above and agree. (initial)

→ Name of Student: _____ Telephone: _____

→ Parent's Signature: _____ Dated: _____