

# THE DEBBIE ALLEN DANCE ACADEMY

## EARLY BIRD AGREEMENT

DADA Academic Year 2009 – 2010

**THIS AGREEMENT** is made and entered into by and between **DADA**, as defined in this Agreement, and the parent or guardian (collectively, "**Parent**") of the DADA student listed below ("**Student**").

STUDENT:

Name (Last, First): \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Academic Grade \_\_\_\_\_

### RECITALS

A. The Debbie Allen Dance Academy is operated by Debbie Allen Dance Inc., a 501(c)(3) California nonprofit corporation located at 3791 Santa Rosalia Dr., Los Angeles, CA, 90008 (the "**Company**").

B. The Debbie Allen Dance Academy, the Company, and its directors, officers, employees, agents, licensees, independent contractors, volunteers, successors and/or assigns, are hereafter sometimes individually and collectively referred to as "**DADA**."

C. From time to time it will be necessary for DADA to arrange for the services of independent contractors to manage and/or operate DADA as a dance/artistic training and instruction institute.

D. The Student seeks to engage DADA to provide intensive professional training and performance experience in the art of Ballet, African Dance, Horton-based Modern Dance, Flamenco, Character, Acting, Voice, Broadway, Tap, Jazz, Hip-Hop, Krump, Salsa, Dunham Technique, Cirque du Soleil Technique and other artistic training (collectively, "**Artistic Technique**"), upon the terms and conditions contained herein.

**NOW, THEREFORE**, in consideration of the recitals above and the promises and covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Parent and DADA agree as follows:

1. **Term.** The term of this Agreement shall begin on the effective date of this Agreement and shall continue until June 30, 2010 (the "**Semester End**") or until terminated by DADA or the Parent in accordance with the terms and conditions of this Agreement or by law.

2. **Assumption of Risk.** Participation at DADA carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from (i) minor injuries (ii) major injuries to (iii) catastrophic injuries. Parent hereby acknowledges that Student will participate in rigorous training and will be physically touched from time to time during his/her dance instruction. This may include, but is not limited to, lifting, grabbing, thrusting, turning, pushing and pulling (collectively, "**Physical Touching**"). Parent is fully aware of the risks connected with participating in DADA Instruction, Productions and Activities, as defined in Section 3, and Parent voluntarily assumes full responsibility for these risks.

3. **Waiver of Liability.** Parent agrees to release, waive, discharge and covenant not to sue DADA from any and all liabilities, claims, losses, demands, or causes of action, except in the event of gross negligence of DADA, that may arise from or be related to any loss, damage, accident, illness, or injury, including death, which may be sustained by Student or Student's personal property while participating in (i) dance training and instruction of Artistic Techniques, ("**Instruction**"); (ii) on-site and off-site productions and lecture demonstrations, dance recitals, and performances (collectively, "**Productions**"); (iii) recreational, educational, swimming and other cultural and social events organized from time to time by DADA (collectively, "**Activities**"); special activities and/or one-time productions that may come up from time to time ("collectively, "**Special Events**"). Parent agrees to further release, waive, discharge and covenant not to sue DADA from any and all liabilities, claims, losses, demands, or causes of action, except in the event of gross negligence of DADA, which may arise from or be related to any loss, damage, accident, illness, or injury, including death, which may be sustained as a result of Physical Touching, by DADA or by students participating in DADA Instruction, Productions, Special Events and Activities.

4. **Hold Harmless and Indemnification.** Parent agrees to defend, indemnify and hold harmless DADA from and against every loss, claim, expense (including attorney's fees and costs), liability or payment by reason of any damages or injury to person (including death) or property (including loss of use or theft thereof) arising out of or in connection with this Agreement, in proportion to and to the extent that such injury, death or damage is caused by the actual or claimed tortious conduct (active or passive) of Student.

5. **Medical Authorization.**

5.1. Medical Clearance Packet. Parent shall complete or cause to have completed all of the DADA medical clearance forms, attached hereto as Schedule I ("**Medical Clearance Packet**"). The Preparticipation Physical Exam, located in the Medical Clearance Packet, must be completed and signed by a physician before the Student is allowed to participate in any DADA Instruction. Medical clearance by a certified physician is a condition precedent to Student participation in any DADA Instruction, Activities, Special Events, or Productions.

5.2. DADA Medical Policy. It is the policy of DADA that in the event of injury, every reasonable attempt will be made to contact the Parent prior to securing medical treatment beyond basic first-aid.

5.3 Medical Treatment Authorization. While the Student is attending, participating or traveling to or from DADA Instruction, Productions, Special Events or Activities, Parent hereby agrees to authorize the staff of DADA, or in their absence or disability, any adult accompanying or assisting DADA, to administer or cause others to administer the following medical treatment to Student, as recommended by licensed medical professionals:

5.3.1. Any x-ray examination, anesthetic, medical or surgical diagnosis or treatment, and hospital care which is deemed advisable by, and is to be rendered under the general or special supervision of any physician and/or surgeon licensed under the provisions of the Medical Practices Act, California Business and Professions Code Section 2000 et seq.; or

5.3.2. Any x-ray examination, anesthetic, dental or surgical diagnosis or treatment, and hospital care to be rendered by a dentist licensed under the provisions of the Dental Practices Act, California Business and Professions Code Section 1600 et seq.; or

5.3.3. Any other medical services, including surgery, required in cases of emergency, recommended or required by licensed medical professionals.

This authorization is given pursuant to the provisions of Section 25.8 of the Civil Code of California. This authorization shall remain effective until Student completes his/her participation in DADA, unless revoked in writing by the undersigned Parent and delivered to the DADA Director of Student Affairs.

5.4. Costs. Parent agrees to accept full responsibility for all costs of any and all medical care and emergency treatments. DADA will not be responsible for the cost of any medical care or emergency treatments, but it may accept billing in its name only to facilitate submission of medical insurance claims for the Student, if applicable, or for the prompt forwarding of bills to Parent. Parent agrees that DADA will not be held liable for authorizing medical treatments for the Student pursuant to Parent's authorization in this Section, and Parent hereby agrees to waive all claims whatsoever in connection with such medical treatments. This Section shall be binding upon the members of Parent's family, spouse, and heirs, assigns and personal representatives.

6. **Consent to Participate in DADA Activities.** Parent authorizes the Student to participate in any and all DADA Activities. In arranging for such activities or excursion with third parties, Parent hereby acknowledges and agrees that DADA is acting as the agent for Student.

7. **Consent to Participate in DADA Productions and Special Events.** Parent grants permission for Student to participate in the Productions and Special Events for the duration of his/her enrollment in DADA with full knowledge of the assumed risks inherent in dancing or related activities, per Section 2. Parent hereby acknowledges that participating in Productions is mandatory. Parent further acknowledges that

Student may be videotaped or otherwise recorded during such Instruction, Activities, Special Events, and Production(s), and such recordings are subject to DADA's Copyright Policy, per Section 14.

**8. Transportation Permission and Authorization.** From time to time, Student may be asked to participate in Special Events and Productions that require organized transportation. Organized transportation may be provided by charter bus, parent volunteers, or a combination of both. Parent hereby acknowledges that Parent must sign the appropriate permission slips, which may be required from time to time, in order for Student to participate in such events.

**9. Mandatory Minimum Attendance.** Parent understands that Student is required to attend no less than 4 hours of instruction per week. Failure to adhere to the mandatory minimum attendance is a material breach of this Agreement and the Student Code of Conduct, as defined in Section 11, and such breach may result in suspension, expulsion and termination of this Agreement.

**10. Enrollment.** Enrollment is complete once (i) the Student's tuition has been received by DADA and (ii) this signed Agreement along with all of its accompanying Schedules has been returned to DADA. Enrollment entitles Students to participate in all DADA Activities, Instruction, Special Events, and Productions.

**11. Student Code of Conduct.** The Student Code of Conduct is attached hereto as Schedule II ("**Student Code of Conduct**") and is incorporated by reference.

**11.1. Acknowledgement.** Student and Parent have read and fully understand the Student Code of Conduct. Student hereby agrees to adhere to the Student Code of Conduct.

**11.2. Dress Code.** DADA requires the Student to adhere to a strict dress code, attached hereto as Schedule III ("**Dress Code**"). Failure to conform to the Dress Code will result in removal from class, suspension or expulsion from DADA.

**11.3. Suspension and Termination.** Any breach of the Student Code of Conduct will be reviewed by DADA Artistic Director, Director and Director of Student Affairs and may result in the Student being suspended from participating in DADA Activities, Instruction, Special Events, Productions and/or being expelled from DADA indefinitely and this Agreement being terminated, per Section 13.

**11.4 Zero Tolerance Policy.** Failure to adhere to certain sections of the Student Code of Conduct will result in **immediate dismissal from DADA and the termination of this Agreement without tuition refund**. These sections are clearly marked as "**Zero Tolerance**" in Schedule II of this Agreement.

**11.4. Liability.** A breach of the Student Code of Conduct may reduce DADA's liability, in the event that the Student, or claimant on behalf of the Student, has established that DADA has exhibited gross negligence in relation to a liability claim, if DADA can establish that the breach of the Student Code of Conduct in any way contributed to any loss, damage, accident, illness, or injury sustained by the Student, which is the subject of the Student's claim.

**12. Tuition and Fees.**

**12.1. Payment Due Date.** Parent agrees to timely pay all tuition and fees on the first business day of each month that Student is enrolled.

**12.2. Payment Obligation.** Parent hereby acknowledges that Parent's signature on this Pre-Academy level Agreement obligates Parent to pay the monthly tuition of \$200 per month no later than the first business day of each month ("**Tuition Due Date**") that Student is enrolled. Parent understands that Parent is responsible for the tuition unless/until this enrollment is canceled with a **written 30 days notice**. Parent understands that Parent is also responsible for payment of the final month's tuition. **Parent's tuition obligation remains binding even in the event the Student is used in a Production during the term of this Agreement.**

**12.3. Method of Payment.** Tuition payments and other fees due to DADA may be made by personal check, money order or credit card. Should a personal check be returned to DADA due to insufficient funds, DADA may require that all future payments be made in cash, cashiers check or certified check. A service charge of \$25 per returned check will be assessed to cover processing charges.

**12.4. Late Payment Fees.** If tuition is not paid within 10 days of the Tuition Due Date, a \$25 late fee will be assessed against the Student's account. **If tuition is**

**not paid within 15 days of the Tuition Due Date, the Student will not be allowed to participate in any DADA Instruction, Activities, Special Events, or Productions until all past due debts have been remedied as determined by the DADA Director of Students Affairs.**

12.5. Failure to Pay Tuition. This Agreement can be terminated by DADA if tuition has not been paid within 30-days of the Tuition Due Date.

12.6. Collection. DADA reserves the right to use the services of a collection agency, or similar institution, in an effort to collect any unpaid amounts that have not been paid **within 90 days of the Tuition Due Date**. If collection and/or litigation become necessary, Parent may be liable for any and all collection, attorney and court fees.

12.7. No Refunds. Parent acknowledges that it is the policy of DADA that no refunds will be given for any reason.

### **13. Termination.**

13.1. Without Cause. This Agreement may be terminated without cause with 30 days written notice by either DADA or Parent.

13.2. Cause. DADA can terminate this Agreement effectively immediately if Parent materially breaches this Agreement. Material breaches include, but are not limited to, (i) failure to pay tuition within 30 days of the Tuition Due Date as specified in Section 12.5, (ii) violations of the Student Code of Conduct resulting in suspension or expulsion as specified in Section 11.3, (iii) failure to deliver a completed signed Medical Clearance Packet as specified in Section 5.1, and (iv) failure to meet the Mandatory Minimum Attendance as specified in Section 9.

**14. Use of Performances and Copyright Policy.** Parent authorizes DADA to photograph, film, videotape, record or otherwise capture in any media whatsoever now known or hereafter devised the Student's Instruction, Activities, Special Events, and Productions and to use such recordings for instruction, promotion, publicity and broadcast uses. All ownership (including copyright) as well as all other rights, title and interest in and to these recordings shall belong exclusively to DADA. Parent further grants DADA the non-exclusive right, without limitation as to time, to use and display the Student's name, biography, portrait, picture, voice, likeness and any recordings thereof for the purposes of advertising, publicizing, and promoting DADA, and in connection with DADA's so-called institutional advertising.

**15. Governing Law and Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the state of California, regardless of the place of its execution or performance. Any dispute arising out of or relating to this Agreement shall be resolved in accordance with the procedures specified in this Section 15, which shall be the sole and exclusive procedures for the resolution of any such disputes.

15.1. Negotiation Between Parties. DADA and the Student, or claimant on behalf of the Student (collectively, the "**Parties**"), shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between the claimant and DADA executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any person may give the other party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include (a) a statement of that party's position and a summary of arguments supporting that position, and (b) the name and title of the person who will represent that party and of any other person who will accompany the person. Within 30 days after delivery of the initial notice, the Parties shall meet at a mutually agreed upon time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored.

15.1.1. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

15.2. **Mediation.** If the dispute has not been resolved by negotiation as provided herein within 45 days after delivery of the initial notice of negotiation, or if the Parties failed to meet within 30 days after delivery, the Parties shall endeavor to settle the dispute by mediation under the CPR Mediation Procedure then currently in effect, provided, however, that if one party fails to participate in the negotiation as provided herein, the other party can initiate mediation prior to the expiration of the 45 days. Unless otherwise agreed, the Parties will select a mediator from the CPR Panels of Distinguished Neutrals located within Los Angeles County.

15.3. **Arbitration.** Any dispute arising out of or relating to this Agreement, including the breach, termination or validity thereof, which has not been resolved by mediation as provided herein, shall be finally resolved by arbitration in accordance with the CPR Rules for Non-Administered Arbitration then currently in effect, by a sole arbitrator; provided, however, that if one party fails to participate in either the negotiation or mediation as agreed herein, the other party can commence arbitration prior to the expiration of the time periods set forth above. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§1 et seq., and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration shall be Los Angeles, California.

16. **Notices.** Each party giving or making any notice, request, demand or other communication (each, a “**Notice**”) pursuant to this Agreement shall give the Notice in writing and use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: personal delivery, Registered or Certified Mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid), or facsimile.

17. **Waivers.** The Parties may waive this Agreement, particular Sections of this Agreement or any DADA Policy only by a writing executed by the Parent and either the (i) Artistic Director or (ii) Executive Director of DADA. No failure or delay (i) in exercising any right or remedy, or (ii) in requiring the satisfaction of any condition, under this Agreement, and no act, omission or course of dealing between the Parties, operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other party or person.

18. **Amendments.** The Parties may amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement.

19. **Merger.** This Agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties’ agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of the other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement, other than those expressly stated in this Agreement.

20. **Force Majeure.** The Parties shall not be liable for failure to perform under the terms and conditions of this Agreement if such failure is caused by or due to the acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic or any cause beyond the control of the Parties, excluding economic hardship, changes in market conditions, and insufficiency of funds.

21. **Acknowledgement and Understanding.** Parent hereby acknowledges that Parent has read and fully understands the terms of this Agreement, and understands that Parent is **giving up substantial rights**, including the right to sue. Parent signs this Agreement freely and voluntarily and with sound mind.

22. **Severability.** If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of

the remaining provisions hereof shall not in any way be affected or impaired.

23. **Captions.** The descriptive headings of the Sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.

**AGREED AND ACCEPTED:**

PARENT/LEGAL GAURDIAN

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Print Name of Parent/Legal Guardian

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Parent/Legal Guardian Signature Date

FOR DEBBIE ALLEN DANCE ACADEMY:

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DADA Director of Student Affairs

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Signature Date

## Schedule II

### Student Code of Conduct

1

## STUDENT CODE OF CONDUCT

Dear Parents and Students,

Please read and discuss the following rules carefully. DADA has a “**zero tolerance**” policy regarding certain sections of the Student Code of Conduct. Violations of these sections, which are clearly marked by the text “**Zero Tolerance**,” while at DADA or participating in DADA-sponsored events, are grounds for (i) immediate dismissal from DADA and (ii) a termination of the Agreement, per Section 13, (iii) with no tuition refund. All other violations of the Code will be reviewed by the DADA Artistic Director, Director and Director of Student Affairs and may result in the Student being suspended from participating in DADA Activities, Instruction, Special Events, Productions and/or being expelled from DADA indefinitely and this Agreement being terminated, per Section 13. Student and Parent must sign this Student Code of Conduct in acknowledgment of their having read and understood the terms herein.

### 1. **Respect.**

1.1. Students must treat all faculty, administrators, staff, themselves, and fellow students with respect and honesty at all times. Lack of respect in or out of the classroom **will not be tolerated.**

1.2. Students must always greet teachers and staff pleasantly.

1.3. Students must not harass others verbally or physically.

1.4. Students must respect and treat with care any and all property belonging to DADA and others.

1.5. Students must not steal, convert, destroy, or damage property of DADA or others. **Zero Tolerance**

1.6. Students must not possess any property that the Student knows or reasonably should know is stolen. **Zero Tolerance**

### 2. **Attendance and Classroom Etiquette.**

2.1. Students must attend all scheduled classes.

2.2. Failure to achieve the required 12 points per week must be excused by the written permission of the Director. **Zero Tolerance**

2.3. Students must be on time for all scheduled classes.

2.4. Students must be prepared for and fully participate in all required classes.

2.5. Students must follow the direction of their instructor at all times.

2.6. Students must not engage in horseplay or disruptive behavior in the classroom.

2.7. Students must not observe classes unless the Student has received permission from the instructor.

### 3. **Leaving DADA.**

3.1. Students may only leave DADA with i) a parent/guardian or ii) with expressed written permission of the Parent **Zero Tolerance**

3.2. Students must not leave DADA for lunch.

3.3. No Student may ride/drive with another Student without written permission from the Student's Parent addressed to the DADA Director of Student Affairs.

### 4. **Disruptive Behavior.**

4.1. Students must not physically assault, or inappropriately touch fellow students, staff, administrators, or faculty at any time. Self-defense is no justification for such behavior.

### **Zero Tolerance**

4.2. Student must not hit, punch, poke, pinch or participate in other physical horseplay.

4.3. Students must not use foul language, including but not limited to, profanity, gender or racial slurs, or offensive comments about socio-economic differences.

4.4. Students must not yell or use excessively loud voices.

4.5. Students must not possess or distribute materials prohibited by law including, but not limited to, pornographic/obscene material.

4.6. Students must not use gang-related or cult-related gestures, signs, or paraphernalia.

5. **Drugs, Alcohol, and Weapons.** DADA places great importance on eradicating alcohol and drug abuse by students. National policy, as reflected by adoption of the Drug-Free Workplace Act of 1988, the Drug-Free Schools and Communities Act Amendments of 1989 and other

laws, also establish this goal as a priority. This policy serves to promote this goal and comply with applicable statutes and regulations. Additionally, a drug-free environment is essential to your performance as a dancer and artist.

5.1. Students must not manufacture, distribute, dispense, possess, use, or sale unlawful substances/drugs, tobacco products, or any unauthorized over-the-counter medications. **Zero Tolerance**

<sup>1</sup>The term "drug" shall include any "illicit drug," "controlled substance," "intoxicating substance," "inhalant," "counterfeit substance," "look-alike substance," "marihuana," "cannabis," "opiate," "hallucinogen," "narcotic," or other unlawful drug for purposes of federal or state law including, but not necessarily limited to the Drug-Free Workplace Act, the Drug-Free Schools and Communities Act Amendments, and the California Uniform Controlled Substances Act 11000 et seq.

5.2. Students must not possess drug paraphernalia. **Zero Tolerance**

5.3. Students must not distribute, dispense, possess, consume, or sale alcohol. **Zero Tolerance**

5.4. Students must not attend classes under the influence of unlawful substances, tobacco products, any unauthorized over-the-counter medications, or alcohol.

5.5. Students must contribute to a safe environment free from fear. Students must not use, store, manufacture, possess, or threaten to use weapons or other destructive devices. This includes any toys or other items that appear to be weapons. **Zero Tolerance**

5.6. This policy is not intended to prevent possession of a controlled substance, which was obtained directly, or pursuant to a valid prescription or order, from a physician, dentist or other person duly licensed, registered, or otherwise permitted under federal and state law to distribute or dispense the substance in the course of professional practice.

## 6. DADA Office Etiquette.

6.1. Students must not bring food or drinks in the studios.

6.2. Students must not be outside in dance clothing.

6.3. Students are required to act responsibly at all times, regardless of their location.

6.4. Students must not use the phone at the reception desk without the permission of one of the staff, faculty, or administrators.

6.5. Students must not litter.

6.6. Students must not violate the Dress Code.

Student Name (print) \_\_\_\_\_

Student Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian Name (print) \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_

**Schedule I**

DADA Medical Clearance Package

1 of 6

**Debbie Allen Dance Academy**  
**Medical Clearance Packet**

Student Name \_\_\_\_\_

Date of Birth \_\_\_\_\_

Address City/Zip \_\_\_\_\_

Home Phone Emergency Contact/Phone Number \_\_\_\_\_

Parent (1) Name/Work Phone Number \_\_\_\_\_

Parent (2) Name/Work Phone Number \_\_\_\_\_

Parent (1) Cell Phone Number \_\_\_\_\_

Parent (2) Cell Phone Number \_\_\_\_\_

Family Physician Phone Number \_\_\_\_\_

Physician Address Physician City/Zip \_\_\_\_\_

Medical Insurance Company Policy # \_\_\_\_\_

Medical Insurance Company Address Hospital Preference \_\_\_\_\_

**EXPLANATION OF SCREENING PHYSICAL**

I realize that the medical evaluations performed are only screens in order to evaluate general health, to disclose existing problems, and to determine my son/daughter's dynamic ability to participate in rigorous and athletic professional dance/artistic training and performances so that obvious conditions which might be damaged or aggravated by such activities can be found, evaluated and treated so as to prevent further injury. This examination does not guarantee against injury.

Parent Initials \_\_\_\_\_

**AWARENESS OF RISK**

STUDENT AND PARENT – Pursuant to Section 2 of the Agreement, I am aware that participating in rigorous and athletic professional dance/artistic training and performances can be a dangerous activity involving many risks of injury ranging from minor to major to catastrophic injuries.

Parent Initials \_\_\_\_\_

## Schedule I

DADA Medical Clearance Package

2 of 6

### PERMISSION FOR TREATMENT

Consistent with Section 5 of the Agreement, I hereby grant permission to the staff of DADA, or in their absence any adult accompanying or assisting DADA, to administer or cause other to administer medical in the event of an injury. In the event of a serious injury, if I am unable to give my consent at the time, this consent is to include any and all emergency procedures deemed necessary by the attending emergency personnel. I also understand that in the event of injury, every reasonable attempt will be made to contact me prior to securing medical treatment beyond basic first-aid.

Parent Initials \_\_\_\_\_

### AUTHORIZATION TO ADMINISTER OVER-THE-COUNTER (OTC) MEDICINE

\*\*\*NOTE: The Parent must elect to either grant or deny permission to administer OTC medicine to the Student. If neither choice is indicated by the Parent's initials (or if both choices are indicated), DADA will assume that the Parent does not want OTC medicine to be given to the Student.

### CHOOSE ONE

1. I hereby grant permission to the staff of DADA, or in their absence any adult accompanying or assisting DADA, to administer over-the-counter medicine (commonly known as "OTC medicine") to relieve minor aches, pains, and discomfort, including, but not limited to, headache medicine, oral and topical pain relievers, and fever reducers.

Parent Initials \_\_\_\_\_

2. I hereby **DENY** permission to the staff of DADA, or in their absence any adult accompanying or assisting DADA, to administer OTC medicine to relieve minor aches, pains, and discomfort, including, but not limited to, headache medicine, oral and topical pain relievers, and fever reducers.

Parent Initials \_\_\_\_\_

**I have read the above statements, EXPLANATION OF SCREENING PHYSICAL, AWARENESS OF RISK, PERMISSION FOR TREATMENT and AUTHORIZATION TO ADMINISTER OTC MEDICINE, and understand them fully and agree/consent to their contents.**

Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

Student Signature \_\_\_\_\_ Date \_\_\_\_\_

## Schedule I

DADA Medical Clearance Package

3 of 6

**Student Name:** \_\_\_\_\_ Health Screening History & Physical Exam

## Health History

Please answer the following in the check box provided. Explain "yes" answers in the space provided below.  
Has your child ever had or does he/she now have any of the following?

**Yes No** (Please explain any yes answers)

1. Chronic or recurrent illnesses \_\_\_\_\_

2. Illnesses lasting more than a week \_\_\_\_\_

3. Hospitalizations \_\_\_\_\_

4. Surgery, other than tonsillectomy \_\_\_\_\_

5. Problem with blood pressure or heart. Has your child ever been told that he/she has a heart murmur or your heart skipped beats? \_\_\_\_\_

6. Dizziness, fainting or frequent headaches \_\_\_\_\_

7. Ever been knocked out or had a concussion or lost memory \_\_\_\_\_

8. Neck/back injury or surgery, numbness or tingling in arms, hands, legs or feet? \_\_\_\_\_

9. A stinger, burner or pinched nerve? \_\_\_\_\_

10. Knee, ankle injury or surgery \_\_\_\_\_

11. Other joint sprains or dislocation, pain or swelling \_\_\_\_\_

12. Broken bones (fractures, sprains or dislocations of any part of the body?) \_\_\_\_\_

13. Epilepsy or seizure disorder \_\_\_\_\_

14. Asthma or shortness of breath \_\_\_\_\_
15. Diabetes \_\_\_\_\_
16. Someone in your family died of heart problems or a sudden death before age 40? \_\_\_\_\_
17. Nervous disorder or mental illness \_\_\_\_\_
18. Someone your family with Marfan's Syndrome? \_\_\_\_\_
19. Allergic to any medications (aspirin, penicillin, etc.) or bee stings \_\_\_\_\_
20. Wear eyeglasses or contact lenses \_\_\_\_\_
21. Wear dental appliances, othotics or prosthetic equipment \_\_\_\_\_
22. Desire to weigh more or less than current weight. Lose weight regularly to meet weight goals for dance or other activities \_\_\_\_\_
23. Stressed out feeling \_\_\_\_\_
24. Do you use special pads or braces \_\_\_\_\_
25. Illness from exercising in the heat \_\_\_\_\_
26. Dizziness or passing out from the heat? \_\_\_\_\_
27. Heat cramps \_\_\_\_\_
28. Have you ever had:  
 Mononucleosis Diabetes Measles Hernia(s) Hepatitis Ulcers  
 Headaches (frequent) Asthma Eye/ear injuries Tuberculosis Sickle cell trait/disease
29. When was your last tetanus shot? \_\_\_\_\_
30. What is your child's blood type? \_\_\_\_\_
31. Does your child have breathing or stamina problems? \_\_\_\_\_
32. Does your child have problems concentrating? \_\_\_\_\_
33. Does your child have any life- threatening allergies? (i.e. peanut allergy) \_\_\_\_\_
34. Please use this space to further explain the above answers or for additional information

**Please ask the doctor to address any questions that you may have. [All discussions are kept confidential.]**

Parent/Guardian Permission and Release

**I declare that the above information is correct to the best of my knowledge. I understand that submitting FALSE INFORMATION SUBJECTS THE STUDENT TO IMMEDIATE EXPLUSION FROM THE ACADEMY.** I also understand this is a screening examination to determine if any obvious medical problems exist to prevent my child from participating in rigorous and athletic professional dance/artistic training and performances. This examination is not a complete medical examination. You should contact your family physician for your medical needs. If any medical problems are identified in this screening examination, further examination and treatment should be obtained through your physician.

\_\_\_\_\_  
 Parent/Guardian Signature Date

**Student Name:** \_\_\_\_\_ Health Screening History & Physical Exam

## Physical Examination

(To be completed by Medical Personnel)

Height \_\_\_\_\_

Weight \_\_\_\_\_

Body fat \_\_\_\_\_% (optional)

Blood Pressure \_\_\_\_\_ (sitting, left arm)

Pulse Rate \_\_\_\_\_

Vision (optional)

Left eye \_\_\_\_ / \_\_\_\_

Right eye \_\_\_\_ / \_\_\_\_

Both eyes \_\_\_\_ / \_\_\_\_

with / without glasses

Normal Abnormal

Comments \_\_\_\_\_

Skin \_\_\_\_\_

Head \_\_\_\_\_

Eyes (PERLA, EOMI, Fundi) \_\_\_\_\_

Ears, nose, throat \_\_\_\_\_

Neck \_\_\_\_\_

Lymphatics \_\_\_\_\_

Cardiovascular \_\_\_\_\_

Heart (murmurs?) \_\_\_\_\_

Abdomen \_\_\_\_\_

Genitalia (include. hernia

exam – optional) \_\_\_\_\_

Extremities \_\_\_\_\_

Neurologic \_\_\_\_\_

Reflexes \_\_\_\_\_

Orthopedic \_\_\_\_\_

Cervical spine/back \_\_\_\_\_

Arms/elbows/

wrist/hands \_\_\_\_\_

Hips \_\_\_\_\_

Knees \_\_\_\_\_

Ankles/feet \_\_\_\_\_

Developmental \_\_\_\_\_

Tanner staging 1 – 5 \_\_\_\_\_

(optional)

Comments/Recommendations:

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**Schedule I**

DADA Medical Clearance Package

6 of 6

**Student Name:** \_\_\_\_\_ Athletic Screening History & Physical Exam

**Medical Clearance**

(As appropriate for age and development)

Please indicate:

Full, unrestricted participation

**OR**

Clearance deferred or no participation at this time because:

Needs to complete rehabilitation for current condition(s) prior to participation. Notes: \_\_\_\_\_

Needs clearance by specialist:

Orthopedist Cardiologist

Other:

\_\_\_\_\_  
\_\_\_\_\_

**Physician's Statement:**

(Student's name) \_\_\_\_\_ was examined by me on (date) \_\_\_\_\_ and found physically fit to engage in rigorous and athletic dance training and performances. I understand that Student's training includes at least twelve classes, which requires at least twenty one hours of dance Instruction, per week. Results are to encourage, but in no way guarantee, the fitness and safety of this athlete.

Practitioner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

M.D. / D.O. / N.P. / P.A. / D.C.

Physician's Office Stamp HERE

## CREDIT CARD AUTHORIZATION FORM

For your convenience, we are providing a credit card payment option.

Tuition Cost: \$ \_\_\_\_\_

(check one) Academy  Pre-Academy  Early Bird

Payment Type (circle one): Visa MasterCard AMEX

Name on Card: \_\_\_\_\_

Card #: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Please print your  
name: \_\_\_\_\_

Print Dancer's  
Name(s) \_\_\_\_\_

Phone number: \_\_\_\_\_

Please specify what this payment should be credited towards:

One-Time payment  Monthly payments

Instructions to DADA: \_\_\_\_\_

Office use only:

Charged by: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_ Date: \_\_\_\_\_ Date: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_ Date: \_\_\_\_\_ Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Dress Code

### Early Birds: Pink Tank Top Leotard

ALL DANCE WEAR AND SHOES SHOULD BE LABELED W/DANCER'S NAME

**Early Birds:**

**Girls:** Pink tank top leotard, pink tights, pink ballet shoes, black tap shoes, tennis shoes.

**Boys:** Black sweat pants, blue tee shirt, white socks (no ballet shoes), black tap

## Debbie Allen Dance Academy 2009 – 2010 Calendar

Schedule is subject to change. For updates check [www.debbiealldanceacademy.com/calendar.htm](http://www.debbiealldanceacademy.com/calendar.htm)

### 2009

September 1 <sup>st</sup> -3 <sup>rd</sup>	Tue-Thur	4:30-6pm	<b>Fall Semester Placement Auditions</b>
September 4 <sup>th</sup>	Friday	9am – 6pm	<b>Early Bird and Pre-Academy Registration Deadline</b>
September 5 <sup>th</sup>	Saturday	9am – 6pm	<b>Academy Registration Deadline</b>
September 8 <sup>th</sup>	Tuesday	5pm	<b>Orientation – All Divisions</b>
September 9 <sup>th</sup>	Wednesday		<b>First day of Academy, Pre-Academy, Early Birds, Red Birds Classes</b>
September 18 <sup>th</sup>	Friday	4:30pm	<b>Oman...O Man! Auditions</b> Boys ages 8-12
September 19 <sup>th</sup>	Saturday	3pm	<b>Oman...O Man! Auditions</b> Boys ages 13 and Older
		5pm	Girls ages 8 - 12
		6:30pm	Girls ages 13 and Older
September 20 <sup>th</sup>	Sunday	9am -1pm	<b>Oman...O Man! Call Backs</b>
October 3 <sup>rd</sup>	Saturday	TBD	<b>Placement Auditions for Fall Semester</b>
October 7 <sup>th</sup> – 11 <sup>th</sup>	Thur -Sun	TBD	<b>African Dance Festival</b>
October 11 <sup>th</sup>	Sunday	TBD	<b>African Dance Festival Concert Performance</b>
October 11 <sup>th</sup>	Sunday	6:30pm	<b>DADA Performs at Alfred Mann Foundation Gala</b>
November 16 <sup>th</sup>	Monday		<b>Scholarship Applications Available</b>
November 26 <sup>th</sup>	Thursday		<b>Academy Closed for Thanksgiving Holiday</b>
December 10 <sup>th</sup>	Thursday	TBD	<b>Oman...O Man! Gala Performance</b>
December 11 <sup>th</sup> -12 <sup>th</sup>	Fri-Sat	TBD	<b>Oman...O Man! School Shows, Matinee and Night Performances</b>
December 19 <sup>th</sup>	Saturday	TBD	<b>Dance Free Day</b>
December 23 <sup>rd</sup> -Jan 2 <sup>nd</sup>	Wed – Sat		<b>Academy Winter Break</b>
December 27 <sup>th</sup> – 30 <sup>th</sup>	Sat – Wed		<b>Open Classes Continue (Academy Students may Attend)</b>
December 31 <sup>st</sup> – Jan 1 <sup>st</sup>	Thur-Fri		<b>Academy Closed</b>

### 2010

January 9 <sup>th</sup>	Saturday	TBD	<b>Summer Intensive &amp; Spring Semester Placement Auditions</b>
January 20 <sup>th</sup>	Wednesday		<b>Closed for Martin Luther King's Birthday</b>
January 29 <sup>th</sup> -30 <sup>th</sup>	Fri-Sat	TBD	<b>Winter Recital</b>
January 31 <sup>st</sup>	Sunday	TBD	<b>DADA Hosting Alvin Ailey Auditions</b>
February 1 <sup>st</sup>	Monday		<b>Registration &amp; First day of Class for Spring</b>
February 20 <sup>th</sup> – 27 <sup>th</sup>	Sat-Sun	4pm	<b>Summer Intensive Audition &amp; Spring Admission Placement Class</b>
March 6 <sup>th</sup>	Saturday	TBD	<b>Summer Intensive Deposit Due</b>
March 14 <sup>th</sup> – 21 <sup>st</sup>	Sun-Sun	TBD	<b>DADA's Parent Observation Weeks</b>
March 27 <sup>th</sup>	Saturday	TBD	<b>Summer Intensive Audition</b>
April 3 <sup>rd</sup>	Saturday	TBD	<b>Summer Intensive Audition</b>
May 1 <sup>st</sup>	Saturday		<b>Final Payment for Summer Intensive 2010</b>
May 2 <sup>nd</sup>	Sunday	TBD	<b>Summer Intensive Audition 2010</b>
May 31 <sup>st</sup>	Monday		<b>Memorial Day Academy Closed</b>
June 19 <sup>th</sup> -20 <sup>th</sup>	Sat-Sun	TBD	<b>Spring Recital</b>
June 21 <sup>st</sup> – 27 <sup>th</sup>	Mon-Sun	TBD	<b>Hip Hop Intensive</b>
July 4 <sup>th</sup>	Sunday		<b>RAs Arrive / Independence Day Academy Closed</b>
July 5 <sup>th</sup>	Monday		<b>Summer Intensive 2010 Orientation</b>
July 6 <sup>th</sup> –August 1 <sup>st</sup>	Tue-Sat		<b>Summer Intensive 2010</b>
August 1 <sup>st</sup>	Sunday	TBD	<b>Summer Intensive Recital</b>
August 2 <sup>rd</sup> – 26 <sup>th</sup>	Mon-Thur	TBD	<b>Early Bird Summer Program</b>
August 9 <sup>th</sup> – 14 <sup>th</sup>	Mon-Sat		<b>LA Tap Fest</b>
August 14 <sup>th</sup>	Saturday	7pm	<b>LA Tap Fest Concert Performance</b>
August 26 <sup>th</sup>	Thursday	TBD	<b>Early Bird Summer Program Recital</b>