



HoustonBallet Academy

Houston Ballet Academy Policies, Rules, and Releases

Houston Ballet Center for Dance

601 Preston Street

Houston, TX 77002

Tel: (713) 523-6300

Fax: (713) 523-4038

HBAcademy@houstonballet.org

<https://www.houstonballet.org/about/academy1/>

HOUSTON BALLET MISSION STATEMENT

To inspire a lasting love and appreciation for dance through artistic excellence, exhilarating performances, innovative choreography, and superb educational programs.

In furtherance of our mission, we are committed to maintaining and enhancing our status as:

- A classically trained company with a diverse repertory, whose range includes the classics as well as contemporary works.
- A company that attracts the world's best dancers and choreographers and provides them with an environment where they can thrive and further develop the art form.
- An international company that is accessible to broad and growing local, national, and international audiences.
- A company with a world-class Academy that provides first rate instruction for professional dancers and meaningful programs for non-professional dancers.
- A company with state-of-the-art facilities for performances, rehearsals, and ongoing operations.

Inclusion, Diversity, Equity, and Access Statement

Houston Ballet is dedicated to creating meaningful change by cultivating a space that honors what is unique in all of us. Inclusion, Diversity, Equity, and Access (IDEA) are instrumental in the fulfillment of our mission and values. We recognize our responsibility to be an inclusive and open organization for students, artists, staff, trustees, and volunteers of all backgrounds. Join us, together we are Houston Ballet.

This School is authorized under Federal law to enroll nonimmigrant students, who are foreign nationals.

POLICIES AND RULES

Houston Ballet Safety Rules

- Firearms are strictly prohibited on Houston Ballet property.
- Students may not run in the lounge, halls, or on the stairs.
- Bicycles are not permitted inside the building. A bicycle rack is located at 601 Preston Street, and all bicycles must be securely locked.
- Only students taking class are allowed upstairs.
- Students are not permitted to attend Ballet technique or pointe classes outside of the Houston Ballet Academy.
- Students are discouraged from participating in competitions. Permission is required from the principal of the school.

Students/Employee Engagement

- When meeting with parents/guardians or students, two staff members should always be present.
- Faculty, staff, and company members may not transport students or minors in their cars without permission from the Academy. If transport is required in a personal automobile, staff must obtain written permission from the student's parent/guardian. If a student is 18 years of age or older, no parental/guardian permission is required.
- Faculty, staff, and company members may not take students out for one-on-one meetings including dinner, travel, or transportation to an event.
- Faculty, staff, and company members may not engage with students over text on their personal phone. Correspondence should only take place through the organization's emails. Group texts utilized during performances, specifically for business purposes are permitted. Academy Administrative Staff should be made aware in advance.
- Academy Administrative Staff may correspond with students or minors via text only with regards to absences and for emergency purposes.
- Faculty, staff, and company members should not engage one on one with students or minors via social media platforms (e.g., Facebook, Instagram, LinkedIn, Myspace, YouTube, Flickr, Twitter, WhatsApp, Snapchat etc.). Please reference social media policy for further details.
- Students may not use Staff or Company restrooms or dressing rooms (except during the six-week summer program, where restrooms will be clearly identified).

Non-Discrimination/Non-Harassment Policy

Houston Ballet Academy is dedicated to treating persons with respect and dignity and to providing an environment that is free

from any form of discrimination or harassment. The Academy prohibits and will not tolerate harassment of any kind to or by any persons, including teachers, staff, students, parents/guardians, and any other person affiliated with or doing business with Houston Ballet Academy. This prohibition includes harassment for any unlawful discriminatory reason, such as race, color, religion, sex, disability, age, sexual orientation, gender identity, national origin, veteran status, or genetic information. This policy also prohibits actions that, while they may not be so severe or serious as to constitute harassment in a legal sense, are nevertheless commonly understood to be abusive and disrespectful of others. Accordingly, slurs, jokes, or remarks that are derogatory of a person or group's race, ethnic background, religion, gender, disability, sexual orientation, economic status, or age are considered inappropriate for the Academy's environment.

Each person is responsible for exercising their own good judgment to avoid engaging in conduct that may violate this policy. A person who believes themselves to be a victim of discrimination or harassment, or who has witnessed such discrimination or harassment, should report the incident to the Director of the Academy, Jennifer Sommers. The matter will be dealt with on a confidential basis with disclosure only to the extent necessary for fair problem resolution and only to those who have an immediate need to know.

Anti-Bullying Policy

Houston Ballet Academy has a zero-tolerance policy for bullying in all forms – verbal, written, physical, and online. Should a student or group of students infringe on another student's right to an equally safe environment, they can be expelled from Houston Ballet. The action to expel a student is decided by the Artistic Director and Director of the Academy.

Unacceptable behaviors, whether occurring in class or outside the studio, include, but are not limited to:

- Violation of any law, Academy rule, or policy
- Failure to observe proper studio protocol
- Lying, cheating, or stealing
- Falsifying documents
- Theft (including attending Houston Ballet performances without a ticket)
- Destruction of property
- Drug or alcohol use
- Any behavior that places other students, staff, visitors, innocent bystanders, and/or self in danger
- Verbal, written, online, or physical harassment based on race, color, religion, sex, age, disability, sexual orientation, national origin, or appearance
- Swearing, cursing, or yelling
- Smoking or vaping anywhere on campus

Consequences for unacceptable behavior include, but are not limited to:

- Verbal or written warnings
- Suspension or dismissal from the Academy or the Center for Dance dormitory
- Early curfew and grounding at the dorm (if applicable)
- Referral to counseling
- Fines
- Probation
- Loss of scholarship or stipend (if applicable)
- Loss or suspension of privileges (such as use of equipment)

Media Release

In consideration of good and valuable considerations, the receipt of which is hereby acknowledged, I hereby grant to Houston Ballet, its nominees, designees, successors and assigns, or those for whom they are acting, the absolute right and permission to copyright, and/or use, and/or publish photographs, or videos of me or my child, or in which myself or my child may be included in whole or in part, or composite, or distorted in character or form, in conjunction with our own or any other picture or reproductions thereof made at its studios or elsewhere, for art, advertising, business or trade, news reporting, online use, social media, or any other lawful purpose whatsoever.

I hereby waive any right that I may have to inspect and approve the finished product or the advertising copy that may be used in connection therewith or the use to which it may be applied. I understand that there will also be no payment made to myself/or child for use of photos/videos (including speaking roles).

Media Policy

All media inquiries and requests for interviews and information must be referred to Houston Ballet's Public Relations

department. Occasionally, students are interviewed by journalists and media crews to promote activities of the Academy and Company. Such activity will be organized, sanctioned, and promoted by Houston Ballet.

At no time should a dancer, student, parent, guardian, teacher, employee, staff member, or other person affiliated with Houston Ballet or the Academy should speak with a member of the media about Houston Ballet, the Academy or any individual associated with either organization, on or off the record, without prior authorization from the Public Relations department. All photographs taken of Houston Ballet students during Houston Ballet classes or photo sessions are the sole property of Houston Ballet.

Social Media Policy

Only those employees officially designated by Houston Ballet are authorized to speak on behalf of the Company. Unless you have received permission from the Public Relations department, you should not in any way imply that your speech is approved or adopted by Houston Ballet, or that you speak in any official capacity for the Company.

However, Houston Ballet encourages all staff, company members, students, and faculty to engage with, and create content for, Houston Ballet social media pages. All active social media participants, directly or indirectly representing the Houston Ballet brand, should be aware that Houston Ballet reserves the right to request the immediate removal of content that in any way relates to Houston Ballet, or the activities herein.

The use of material protected by copyright, trademark law, or other intellectual property rights without permission is prohibited. Examples of copyrighted material include, but are not limited to, Houston Ballet's and Houston Ballet Academy's logos, images (including, but not limited to, photos from performances, rehearsals, and Houston Ballet events, as well as marketing collateral), performance audio recordings, performance video footage, footage filmed on Houston Ballet property (including, but not limited to, the Center for Dance, the Wortham Theater Center, and the production warehouse), costume and scenic designs, choreography, video and audio produced by Houston Ballet and Houston Ballet Academy (including, but not limited to, podcasts), and materials written by Houston Ballet or Houston Ballet Academy (including, but not limited to, text from brochures, programs, and HB's website).

Students/Employee Engagement on Social Networking Sites

When using a social media site, a student may "follow," (or other similar terminology used by various sites) a company member. However, a student and a company member may not engage in private communication. This policy allows students to follow the work of Houston Ballet mentors but is intended to prevent private, direct, one-on-one communication between adults and minors. Students may not 'follow', 'friend' (other similar terminology used by various sites), or engage in private communication with Houston Ballet faculty, staff, or company dancers at any time. Houston Ballet encourages parents to discuss the dangers of social media within their household.

HEALTH POLICIES

Allergy Policy

If your student has an allergy or a medical condition which could result in a medical emergency, please make the Academy Registrar aware at the time of registration. Please also notify the **Director of the Academy** in writing at the time of registration, so that faculty members can be alerted.

HBA is not a nut-free campus. If your student carries an EpiPen, please make the office and faculty aware of where the EpiPen is kept in your student's dance bag.

All administrative and artistic staff are CPR certified; however, we do not have a medical specialist or Registered Nurse on site. Please be mindful this is a public building, and we are unable to anticipate all possible scenarios that would introduce allergens to the building.

Please educate your student about their allergy – they are their own best advocate!

- Ensure they have the right tools
- Discuss what is okay and not okay to eat

- Review what to do in case of an allergic reaction
- Teach them the best way to teach others about their own allergy

Drug/Alcohol/Tobacco Policy

Houston Ballet Academy does not tolerate student use of alcohol, tobacco, vaping products, drugs, or illicit substances. All persons involved with the Academy including dancers, students, parents/guardians, faculty, and staff are required to obey the law and refrain from providing alcoholic beverages, drugs, and/or illicit substances at any location but not limited to private homes, the Center for Dance, and any other properties owned or leased by Houston Ballet including Market Square Tower apartments.

The Academy reserves the right to drug test or conduct alcohol screening on any student under “reasonable suspicion” situations. The student and their parents/guardians are responsible for all costs, including those for drug tests, evaluations, counseling, medical treatment, and therapy. Any student refusing an initial drug test or alcohol screening will be subject to dismissal.

Students found using or in the possession of drugs, illicit substances, alcohol, or tobacco/smoking/vaping/e-cigarette substances and/or accessories will be subject to disciplinary action at the discretion of the Director of the Academy up to and including expulsion from Houston Ballet Academy and/or HBA housing.

Violation of this policy will result in the following:

- Parents/Guardians will be notified.
- The Director of the Academy will evaluate the violation.
- Suspension from the Academy as determined by evaluation. If a student is suspended, they will be required to:
 - Participate in individual and/or group counseling (such as a Drug, Alcohol, or Tobacco Awareness Program), as recommended by evaluation. Students are responsible for all costs and transportation to and from counseling appointments.
- Expulsion from the Academy or Academy housing as determined by evaluation.

Sanctuary Policy

To encourage students to seek help for medical emergencies involving drugs or alcohol, the Academy has instituted a “sanctuary policy.” If a student determines that they or a friend needs immediate medical attention as a result of drug or alcohol use, the student may contact a member of the faculty or staff. Students must understand that there will be a follow-up. No disciplinary action will be taken if:

- The student is seeking aid
- The Academy knows of the problem in no other way

Healthy Weight Management Policy

The Academy staff will not discuss a weight concern with a student who is under the age of 18 unless at least one parent/guardian is present, in person or via telephone, or with parental/guardian permission. If a student is 18 or older, the Academy staff will meet with the student about the weight concern, and the student’s parents/guardians will be notified of the discussion via email or by phone.

The Academy faculty will not make specific recommendations regarding a student’s weight. If desired, the student and parents/guardians may seek such a recommendation from a health professional. A list of resources, including doctors, nutritionists, and body conditioning specialists, will be made available to the student and parents/guardians. Students will be required to schedule a monthly meeting with the Director of the Academy for three to six months after the initial meeting. A student approached with an underweight concern may return to classes only with a physician’s written approval.

A student will not be taken out of a level or have a scholarship revoked due to a weight issue. However, scholarship and stipend students will be re-evaluated each semester on all criteria, including healthy weight.

Students attending pas de deux class will be assessed at the beginning of each semester. Only students at healthy dancing weight will be allowed to participate. If a student's weight or musculature presents a danger to the student or the student's partner, the student will not be allowed to complete the semester's pas de deux classes. Each student will be re-evaluated for participation at the beginning of each semester.

RELEASES

The following releases are included in your student's registration form and are required to be sign.

Consent for Medical Treatment

I am the parent or legal guardian of the above student (my "Child"). Additionally, I acknowledge that my Child is currently enrolled at the Houston Ballet Academy, an educational institute for dance. I understand that my Child may suffer an injury or sickness during their enrollment with the Houston Ballet Academy and immediate medical care for my Child may be necessary.

If in the judgment of any representative of the Houston Ballet Academy my Child should need immediate medical care and treatment as a result of any injury or sickness, and I cannot be reached at the telephone contact provided as the primary and/or secondary phone number to give my consent, I do hereby authorize the Houston Ballet Academy and its representatives to consent for such medical care and treatment as may be given to my Child by any health care provider, physician, nurse, athletic trainer, or school representative.

This authorization shall remain effective throughout the term of my Child's enrollment with the Houston Ballet Academy, lasting from the date of August 21, 2023, until the date of May 19, 2024, unless it is earlier revoked by me in a written notice to the Houston Ballet Academy.

Waiver and Assumption of Risk and Release of Liability

I am the parent or legal guardian of the above student (my "Child"). In consideration of my Child's opportunity to participate in the dance training, educational courses, instructional classes, recreational activities, and other activities (collectively, "Activities") offered at, by, or through the Houston Ballet Academy, I, on both my and my Child's behalf and on behalf of my Child's and my heirs, agents, successors, and assigns, hereby freely and voluntarily enter into this Parent/Guardian Waiver and Assumption of Risk and Release of Liability ("Waiver") in favor of the Houston Ballet Academy, the Houston Ballet Foundation, and each of the foregoing's respective affiliates, officers, directors, managers, members, trustees, employees, representatives, agents, instructors, staff, volunteers, independent contractors, successors, and assigns (collectively, the "Houston Ballet").

Accordingly, I hereby agree and acknowledge as follows:

ASSUMPTION OF RISK AND RELEASE OF LIABILITY

I understand that my Child may engage in Activities at, by, or through the Houston Ballet that may be hazardous, that others, including but not limited to other students, visitors, instructors, employees, staff, volunteers, independent contractors, agents, and representatives of Houston Ballet, may also be engaging in these and other potentially hazardous activities and that their actions could pose a hazard to my Child, and that there is risk of injury inherent in all of these activities. I HEREBY SPECIFICALLY AND EXPRESSLY ASSUME THE RISK OF INJURY AND HARM TO MY CHILD RELATED TO THOSE ACTIVITIES AND ANY OTHER ACTIVITIES AT, BY, OR THROUGH THE HOUSTON BALLET, INCLUDING FOR INJURIES OR DAMAGES ARISING OUT OF OR ATTRIBUTABLE TO THE HOUSTON BALLET'S NEGLIGENCE.

I, FURTHER HEREBY, WAIVE, RELEASE, DISCHARGE, COVENANT NOT TO MAKE OR BRING, AND AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE HOUSTON BALLET FROM ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, IN LAW OR IN EQUITY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, WHETHER KNOWN OR UNKNOWN, FORESEEABLE OR UNFORESEEABLE, INCLUDING REASONABLE ATTORNEY FEES, FEES AND THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, AND THE COST OF PURSUING ANY INSURANCE PROVIDERS, ARISING OUT OF OR RELATED TO MY CHILD'S PARTICIPATION IN THE ACTIVITIES AND IN THE HOUSTON BALLET ACADEMY'S PROGRAM, INCLUDING FOR CLAIMS ARISING OUT OF OR ATTRIBUTABLE TO THE HOUSTON BALLET'S NEGLIGENCE (COLLECTIVELY, THE "RELEASED CLAIMS"). I understand that this Waiver discharges the Houston Ballet from any and all liability or claim that I or

my Child may have against the Houston Ballet for injury, illness, death, property damage, or other loss that may result from my Child's activities with the Houston Ballet.

ENFORCABILITY AND SEVERABILITY

I expressly agree that this Waiver is intended to be as broad and inclusive as permitted by the laws of the State of Texas, and that this Waiver shall be governed by and interpreted in accordance with the laws of the State of Texas. I agree that the exclusive venue for any dispute arising out of or related to this Waiver of the Released Claims is in state or federal court in Harris County, Texas. I agree that if any clause or provision of this Waiver is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision will not otherwise affect the remaining provisions of this Waiver, which continue to be enforceable.

CONSENT TO PARTICIPATE

I express consent to my Child's participation in the Houston Ballet Academy's program and all Activities, and I further consent to my child's participation in other activities such as performances in connection with such program and the Houston Ballet.

To my knowledge, my Child does not have any medical problem(s) other than those that have been disclosed in writing to the Houston Ballet. If, between this date and the beginning of the Academy season, any illness or injury should occur that may limit the student's participation, I agree to notify the school authorities of such illness or injury in writing.

I represent that my Child is not now suffering from any physical or mental disability, which prevents them from dancing. I understand that continuing to dance may result in the aggravation of previous injuries and/or sustaining new injuries. I also fully understand that any or all of the injuries sustained while my Child is participating could result in future permanent disability. I fully understand the possible consequences of dance, desire for my Child to be permitted and cleared to dance, and hereby assume the risk of the matters set forth above. I understand that, should my Child be injured during the Houston Ballet Academy programming, a full release for all activities by a doctor may be required before my Child will be allowed to resume participation in the program.

Medical Information Release Authorization

I am the parent or legal guardian of the above student (my "Child"). I consent to the disclosure of my Child's health information that the health care provider has in their possession and voluntarily authorize and direct the health care provider for my Child to use or disclose my Child's health information during the term of this Parent/Guardian Medical Information Release Authorization (the "Authorization") to the:

Houston Ballet Academy
601 Preston Street
Houston, TX 77002

This Authorization permits the health care provider to disclose to Houston Ballet Academy my Child's information relating to any medical history, mental or physical condition, and any treatment received by my Child. This Authorization shall supersede any prior agreement that I may have made with my Child's health care provider to restrict access to or disclosure of their individually identifiable health information, and any health care provider which acts in reliance on this Authorization is hereby released from liability that may result from disclosing any of my Child's health information. I understand that once my Child's health care provider discloses my Child's health information to the Houston Ballet Academy, my Child's health care provider cannot guarantee that the recipient will not re-disclose my health information to a third party. The third-party may not be required to abide by this Authorization or applicable federal and state law governing the use and disclosure of my Child's health information.

Furthermore, I understand that I may refuse or may revoke (at any time) this Authorization for any reason and that there are no exceptions to this right to refuse or revoke. Such refusal or revocation will not affect the commencement, continuation, or quality of my Child's treatment by my Child's health care provider.

This Authorization will remain in effect until the term of my Child's engagement with the Houston Ballet Academy expires, or I provide written notice of revocation to my Child's health care provider. The revocation will be effective immediately upon my Child's health care provider's receipt of my written notice.