

Chinese American Association of Minnesota Chinese Dance Theater Student Code of Conduct Consent and Release

Introduction

Participation at CAAM CDT is a privilege and should be treated as such. The actions of one participant may reflect positively or negatively on the organization. Therefore, CAAM CDT students and persons associated with a student are expected to represent themselves, their school and the organization with honesty, integrity and character –artistically and socially.

All students and persons associated with a student agree to conduct themselves with proper etiquette and are responsible for their actions while participating in all CAAM CDT activities (including but not limited to performances, practices, camps and outreaches).

Proper etiquette is defined as, but is not limited to: Respect for instructors, class coordinators, volunteers, external supporting staff (O'Shaughnessy staff, etc.), other students or parents. Respect for facilities, privileges and operating procedures, the use of courtesy and good manners, acting responsibly and maturely, refraining from the use of profane language, and the absence of illegal use of alcohol and illegal or banned drugs.

Policy on Student Conduct

CAAM CDT Students and persons associated with students are expected to:

- Maintain high standards of moral and ethical conduct, which includes self-control and responsible behavior, consideration for the physical and emotional well-being of others, courtesy and good manners;
- Refrain from bullying and harassing activities toward teachers, peers and/or volunteers;
- Abide by CAAM CDT governing body policies (See Student/Parent Handbook for complete details.);
- Abstain from illegal consumption of alcohol or illegal drugs. Absolutely no consumption of alcohol is permitted by CAAM CDT students who are under the legal age;
- Refrain from hazing;
- Refrain from any conduct that could be perceived as harassment based upon gender, age, race, religion, sexual orientation, or disability;
- Communicate with their instructors, volunteers and other students with honesty and timeliness;
- Assist in promoting positive attitudes among all involved in CAAM CDT;
- Avoid using profane or abusive language and disruptive behavior;
- Attend classes regularly and on time;
- Respect and preserve all equipment (including costumes, props, studio space (including waiting areas) and equipment or venues utilized by CAAM CDT for production, outreach or camps);
- Students and their families will maintain their financial obligations in a timely manner;
- Refrain from inappropriately using online social networks.

CAAM CDT understands the popularity and usefulness of social networking sites and supports their use by students and persons associated with students provided:

- No offensive or inappropriate pictures are posted;
- No offensive or inappropriate comments are posted;
- Any information placed on the website(s) does not violate this code of conduct;
- Photos and/or comments posted on these sites do not depict negative CAAM CDT -identifiable activities (including wearing/using costumes or apparel inappropriately).



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• No Photos that are deemed confidential should be posted prior to Artistic Director or Marketing Committee release date. Often photos of specific costumes or effects are not to be shared on public media sites prior to a public performance to maintain the general audience's experience.

Students and persons associated with students must remember that they are representatives of CAAM CDT and are in the public eye, especially when performing in public venues. Please keep the following in mind as you participate on social networking websites:

- Before participating in any online community, understand that anything posted online is available to anyone in the world. Any text or photo placed online becomes the property of the site(s) and is completely out of your control the moment it is placed online even if you limit the access to your site.
- You should not post any information, photos or other items online that could embarrass you, your family, your class mates or CAAM CDT. **This includes information that may be posted by others on your page.**
- Instructors and volunteers may monitor these websites.
- Local police and other law enforcement agencies may monitor these websites regularly as may potential employers and internship supervisors as a way of screening applicants. In addition, many colleges, universities and scholarship committees also search these sites to screen applicants. Students should be very careful when using online social networking sites and keep in mind the consequences that may be imposed, including suspension or dismissal from CAAM CDT, if these sites are used improperly or depict inappropriate, embarrassing or dangerous behavior.

Consequences

The consequences for a violation of the Student Code of Conduct may include, but are not limited to: verbal warning, written reprimand, community service, immediate suspension from a class, and expulsion from CAAM CDT.

Process

Self-reporting an incident may help to reduce sanctions.

A student who is suspected of violating the Student Code of Conduct will, along with his/her parent(s), at the first available opportunity, have an in-person meeting with the CAAAM CDT Management committee. After collecting other information and speaking with appropriate parties, the CAAM CDT Management Committee will recommend the appropriate course of action. The CAAM CDT Management Committee will notify the student and parent(s) of the consequence at an in-person meeting. The Management committee will follow up in writing.

A student may appeal the decision of a disciplinary suspension or expulsion to the CAAM CDT Management Committee. Such a request must be in writing and must be submitted to the members of the Executive Committee within 14 days after receipt of the notice of suspension or expulsion. Based on a review of available information, the CAAM CDT Management Committee may uphold, reverse or modify the suspension.



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Consent and Release:

In consideration of participating in CAAM Chinese Dance Theater (referred here as "CAAM CDT") activities, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence CAAM CDT, its directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that participating in CAAM CDT activities involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, broken bones, torn ligaments or other injuries as a result of falls or contact with other participants; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity. I hereby declare my child is physically and mentally able to perform the activities of the program and hereby declare any physical/mental problems, restrictions, or conditions and request any accommodations in the activities:

2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My/My child's participation in these activities is purely voluntary and we elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I or my child are unable to participate due to physical or medical conditions, then I will immediately discontinue participation.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my/my child's participation in these activities, or our use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct or conduct that constitutes greater than ordinary negligence. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

4. I represent that I have adequate insurance to cover any injury or damage I or my child may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I/my child have no medical or physical conditions which could interfere with our safety in these activities, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

5. In the event that I file a lawsuit, I agree to do so in the state of Minnesota, and I further agree that the substantive law of that state shall apply.

6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

PARENT/GUARDIAN AUTHORIZATION SECTION — TRANSPORTATION/PICK UP/MEDICAL 1. In the event that I/my child need immediate medical attention for injuries received while participating in a CAAM CDT

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activities or program, I authorize CAAM CDT staff to give me or my child reasonable first aid, and to arrange transport of myself or my child to a health care facility for emergency services as needed. 2. I give permission for myself and/or my child to be transported by CAAM CDT as needed for to other locations including field trips, classes, rehearsals, performances or due to inclement weather, early drop off or late pick up. I also give my permission to participate in walking field trips, rehearsals and performances. 3. I hereby acknowledge that CAAM CDT will assume that either parent of the child may pick up the child at any time during the program unless there is pertinent court documentation on file at CAAM CDT that indicates otherwise. One parent of the child may also notify CAAM CDT at any time that others may pick up their child. I release CAAM CDT from any responsibility for the pick-up of that child by another person. 4. I agree to the release of any records necessary for treatment, referral, billing or insurance purposes. CAAM CDT receives medical information on campers/ participants that may need to be shared with medical providers. 5. If I or my child requires use and administration of an epi-pen, prescription or over the counter medication, it is my responsibility to ensure that the epi-pen and/or medication are on me or my child or within our personal belongings every day of the program. If CAAM CDT staff is required to administer and use the epi-pen and/or medication, I agree to forever release and discharge CAAM CDT and its directors, officers, and employees from any and all liability arising out of or resulting from use or administration of the epi-pen and/or medication. I give permission to administer Tylenol or Ibuprofen to my child in amounts deemed appropriate by CAAM CDT unless otherwise instructed by me.

GENERAL 1. I hereby release and assign all rights to images of myself or my child to CAAM CDT including photos and videos taken by CAAM CDT, its volunteers, employees or contractors for promotional, programming, sale or other related purposes including on CAAM CDT website, program brochures, social media, and copies of performance recordings. 2. I have reviewed and understand the CAAM CDT Student Parent Handbook (Policies) found on its website <u>www.caamcdt.org</u>. I acknowledge and agree I and/or my child will abide by such Policies including this Code of Conduct and as they may be amended from time to time. 3. By signing this document, I agree that if I or my child is hurt or our property is damaged during participation in these activities, then I or my child may be found by a court of law to have waived our right to maintain a lawsuit against the parties being released on the basis of any claim for negligence. I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if CAAM CDT did not utilize waivers as a method to lower insurance and administrative costs. I have read and understood this document and I agree to be bound by its terms.

Signature
Parents:Print NameDateSignaturePrint NameDateSignaturePrint NameDateSignaturePrint NameDate

CAAM CDT Dancer: (anyone under 18 must also obtain parent's signatures)