

NUTCRACKER 2026 - PARTICIPATION AGREEMENT

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, PAYMENT TERMS, AND PARTICIPATION AGREEMENT

Center Dancer LLC | www.CenterDancer.com | admin@centerdancer.com

This Participation Agreement ("Agreement") governs participation in Center Dancer LLC's 2026 production of The Nutcracker ("Production"). For a Participant under eighteen (18) years of age, all required registrations, acknowledgments, releases, and payment obligations must be completed by a parent, natural guardian, legal guardian, or other person legally authorized to act for the minor, as applicable to the particular document or release.

1. DEFINITIONS AND SCOPE

- A. "Center Dancer" means Center Dancer LLC and, where the context permits, its owners, members, managers, employees, instructors, authorized production personnel, guest artists, contractors, volunteers, and agents acting within the scope of their authorized duties.
- B. "Participant" means the dancer identified in the online registration record.
- C. "Parent/Guardian" means the adult completing the Participant's registration and any legally authorized adult executing a required release or consent for a minor Participant.
- D. "Production" includes auditions, casting, rehearsals, classes conducted as part of the Production, coaching, staging, dress rehearsals, performances, backstage activities, production-related photography/video, and other authorized Nutcracker activities.
- E. This Agreement is the fixed legal participation agreement. Separate Production Information - including dates, times, rehearsal assignments, casting notices, theater details, call times, performance schedules, and similar operating information - may be issued and updated by Center Dancer without amending this Agreement.

2. ELIGIBILITY, REGISTRATION, AND CLEARANCE

- A. Participation in the 2026 Production is limited to eligible dancers associated with 3D Dance. Registration or payment of the audition fee does not guarantee casting or any particular role.
- B. Every Participant must be individually registered through Center Dancer's authorized online registration system. A Parent/Guardian with more than one participating child must complete the required Participant information and required agreements for each child.
- C. A Participant is not cleared to audition, rehearse, or otherwise participate until all documents required for that stage of participation have been completed and all amounts then due have been paid.
- D. An unregistered Participant may not participate merely because the Participant was dropped off, accompanied by another family, previously participated in Center Dancer productions, or is known to Center Dancer personnel.
- E. When a minor Participant arrives without completed registration or required authorization, Center Dancer may safely supervise the minor while attempting to contact the Parent/Guardian, but the minor may not audition, rehearse, or perform until cleared.
- F. Only a person legally authorized to execute a particular consent, waiver, or release for a minor may execute that document. An adult accompanying another family's child does not automatically have authority to execute the child's required release.

3. CASTING AND ARTISTIC AUTHORITY

- A. All placement, casting, understudy assignments, role changes, and artistic decisions are determined by Center Dancer production management.
- B. Center Dancer may change casting, choreography, staging, rehearsal assignments, combinations, entrances, exits, spacing, partnering, or other artistic elements when reasonably necessary for artistic, safety, scheduling, or production reasons.
- C. Casting decisions are not promises of a fixed role through the date of performance. A role may be modified, reassigned, reduced, expanded, or placed on understudy status based on attendance, preparedness, safety, conduct, artistic needs, or other reasonable production considerations.
- D. Unless approved by Center Dancer production management, parents and guardians may not enter restricted backstage, dressing, wing, technical, or performer-only areas.

4. ATTENDANCE, PREPARATION, AND CONDUCT

- A. The Participant is expected to attend required rehearsals and classes, arrive prepared and on time, follow instructor and production-management directions, and conduct himself or herself in a manner consistent with a safe professional production environment.
- B. Consistent attendance and preparation are material requirements of participation. A Participant who is absent from four (4) or more required rehearsals may, in Center Dancer's discretion, be removed from the Production or moved from the original cast to understudy status.
- C. Center Dancer may disregard, reset, or excuse an absence when production management determines that circumstances justify doing so.
- D. A Participant may be removed, suspended, recast, or restricted from an activity for unsafe behavior, refusal to follow instructions, disruption, harassment, intentional damage to property, or conduct that materially interferes with the Production.

5. AUDITION FEE, TUITION, LATE FEES, AND PAYMENT CLEARANCE

The 2026 Production uses a separate audition fee and a fixed Production tuition. The audition fee is not a credit against tuition.

Charge	Due	Amount	Notes
Audition Registration Fee	At online registration	\$25.00	Separate from tuition; required to complete audition registration.
Tuition Payment 1	September 15, 2026	\$160.00	\$10 late fee if paid after the due date.
Tuition Payment 2	October 15, 2026	\$160.00	\$10 late fee if paid after the due date.
Total 2026 Cost if cast	—	\$345.00	\$25 audition fee + \$320 tuition, excluding any applicable late fees.

- A. The Production tuition is \$320.00 per Participant and is divided into two equal \$160.00 payments. There is no sibling discount for the 2026 Production.
- B. There is no grace period. If an installment is paid after its stated due date, one \$10.00 late fee is added to that late installment. The late fee is assessed once per late installment and does not recur.
- C. All outstanding tuition, late fees, and any other amounts due to Center Dancer must be paid in full prior to the Participant's final dress rehearsal, regardless of whether the final dress rehearsal occurs on the same day as a performance. A Participant with an outstanding balance shall not be permitted to participate in the final dress rehearsal or any performance until the outstanding balance has been paid in full.
- D. Center Dancer may use an authorized online payment processor to collect the audition fee, tuition, late fees, and other authorized charges. The payment processor's transaction record may be used to determine the date and status of payment.
- E. If a Participant is not cast or accepted into the Production, the \$320 Production tuition does not become due. The audition fee remains a separate charge for the audition-registration process.

6. COSTUMES, PROPS, AND CENTER DANCER PROPERTY

- A. Use of standard rental costumes supplied for the 2026 Production is included in the Production tuition. No separate standard costume-rental fee will be charged for 2026.
- B. Costumes and props remain the property of Center Dancer or the applicable owner and must be returned when requested and in substantially the same condition in which they were issued, ordinary wear excepted.
- C. Participants must promptly report damage, fitting problems, missing pieces, or safety concerns. Eating in costume, roughhousing, fighting, unnecessary running, outdoor wear, or other activities likely to damage a costume are prohibited unless authorized for the Production.
- D. The Parent/Guardian may be responsible for the reasonable repair or replacement cost of property lost or damaged through intentional misuse, unauthorized alteration, or conduct beyond ordinary performance wear, to the extent permitted by law.

7. ABILITY TO PARTICIPATE, HEALTH, AND SAFETY

- A. The Participant and Parent/Guardian represent that, to the best of their knowledge, the Participant is physically and mentally capable of participating safely in the activities for which the Participant is cleared.
- B. The Participant and Parent/Guardian must disclose to appropriate production personnel any material limitation, injury, restriction, or other condition that they reasonably believe affects safe participation, subject to applicable privacy law.
- C. If the Participant believes an activity is unsafe for the Participant or the Participant is injured or becomes unable to participate safely, the Participant must stop and immediately notify an instructor or authorized production representative.
- D. Center Dancer may restrict or discontinue a Participant's involvement in any activity when production management reasonably believes continued participation presents a safety risk.
- E. A Participant who is experiencing a contagious illness or symptoms that reasonably create a risk to other participants should not attend until participation is appropriate under then-current health guidance or Center Dancer instructions.

8. SPECIALTY, DANGEROUS, ACROBATIC, AND THIRD-PARTY CHOREOGRAPHY

- A. "Specialty Activity" includes, without limitation, gymnastics, tumbling, acrobatics, flips, somersaults, cartwheels, roundoffs, walkovers, handsprings, aerials, inversions, partner lifts, assisted or unassisted airborne movements, stunts, climbing, hanging, suspension, apparatus-based movements, or other choreography that creates an elevated risk of falling, collision, bodily injury, catastrophic injury, or death. The technical name of the movement is not controlling.
- B. For avoidance of doubt, gymnastics or tumbling incorporated into the Mother Ginger number is a Specialty Activity under this Section.
- C. "Third-Party Choreography" means choreography, staging, movements, stunts, techniques, or specialty activities that are created, selected, assembled, adapted, modified, requested, introduced, instructed, directed, supervised, or materially contributed by a person who is not acting as an authorized Center Dancer choreographer within the scope of Center Dancer duties.
- D. A "Third-Party Choreographic Contributor" may include a professional choreographer, teacher, coach, gymnastics or aerial instructor, contractor, outside studio, parent, guardian, performer, or other person. A person does not need to use the title "choreographer" to fall within this definition.
- E. Where choreography is assembled from movements learned from several prior instructors, routines, videos, classes, or other sources and no single choreographer created the resulting piece, the person or persons who select, combine, direct, instruct, or cause the resulting choreography to be performed may be treated as Third-Party Choreographic Contributors.
- F. No Specialty Activity or Third-Party Choreography may be taught, rehearsed, installed, or performed as part of the Production without prior authorization from the Center Dancer representative designated to approve such activity. Mere knowledge, observation, presence, silence, or awareness by another instructor, employee, volunteer, parent, contractor, or representative does not constitute approval.
- G. Center Dancer may require a Third-Party Choreographic Contributor to execute a separate contributor agreement, provide evidence of appropriate qualifications and insurance, identify equipment or spotting requirements, and accept responsibility for the design, instruction, progression, supervision, and specialized safety requirements of the contributed activity.
- H. A Parent/Guardian who introduces, assembles, instructs, directs, or materially causes Specialty Activity or Third-Party Choreography to be included may be required to execute a separate Third-Party Choreographic Contributor Addendum before the activity may proceed.
- I. For suspended or apparatus-based activities, the height above the floor is irrelevant to whether the activity is treated as Specialty Activity. Center Dancer may prohibit any apparatus, movement, stunt, or activity in its sole safety judgment.
- J. The inclusion of Third-Party Choreography in a Center Dancer rehearsal or performance does not, by itself, make Center Dancer the author, designer, specialized instructor, rigging expert, gymnastics expert, aerial expert, or safety certifier for that choreography.
- K. Before a minor participates in a Specialty Activity, Center Dancer may require a separate Parent/Guardian specialty-risk acknowledgment, consent, or release specific to the activity. No required specialty document means no participation in that Specialty Activity.
- L. Nothing in this Section represents that any particular Specialty Activity is covered by any specific insurance policy. Insurance coverage is governed exclusively by the applicable policy terms, exclusions, endorsements, and insurer determinations.

9. PRODUCTION INFORMATION, SCHEDULES, AND OPERATIONAL CHANGES

- A.** Center Dancer will make reasonable efforts to distribute rehearsal and performance information in advance. Weekly or periodic schedules may be communicated by email, website, authorized group communication, or other announced method.
- B.** Center Dancer may modify rehearsal dates, times, locations, casting calls, rehearsal assignments, performance call times, theater details, and other operational Production Information without amending this Agreement.
- C.** Center Dancer will make reasonable efforts to correct material scheduling errors or omissions after they are identified, but ordinary scheduling changes, corrections, and operational adjustments do not constitute a breach of this Agreement.
- D.** Center Dancer may cancel, postpone, relocate, or modify an activity when reasonably necessary for safety, venue availability, production needs, governmental action, severe weather, epidemic or public-health event, labor disruption, war, terrorism, utility failure, or other event substantially outside Center Dancer's reasonable control.

10. WITHDRAWAL, REMOVAL, AND TERMINATION

- A.** Either the Parent/Guardian or Center Dancer may terminate the Participant's involvement by giving notice. Termination does not eliminate payment obligations already due under this Agreement.
- B.** Before termination is complete, all Center Dancer property, including costumes and props, must be returned.
- C.** Center Dancer may remove or restrict a Participant for material violation of this Agreement, unsafe conduct, repeated attendance problems, nonpayment, or conduct exposing the Participant, other participants, Center Dancer, 3D Dance, the venue, or third parties to unreasonable risk.
- D.** Except as required by law or otherwise agreed in writing, Center Dancer is not obligated to refund amounts attributable to services already provided, costs already incurred for the Participant, or amounts that became due before a termination for reasonable cause.
- E.** Any refund or credit outside the circumstances expressly stated in this Agreement must be approved in writing by Center Dancer production management.

11. RELATIONSHIP TO 3D DANCE

- A.** The 2026 Production is conducted in collaboration with 3D Dance. Eligibility for this Production is limited to eligible 3D Dance dancers as stated in Section 2.
- B.** Center Dancer retains authority over the Nutcracker production structure, artistic decisions, casting, choreography under its control, rehearsal management, and overall production preparation, subject to any separate written agreement between Center Dancer and 3D Dance.
- C.** Policies independently imposed by 3D Dance upon its enrolled students, including any studio participation requirements, are administered by 3D Dance and are not created by this Participant Agreement.
- D.** This Agreement does not itself create an employment, agency, partnership, or joint-venture relationship between the Participant or Parent/Guardian and either Center Dancer or 3D Dance.

12. INTELLECTUAL PROPERTY, RECORDINGS, AND CONFIDENTIAL PRODUCTION MATERIAL

- A.** Center Dancer retains its rights in original choreography, staging, written materials, schedules, production concepts, teaching materials, recordings, photographs, graphics, technical plans, and other copyrightable or proprietary work created by or for Center Dancer, subject to the rights of third parties.
- B.** Third-Party Choreography remains subject to the rights of its lawful owner or creator. Inclusion of third-party material in the Production does not constitute a representation that Center Dancer created or owns that material.
- C.** Participants and families may not record, reproduce, distribute, teach, publish, sell, or post nonpublic rehearsal choreography, internal production recordings, confidential schedules, proprietary teaching material, or other designated confidential production information without authorization.
- D.** The Parent/Guardian authorizes Center Dancer to photograph and record the Participant during authorized Production activities and to use those images or recordings for production, archival, instructional, promotional, and marketing purposes, unless a separate written media restriction accepted by Center Dancer applies.

13. ASSUMPTION OF RISK

- A.** Dance and theatrical performance involve inherent risks, including falls, collisions, overexertion, muscle or joint injury, sprains, strains, fractures, pointe-related injury, partnering and lifting risks, stage and floor conditions, props, costumes, scenery, backstage movement, and the actions of other participants.

- B.** Specialty Activities may involve additional inherent risks, including inversion, loss of balance, loss of grip, unexpected movement, failed landings, collisions, falls from the participant's own body height or from an elevated position, and serious or catastrophic injury.
- C.** The Participant and Parent/Guardian acknowledge that not every inherent risk can be eliminated even when reasonable care is used and agree to follow all safety instructions and participation restrictions.

14. WAIVER AND RELEASE - IMPORTANT FLORIDA MINOR-PARTICIPANT REQUIREMENT

- A.** For an adult Participant, the Participant, to the fullest extent permitted by Florida law, voluntarily assumes the inherent risks of the Production and releases Center Dancer LLC, its owners, affiliates, employees, and agents from claims arising from those inherent risks, subject to any rights that cannot lawfully be waived.
- B.** For a minor Participant, the Natural Guardian, on behalf of the minor Participant and to the fullest extent permitted by Florida Statutes § 744.301(3), hereby WAIVES AND RELEASES IN ADVANCE any claim or cause of action against Center Dancer LLC, its owners, affiliates, employees, and agents that would accrue to the minor Participant for personal injury, including death, or property damage resulting from an inherent risk in the activity.
- C.** For purposes of this minor-participant waiver, "inherent risk" has the meaning provided by Florida Statutes § 744.301(3)(a): dangers or conditions, known or unknown, that are characteristic of, intrinsic to, or an integral part of the activity and that are not eliminated even when the activity provider acts with due care in a reasonably prudent manner. This includes the failure of the activity provider to warn the Natural Guardian or minor child of an inherent risk, and the risk that the minor child or another participant may act negligently or intentionally and contribute to the minor child's injury or death. For this definition, "participant" does not include the activity provider or its owners, affiliates, employees, or agents.

**NOTICE TO THE MINOR CHILD'S
NATURAL GUARDIAN**

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF CENTER DANCER LLC, ITS OWNERS, AFFILIATES, EMPLOYEES, AND AGENTS USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED.

BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM CENTER DANCER LLC, ITS OWNERS, AFFILIATES, EMPLOYEES, AND AGENTS IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY.

YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND CENTER DANCER LLC, ITS OWNERS, AFFILIATES, EMPLOYEES, AND AGENTS HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

- D.** The person executing this minor-participant waiver represents that he or she is the minor Participant's "Natural Guardian" within the meaning of Florida Statutes § 744.301(1), or otherwise has legal authority sufficient to execute the applicable release. If the person completing registration is not a Natural Guardian for purposes of § 744.301(3), Center Dancer may require additional documentation or a separately approved form before the minor Participant is cleared to participate.
- E.** The statutory notice above is intended to be presented as a conspicuous part of the minor-participant waiver and release. When presented electronically, the Natural Guardian's required electronic acceptance/signature is intended to constitute signing of this form to the extent permitted by applicable electronic-transactions law.
- F.** Center Dancer may require the minor-participant waiver and statutory notice to be accepted as a separate electronic document or separate required acceptance step for each minor Participant, and may require additional activity-specific acknowledgments or releases for Specialty Activities under Section 8.
- G.** Nothing in this Agreement is intended to waive or release any claim or responsibility that Florida law does not permit to be waived or released in advance, or to expand this waiver beyond personal injury, including death, and property damage resulting from inherent risks to the extent authorized by Florida Statutes § 744.301(3).

15. INDEMNITY AND RESPONSIBILITY FOR PARTICIPANT OR PARENT CONDUCT

- A. To the fullest extent permitted by law, the Participant and Parent/Guardian are responsible for losses or claims caused by their own intentional misconduct, material violation of this Agreement, unauthorized use or damage of property, or unauthorized introduction or direction of Specialty Activity or Third-Party Choreography.
- B. Any broader defense, indemnification, insurance, or hold-harmless obligation imposed on a Third-Party Choreographic Contributor must be stated in the separate contributor agreement applicable to that contributor.
- C. Obligations that by their nature should survive withdrawal or termination, including return of property, payment obligations already due, confidentiality, and applicable indemnity obligations, survive termination.

16. NOTICES

- A. Notices relating to this Agreement should be in writing and may be delivered through the Participant's online account, the Parent/Guardian email address on file, hand delivery, or email to admin@centerdancer.com, as applicable.
- B. The Parent/Guardian is responsible for maintaining a current email address and phone number in the registration system and for reviewing official Production communications.

17. CHOICE OF LAW, VENUE, SEVERABILITY, AND ATTORNEYS' FEES

- A. This Agreement is governed by the laws of the State of Florida. Any action relating to this Agreement shall be brought in a court of competent jurisdiction in Orange County, Florida, unless applicable law requires otherwise.
- B. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law.
- C. If litigation is required to enforce this Agreement, the prevailing party may recover reasonable attorneys' fees and costs to the extent permitted by applicable law.

18. ENTIRE AGREEMENT; AMENDMENTS; OPERATIONAL INFORMATION

- A. This Agreement constitutes the legal participation agreement between Center Dancer and the Participant/Parent/Guardian concerning the matters addressed herein.
- B. This Agreement may be amended only by a later written or electronic agreement accepted by the parties, except that Center Dancer may update operational Production Information as expressly permitted by Section 9 without amending this Agreement.
- C. No oral statement by an instructor, volunteer, parent, performer, contractor, or other person modifies this Agreement unless the modification is authorized by Center Dancer and accepted in the manner required by this Section.

19. ELECTRONIC TRANSACTIONS AND ONLINE ACCEPTANCE

- A. The Parent/Guardian consents to conducting this registration transaction electronically and acknowledges that the Agreement is made available in a form that can be viewed, downloaded, printed, or otherwise retained.
- B. Checking the required acceptance box or boxes, entering the requested Parent/Guardian identifying information, and completing the registration/payment process constitutes the Parent/Guardian's electronic acceptance and electronic signature to the extent permitted by applicable law.
- C. Center Dancer may retain the electronic record of acceptance, including the Participant name, Parent/Guardian name, agreement version, date and time of acceptance, account or transaction identifier, and related payment record.
- D. A separate acceptance may be required for each participating child, for later specialty-risk documents, and for any materially revised legal agreement.

20. ACKNOWLEDGMENT

BY ELECTRONICALLY ACCEPTING THIS AGREEMENT, I ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO READ AND RETAIN IT, THAT I UNDERSTAND THE PAYMENT AND PARTICIPATION REQUIREMENTS, AND THAT I UNDERSTAND THAT ADDITIONAL ACTIVITY-SPECIFIC DOCUMENTS MAY BE REQUIRED BEFORE A MINOR PARTICIPATES IN SPECIALTY OR ELEVATED-RISK CHOREOGRAPHY.

Participant:	Captured in online registration
Parent/Guardian:	Captured in online registration
Parent/Guardian Email:	Captured in online registration
Agreement Version:	26.08.09 - 03
Electronic Acceptance Date/Time:	Captured by registration system