



KATHAK KADAM LLC

PARENT–STUDENT POLICY & LIABILITY AGREEMENT

A Kansas limited liability company, Overland Park, Kansas

Version 1.1 | Effective July 2026

Effective Date

This Agreement remains effective for as long as the Student remains enrolled with Kathak Kadam, unless it is replaced by a later version, enrollment ends, or the Agreement is otherwise terminated in accordance with its terms.

School Contact

Instructor / Owner

Phone

Email

Fields marked with an asterisk (*) are required. Please read this Agreement completely before signing. This is a legally binding agreement.

Parties to This Agreement

This Parent–Student Policy & Liability Agreement (“Agreement”) is entered into between Kathak Kadam LLC, a Kansas limited liability company, also referred to as “Kathak Kadam,” together with its owner and Instructor, [INSTRUCTOR / OWNER FULL NAME], referred to in this Agreement as the “Instructor,” and the undersigned parent, legal guardian, or adult student, referred to as “you.”

“Student” means the enrolled dancer identified below.

When the Student is a minor, the signing parent or legal guardian accepts this Agreement on the Student’s behalf and on their own behalf.

This Agreement is intended to create a positive, respectful, safe, disciplined, and learning-focused environment for students, parents, guardians, adult students, and the Instructor. It explains the responsibilities and expectations of everyone involved.

Kathak Kadam conducts classes, internal examinations, rehearsals, workshops, and performances to support student development. Examinations and evaluations are intended to understand each Student’s progress, identify areas where additional assistance is needed, encourage consistent learning and practice, and determine readiness for advancement or performances.

Examinations and performance decisions are not intended to embarrass, punish, label, or unfairly compare students. Performances are valuable opportunities, but consistent training, preparation, safety, discipline, and long-term development are more important than participation in any individual performance.

1. Student and Parent Information

Student’s Full Name *

Student's Age *

Parent/Guardian's Full Name *

Parent/Guardian's Email Address *

Parent/Guardian's Phone Number *

Emergency Contact—Name and Phone Number *

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I am an adult student signing this Agreement on my own behalf.

2. Respectful Communication

Kathak Kadam believes that parents, students, adult students, and the Instructor must communicate respectfully with one another.

Parents and students are welcome to ask questions, request clarification, share concerns, or respectfully disagree with a decision. However, the following conduct will not be accepted:

- shouting or yelling at the Instructor, a Student, or another parent;
- threatening, insulting, humiliating, harassing, or intimidating the Instructor or another person;
- speaking disrespectfully during a class, rehearsal, examination, workshop, or performance;
- confronting the Instructor in front of students or other parents;
- pressuring the Instructor to change examination marks, class placement, stage placement, or performance decisions;
- repeatedly arguing after a decision has been respectfully explained;
- disrupting classes, rehearsals, examinations, workshops, or performances;
- using abusive, discriminatory, or harmful language in person, over the phone, through text message, WhatsApp, email, or social media;
- threatening reputational or social-media harm to obtain a preferred result;
- retaliating against the Instructor, another parent, or a Student; or
- creating an uncomfortable, hostile, disruptive, or unsafe learning environment.

Concerns should be communicated calmly through a private message, phone call, email, or scheduled discussion.

Parents should not interrupt an ongoing class to discuss fees, examination results, costumes, performance roles, scheduling disputes, attendance disputes, or personal concerns.

The Instructor also agrees to communicate respectfully and to provide reasonable explanations concerning the Student's learning, progress, examination results, class placement, and performance readiness.

3. Internal Examinations

Internal examinations may include:

- practical dance;
- theory;
- padhant or recitation;
- rhythm;

- technique;
- expression;
- memory;
- attendance;
- preparation;
- discipline; and
- other syllabus-related components.

Examinations may be used to:

- evaluate the Student's understanding and progress;
- identify areas requiring additional assistance;
- encourage regular practice and discipline;
- help parents understand the Student's development;
- determine readiness for advancement; and
- determine readiness for performance opportunities.

Students will be evaluated according to the applicable syllabus, level, examination format, and grading criteria.

Parents should not interrupt, coach, prompt, record, or attempt to influence the Student during an examination unless the Instructor has specifically permitted it.

Individual examination results are private and should not be publicly compared with another Student's results.

4. Performance Eligibility

Students must generally score 75% or higher on the applicable internal examination to become eligible for performance consideration.

A score below 75% ordinarily means that the Student requires additional preparation before participating in the applicable performance.

The purpose of this requirement is to:

- encourage proper learning before performance;
- reduce unnecessary performance pressure;
- ensure students are sufficiently prepared and confident;
- maintain the quality and discipline of the group; and
- avoid placing a Student on stage before the Student is ready.

Scoring 75% or higher makes the Student eligible for consideration, but it does not automatically guarantee participation in every performance.

Final performance selection may also depend on:

- attendance;
- punctuality;
- regular practice;
- rehearsal participation;
- the ability to perform the assigned choreography;
- discipline and classroom behavior;
- teamwork;
- safety and stage readiness;
- costume and production requirements;

- the nature of the event;
- the number of students required; and
- the levels and roles needed for the particular performance.

The Instructor's decision will be based on the Student's preparation, safety, development, and the requirements of the performance.

Examination marks, class placement, stage placement, performance eligibility, or performance roles will not be changed solely because of pressure, demands, arguments, threats, or confrontational behavior.

5. Questions Regarding Examination Results

Parents may respectfully request clarification regarding their own child's examination score, class placement, or performance eligibility.

Questions should ordinarily be submitted privately within five calendar days after the result or decision is shared.

The request should:

- identify the particular score or decision being questioned;
- explain the concern clearly;
- remain respectful and fact-based; and
- avoid comparisons with other students.

In response, the Instructor may:

- provide a private written explanation;
- schedule a phone call or private meeting;
- review the grading calculation;
- review the examination rubric;
- explain the Student's strengths and areas for improvement;
- recommend additional practice; or
- recommend a future reassessment.

A request for clarification does not automatically guarantee that an examination score, class placement, or performance decision will change.

Examination results and performance decisions should not be argued about during class, in front of students, or in front of other parents.

6. Attendance, Supervision, and Student Responsibilities

Students are expected to:

- attend classes regularly;
- arrive on time;
- come prepared for class;
- wear appropriate practice clothing;
- bring required materials;
- practice assigned material at home;
- respect the Instructor and classmates;
- follow classroom and safety instructions;
- attend required rehearsals; and
- participate sincerely in classes and examinations.

Parents should notify the Instructor as early as reasonably possible when a Student will be absent.

Repeated absences, late arrivals, lack of preparation, missed rehearsals, or disruptive conduct may affect:

- the Student's learning progress;
- examination performance;
- class placement;
- advancement;
- performance readiness; and
- performance eligibility.

Arrival, Supervision, and Pickup

Parents and guardians are responsible for safe and timely drop-off and pickup.

Students should not be left unattended before their scheduled class time.

The Instructor is responsible for supervising the Student only during the Student's scheduled class time.

Parents must arrive promptly when class ends. Parents should not ask a minor Student to wait alone outside before or after class.

When requested by the Instructor, parents and guests must wait in the designated parking or pickup area rather than entering or remaining near the teaching area or residence.

For parking-area pickup, the parent, guardian, or authorized adult must message the Instructor upon arrival. The Instructor will then release the Student when it is reasonably safe and appropriate to do so.

If someone other than the parent or guardian will collect the Student, including a relative, family friend, carpool parent, or another Student's parent, the parent or guardian must send the Instructor a message in advance.

The message should include:

- the authorized adult's full name;
- the authorized adult's relationship to the Student; and
- any information reasonably required to confirm the pickup arrangement.

The Instructor may decline to release a minor Student to a person who was not properly authorized or whose identity cannot reasonably be confirmed.

The Instructor may restrict a parent or guest from entering the teaching area or approaching the residence when reasonably necessary for:

- privacy;
- safety;
- class management;
- residential boundaries;
- uninterrupted teaching; or
- the comfort and well-being of students.

If a Student is picked up late, the Student remains the responsibility of the parent or guardian. The Instructor is not responsible for supervising the Student outside the scheduled class period.

The Instructor is not responsible for lost, damaged, misplaced, or stolen personal belongings.

7. Class Scheduling, Placement, and Make-Up Policy

The Instructor has authority and discretion over the operation of Kathak Kadam, including:

- establishing and changing class schedules;
- determining class days and times;
- determining class locations;
- changing a Student's group or level placement;
- rescheduling classes;
- combining or dividing classes;

- adding or discontinuing classes;
- arranging substitute instruction; and
- changing a class between in-person and online formats when reasonably necessary.

The Instructor may make these decisions based on:

- teaching quality;
- student development;
- class capacity;
- safety;
- class balance;
- scheduling;
- location availability; or
- other reasonable operational considerations.

The consent of the parent or adult student is not required for ordinary scheduling or placement decisions. However, the Instructor will make reasonable efforts to provide advance notice of significant changes whenever practical.

Decisions about a Student's level or placement are made in good faith to support the Student's learning and the needs of the group.

A change in schedule, placement, class group, or location does not, by itself, create a right to a refund or fee reduction.

When a change makes continued participation genuinely unworkable for the family, the parent or adult student may withdraw in accordance with Section 9.

Student Absences

If a Student misses or cancels a scheduled class:

- the monthly fee remains unchanged;
- the missed class ordinarily does not qualify for a make-up class;
- the class ordinarily cannot be transferred to another person; and
- a credit or refund will not ordinarily be issued.

The Instructor may permit the Student to attend another suitable class as a courtesy when space, level, scheduling, and teaching conditions allow.

Courtesy arrangements are not guaranteed and do not create an ongoing entitlement to make-up classes.

Parents and adult students should inform the Instructor as early as reasonably possible when the Student will be absent, even though the absence will not ordinarily qualify for a make-up class.

Instructor Cancellations

If the Instructor cancels a class, a replacement arrangement will be offered where reasonably possible, subject to scheduling and availability.

The replacement may include:

- a rescheduled class;
- a make-up class;
- an online class;
- substitute instruction; or
- another suitable class arrangement.

The replacement date, time, class, or format may differ from the Student's regular schedule.

8. Monthly Fees and Payment

Monthly tuition is the amount agreed upon between the parent, adult student, and Instructor at the time of enrollment.

Tuition may change from time to time. The Instructor will provide reasonable written notice before a tuition change takes effect.

Monthly fees must be paid between the 1st and 5th of every month using a payment method accepted by the Instructor.

Parents and adult students are expected to make payments on time so that classes and activities can be managed smoothly.

When payment cannot be made by the 5th because of an unexpected circumstance, the parent or adult student should inform the Instructor before the payment deadline.

If payment has not been received by the 5th and no prior arrangement has been approved, the Instructor may:

- send a payment reminder;
- temporarily pause the Student's classes;
- withhold participation in optional activities; or
- discontinue enrollment after reasonable notice.

Repeated late payments or unpaid fees may result in the Student's classes being temporarily paused or permanently discontinued.

Any alternative payment arrangement must be discussed with and approved by the Instructor in advance.

Monthly tuition covers regular class instruction unless otherwise communicated.

Additional costs may include:

- costumes;
- accessories;
- ghungroos;
- required class materials;
- examinations;
- workshops;
- performance or competition entry fees;
- venue or ticket charges;
- travel;
- props;
- photography or video expenses; and
- special programs.

Additional expenses are the responsibility of the parent, guardian, or adult student and will be communicated in advance whenever reasonably possible.

9. Withdrawal, Refunds, and Termination

Enrollment is ongoing on a month-to-month basis and continues until the Student is withdrawn by the parent or adult student or enrollment is ended by the Instructor.

Monthly Fees

Monthly fees reserve the Student's place in the class and are generally non-refundable once the applicable month has begun.

Withdrawal by the Parent or Adult Student

To withdraw the Student, the parent or adult student should provide the Instructor with written notice through WhatsApp, text message, or email at least 14 days before the beginning of the next billing month.

Fees already paid for the current month are ordinarily non-refundable.

No fee will be charged for the following month when timely withdrawal notice has been provided.

Registration fees, costumes, materials, ghungroos, examination fees, performance fees, committed expenses, and other nonrecoverable costs are non-refundable.

Enrollment Ended by the Instructor

The Instructor may discontinue the Student's enrollment because of:

- serious or repeated misconduct;
- threats, harassment, or intimidation;
- abusive or disrespectful communication;
- repeated disruption;
- safety concerns;
- nonpayment;
- repeated late payment;
- repeated violation of this Agreement;
- conduct affecting the safety or well-being of students;
- an inability to appropriately accommodate the Student;
- prolonged attendance or scheduling problems; or
- closure or material changes in class operations.

When enrollment is discontinued because of serious conduct, nonpayment, or policy violations, fees for the current month are ordinarily non-refundable.

When the Instructor permanently ends enrollment for reasons unrelated to misconduct, nonpayment, or a violation of this Agreement, unused prepaid regular tuition for classes scheduled after the effective termination date will be refunded on a prorated basis.

Fees for services already provided and nonrecoverable expenses remain non-refundable.

10. Health Conditions, Existing Injuries, Gymnastics, and Participation

Parents, guardians, and adult students must inform the Instructor before class when the Student is experiencing an injury, pain, illness, physical discomfort, weakness, or health concern that may affect participation.

This includes, but is not limited to:

- leg pain;
- knee pain;
- ankle pain;
- foot pain;
- back pain;
- muscle strain;
- sprain;
- swelling;
- dizziness;
- weakness;
- recent illness;
- physical restrictions;
- breathing difficulties; or
- restrictions recommended by a healthcare professional.

Students with a fever, contagious illness, or symptoms that may spread to others should remain home.

The Instructor may ask a Student who appears unwell to rest, sit out, stop participating, or return home.

The parent, guardian, or adult student is responsible for determining whether the Student is physically able to attend and participate.

When there is uncertainty regarding whether participation is safe, appropriate medical guidance should be obtained before the Student participates.

If the Student attends class despite an existing injury, pain, physical discomfort, or health concern, the Instructor must be informed before class begins.

The parent, guardian, or adult student should explain:

- the nature of the injury, pain, or condition;
- when it began;
- movements that should be avoided;
- activity restrictions;
- precautions recommended by a healthcare provider;
- whether additional breaks are required; and
- whether the Student should participate only partially.

Except for conditions disclosed to the Instructor in writing, the parent, guardian, or adult student represents that they are not aware of any medical condition, injury, or limitation that would make participation unsafe.

After receiving health information, the Instructor may take reasonable precautions, including:

- reducing the intensity of practice;
- slowing the pace of instruction;
- providing additional breaks;
- modifying movements;
- avoiding jumps, turns, stamping, or other movements;
- allowing the Student to observe instead of physically participating;
- requiring the Student to sit out;
- stopping the Student's participation; or
- recommending that the Student not participate until the condition improves.

Students must immediately inform the Instructor if they experience:

- pain or increased pain;
- dizziness;
- weakness;
- loss of balance;
- breathing difficulty;
- unusual physical discomfort; or
- difficulty completing a movement.

The Instructor may stop or modify the Student's participation whenever continued activity reasonably appears unsafe.

Gymnastics and Acrobatic Movements

Students are not permitted to perform gymnastics, acrobatics, or similar movements during Kathak classes, rehearsals, examinations, workshops, or other Kathak Kadam activities unless the Instructor has expressly authorized a particular movement.

Prohibited movements include, but are not limited to:

- cartwheels;
- handstands;
- headstands;

- backbends;
- walkovers;
- flips;
- aerial movements;
- somersaults; and
- other gymnastics or acrobatic skills.

This rule applies even when the Student is learning or practicing gymnastics through another teacher, school, studio, or program.

Gymnastics and acrobatic movements require specialized instruction, supervision, equipment, training, and safety knowledge that are outside the scope of Kathak instruction.

The Instructor is not a gymnastics instructor and does not evaluate whether a Student is qualified or physically prepared to perform gymnastics skills.

To the extent permitted by law, the Instructor will not be responsible for an injury arising from a Student's unauthorized attempt to perform gymnastics, acrobatics, horseplay, stunts, or movements outside the Instructor's Kathak instruction.

11. Acknowledgment and Assumption of Risk

Kathak dance is a physical activity.

Participation in classes, rehearsals, examinations, workshops, performances, and related activities carries inherent risks that cannot be entirely eliminated, even when reasonable care, age-appropriate instruction, and safety precautions are provided.

These risks include, without limitation:

- muscle soreness;
- strains and sprains;
- slips, trips, and falls;
- loss of balance;
- foot, ankle, knee, joint, or back discomfort or injury;
- injuries arising from repetitive movement;
- injuries associated with stamping or tatkar;
- injuries associated with spins or chakkars;
- injuries associated with turns or jumps;
- aggravation of a pre-existing or undisclosed condition;
- physical reactions associated with dance, movement, or exercise;
- injury while travelling to or from an offsite event;
- injury while rehearsing or performing at an offsite venue; and
- other ordinary risks associated with physical movement and dance participation.

I knowingly and voluntarily accept the ordinary and inherent risks associated with the Student's participation and accept responsibility for deciding whether the Student is physically able to participate.

Section 11 Initials *

12. Emergency Medical Authorization

If the Student is injured or experiences a medical emergency during a class or Kathak Kadam activity, the parent, guardian, or adult student authorizes the Instructor to take reasonable good-faith steps to assist the Student.

These steps may include:

- stopping or modifying participation;

- allowing the Student to rest;
- providing reasonable basic assistance;
- contacting the parent or guardian;
- contacting the emergency contact;
- calling 911; or
- arranging emergency medical care when reasonably necessary.

The parent, guardian, or adult student understands that the Instructor is not acting as a medical professional and will provide only reasonable good-faith assistance.

The parent, guardian, or adult student accepts responsibility for medical, ambulance, transportation, or treatment expenses incurred as a result of emergency assistance.

Allergies, Medical Conditions, Medications, or Emergency Information

Write “None” when not applicable:

Medical / Emergency Information

13. Release and Waiver of Liability

Please read this section carefully. It affects your legal rights.

In consideration of being permitted to participate in Kathak Kadam classes and activities, the signing parent, guardian, or adult student, on behalf of themselves and, to the extent permitted by law, the Student, voluntarily releases Kathak Kadam LLC, its owner, Instructor, assistants, substitute instructors, and volunteers from claims for personal injury or property damage arising from:

- the ordinary and inherent risks of participation;
- accidental injury occurring despite reasonable care;
- age-appropriate instruction;
- reasonable supervision; and
- appropriate safety precautions.

This release is intended to apply to the fullest extent permitted by Kansas law.

This release does not apply to claims that cannot lawfully be waived, including claims arising from gross negligence, reckless conduct, or intentional misconduct.

When the Student is a minor, the signing parent or legal guardian signs on their own behalf and, only to the extent legally permitted, on behalf of the minor Student.

Nothing in this Agreement is intended to waive a right that cannot lawfully be waived.

The parent, guardian, or adult student acknowledges that they have read this release, understand its general meaning, and sign it knowingly and voluntarily.

Section 13 Initials *

14. Responsibility for Losses Caused by the Student or Family

To the fullest extent permitted by law, the parent, guardian, or adult student accepts responsibility for reasonable damage, loss, or expense directly caused by:

- the Student’s intentional or reckless conduct;
- a family member’s intentional or reckless conduct;

- material violation of this Agreement;
- unauthorized gymnastics or acrobatic conduct;
- deliberate damage to the Instructor's property;
- deliberate damage to another person's property; or
- conduct outside the authorized scope of the Instructor's teaching.

This section does not require the parent, guardian, or adult student to accept responsibility for losses caused by the Instructor's gross negligence or intentional misconduct.

Section 14 Initials *

15. Safe Practice and Accidental Injuries

The Instructor will provide age-appropriate instruction and take reasonable care to maintain a safe practice environment.

The Instructor will not knowingly require or encourage a Student to continue an activity that:

- appears unsafe;
- causes reported pain;
- clearly exceeds the Student's present physical ability;
- conflicts with a disclosed restriction; or
- appears likely to create unnecessary physical stress.

When the Instructor has been informed that the Student is experiencing pain, discomfort, injury, or another health concern, the Instructor may:

- reduce the intensity of practice;
- slow the pace;
- modify or avoid certain movements;
- provide additional breaks;
- permit observation instead of participation; or
- stop the Student's participation.

Dance and Kathak training are physical activities. Accidental injuries may occur even when reasonable care, appropriate instruction, and safety precautions are provided.

The Instructor cannot guarantee that an accidental injury will never occur.

Subject to Section 13, the Instructor will not be responsible for an accidental injury that occurs despite reasonable care, age-appropriate instruction, and appropriate safety precautions.

The Instructor will also not be responsible for the worsening of a pre-existing, undisclosed, or insufficiently disclosed injury, pain, illness, or health condition when:

- the Instructor was not informed before class;
- relevant restrictions were not communicated;
- the Student continued participating without reporting pain or discomfort; or
- incomplete information was provided.

This does not mean that a reported concern will be ignored. The Instructor will take reasonable steps to modify or stop participation when a health or safety issue is communicated or observed.

Our Commitment if an Injury Occurs

If a Student is injured or becomes unwell, the Instructor will act in good faith to assist the Student.

This may include:

- stopping participation;
- allowing the Student to rest;
- providing reasonable assistance;
- contacting the parent or guardian;
- contacting the emergency contact;
- contacting emergency services when appropriate; or
- modifying future participation when the Student returns.

When the Student recovers, the Instructor will make reasonable efforts to accommodate the Student's return to class by adjusting movements, pace, or intensity where practical.

These commitments reflect the Instructor's good-faith intention to support students and families. They are not an admission of fault or liability and do not create a standard of care greater than reasonable care.

16. Privacy and Confidentiality

The Instructor will make reasonable efforts to keep the following information private:

- individual Student examination scores;
- personal feedback;
- health information;
- emergency information;
- payment information; and
- private family communications.

Parents, guardians, adult students, and students should not:

- publicly ask for another Student's examination score;
- publish or share another Student's examination results;
- share another family's payment or financial information;
- share another Student's health or personal information;
- distribute private messages involving another Student or family;
- share unreleased examination questions or answers;
- distribute private class recordings involving other students; or
- publish another Student's identifying information without permission.

Parents remain free to discuss their own child's education and experience. Adult students remain free to discuss their own education and experience.

Nothing in this section prevents anyone from reporting a genuine health, safety, abuse, or legal concern to an appropriate authority.

How the Instructor Handles Information

The Instructor collects Student and family information, including contact, emergency, and health information, only as reasonably needed to:

- conduct classes;
- communicate with families;
- maintain Student safety;
- manage payments and enrollment;
- maintain records; or
- comply with legal requirements.

The Instructor will make reasonable efforts to keep this information secure and will not sell personal information.

Information may be shared only when reasonably necessary to operate Kathak Kadam, respond to a medical emergency, protect health or safety, or comply with a legal requirement.

17. Class Recordings and Teaching Materials

Class notes, instructional recordings, examination materials, lesson plans, choreography, compositions, and other materials provided by Kathak Kadam are intended for the Student's personal learning and practice.

Unless the Instructor provides written permission, parents and students should not:

- sell or commercially distribute teaching materials;
- publicly upload complete instructional recordings;
- present the Instructor's original choreography as their own creation;
- share restricted examination materials before an examination;
- distribute private class recordings involving other students;
- use substantial Kathak Kadam materials to operate another dance program; or
- use substantial Kathak Kadam materials to promote another dance program.

Parents and students may privately use authorized class materials for the Student's personal learning and practice.

18. Photographs, Videos, and Social-Media Consent

Kathak Kadam may occasionally take photographs or videos during:

- classes;
- rehearsals;
- examinations;
- workshops;
- Kathak Kadam events;
- performances; and
- other Kathak Kadam activities.

These photographs or videos may be used for:

- official social-media pages;
- the Kathak Kadam website;
- promotional flyers;
- advertisements;
- educational content;
- class updates; and
- Kathak Kadam-related announcements.

Even when permission was previously given through WhatsApp, text message, email, or another informal communication, the selection below records the current preference.

Select exactly one option. *

- ☐ Option 1—Full Consent
I give permission for Kathak Kadam to photograph or record the Student and use appropriate photographs or videos for official social media, the Kathak Kadam website, promotional materials, advertisements, educational content, and Kathak Kadam-related communications.
- ☐ Option 2—Group Content Only
I give permission for the Student to appear in group photographs or videos, but I do not want the Student's full name to be publicly identified.
- ☐ Option 3—No Public-Media Consent
I do not give permission for photographs or videos identifying the Student to be publicly posted.

Private recordings reasonably required for instruction, examination review, internal records, or safety purposes may still be created and shared privately when appropriate.

Kathak Kadam will make reasonable efforts to use photographs and videos respectfully and appropriately.

Parents should not publicly post photographs or videos that prominently feature another minor Student without permission from that Student's parent or guardian.

A parent, guardian, or adult student may change their media preference by informing the Instructor in writing.

Changes will apply to future posts and materials.

Previously published material may not always be removable from printed materials, archives, downloads, screenshots, shares, or reposts by other people. However, the Instructor will reasonably consider removal requests involving content that remains under the Instructor's direct control.

19. Unacceptable Conduct and Consequences

When this Agreement is violated, the Instructor may take one or more of the following actions:

- provide a verbal warning;
- provide a written warning;
- request a private discussion;
- require future communication to occur in writing;
- require communication to occur through scheduled appointments;
- require another adult to be present during a discussion;
- restrict a parent or guest from entering or remaining in the teaching area;
- temporarily modify the Student's participation;
- remove a person from a class, rehearsal, examination, workshop, or performance;
- temporarily suspend the Student's enrollment; or
- permanently discontinue the Student's enrollment.

Serious conduct may result in immediate suspension, removal, or discontinuation without a prior warning.

Serious conduct includes:

- credible threats;
- harassment;
- intimidation;
- physical aggression;
- abusive communication;
- repeated shouting;
- deliberate disruption;
- retaliation;

- unauthorized or dangerous physical activity;
- refusal to comply with safety instructions; or
- behavior materially affecting the safety or well-being of students.

The purpose of this section is not to punish families for ordinary disagreements or respectful questions. Its purpose is to protect a respectful, comfortable, and safe learning environment.

A good-faith health, safety, abuse, or legal report will not, by itself, be treated as misconduct.

20. Dispute Resolution

Kathak Kadam and the family agree to make reasonable efforts to resolve concerns directly, respectfully, and at the lowest practical level.

Ordinary disputes may include disagreements regarding:

- fees;
- refunds;
- enrollment;
- attendance;
- class scheduling;
- placement;
- examinations;
- performance eligibility; or
- Kathak Kadam policies.

Step 1—Direct Discussion

The parties will first attempt to resolve the matter through a good-faith private discussion.

The discussion may occur:

- in person;
- by telephone;
- through WhatsApp;
- through text message;
- through email; or
- through another appropriate written communication.

The concern should be raised within a reasonable time after it occurs.

Step 2—Voluntary Withdrawal or Agreed Termination

If direct discussion does not resolve the matter, either party may determine that continuing the Student's enrollment is no longer workable.

The parent or adult student may withdraw the Student by providing written notice to the Instructor.

The Instructor may also end the Student's enrollment in order to prevent further conflict and conclude the relationship.

When enrollment ends under this Step:

- the effective withdrawal or termination date should be confirmed in writing;
- the Student will not be required to continue attending classes;
- unused prepaid regular tuition covering classes scheduled after the effective withdrawal or termination date will be refunded on a prorated basis;
- fees for classes already provided remain non-refundable; and

- registration fees, costumes, materials, ghungroos, examination fees, performance fees, committed expenses, and other nonrecoverable costs remain non-refundable.

When the dispute involves serious misconduct, threats, harassment, intimidation, nonpayment, deliberate disruption, unsafe conduct, or another material violation of this Agreement, the Instructor may end enrollment under Sections 9 and 19. In such circumstances, the refund provisions stated in those sections will apply.

Withdrawal or termination under this Step does not require either party to admit wrongdoing, fault, or liability.

Step 3—Mediation

If the matter remains unresolved, the parties may attempt to resolve it through non-binding mediation with a mutually acceptable neutral mediator located in or near Johnson County, Kansas.

Unless the parties agree otherwise, the mediator's fee will be shared equally.

Mediation is voluntary and non-binding. Neither party is required to accept a proposed settlement, and the parties are not agreeing to binding arbitration.

Step 4—Legal Rights and Small Claims Court

If the dispute cannot be resolved through discussion, withdrawal or termination, or mediation, either party retains the rights and remedies available under applicable law.

A qualifying monetary dispute may be filed in the appropriate Kansas small claims court.

A dispute that does not qualify for small claims court may be brought before another court having proper jurisdiction.

Nothing in this Section limits or prevents:

- seeking emergency or injunctive relief;
- pursuing a personal-injury or wrongful-death claim;
- reporting a genuine health, safety, abuse, or legal concern;
- contacting law enforcement;
- contacting emergency services;
- contacting child-protective services;
- contacting a healthcare provider; or
- pursuing a right or remedy that cannot lawfully be restricted.

The parties are encouraged, but not required, to raise concerns directly before pursuing formal proceedings when it is safe and reasonable to do so.

21. Governing Law and Venue

This Agreement is governed by the laws of the State of Kansas, without regard to conflict-of-laws principles.

Subject to Section 20, any court proceeding relating to this Agreement should be brought in an appropriate court having jurisdiction in Johnson County, Kansas, unless applicable law requires otherwise.

22. Circumstances Beyond the Instructor's Control

The Instructor may cancel, postpone, shorten, combine, relocate, reschedule, or move classes online because of:

- Instructor illness;
- severe weather;
- facility issues;
- residential issues;
- power or internet interruptions;
- public-health measures;
- transportation disruptions;
- safety concerns;

- emergency conditions;
- restrictions imposed by a venue; or
- other circumstances outside the Instructor’s reasonable control.

When reasonably possible, the Instructor will offer:

- a rescheduled class;
- a make-up class;
- an online alternative;
- substitute instruction; or
- another suitable arrangement.

The Instructor is not responsible for circumstances outside the Instructor’s reasonable control.

23. Severability and Non-Waiver

If any part of this Agreement is found to be unenforceable, that part will be limited or removed only to the minimum extent necessary.

The remaining provisions will continue in full force and effect.

If a complete waiver of a particular claim is not enforceable, the parties intend the provision to apply to the greatest extent permitted by law.

The Instructor’s failure to enforce a provision on one occasion does not permanently waive that provision or prevent its later enforcement.

24. Communications, Entire Agreement, and Changes

This Agreement represents the parties’ understanding regarding its subject matter and replaces conflicting prior verbal or written understandings, including earlier informal messages.

The parent, guardian, or adult student consents to receive class-related communications from the Instructor through:

- telephone calls;
- text messages;
- WhatsApp;
- email; and
- other contact methods voluntarily provided.

Communications may concern:

- classes;
- scheduling;
- fees;
- attendance;
- examinations;
- performances;
- rehearsals;
- costumes;
- workshops;
- events;
- safety; and
- other Kathak Kadam activities.

Purely promotional or marketing messages will be sent only with appropriate consent. The recipient may opt out of promotional messages by informing the Instructor.

The Instructor may update operational policies from time to time.

Reasonable written notice will be provided before a material change takes effect. Continued enrollment after the stated effective date of a notified change indicates acceptance of the updated policy unless the family withdraws before the change becomes effective.

A separate fee schedule, class notice, or studio handbook may provide additional information. This Agreement controls when there is a direct conflict unless a later document expressly states that it changes this Agreement.

A typed name in the Digital Signature field, together with the date and acknowledgment checkbox, is intended to have the same effect as a handwritten signature to the extent permitted by applicable law.

25. Mutual Understanding

Kathak Kadam understands that parents want the best for their children.

The Instructor also makes decisions with the intention of supporting each Student's:

- learning;
- confidence;
- discipline;
- health;
- safety; and
- long-term development.

Parents, students, adult students, and the Instructor agree to work together respectfully and to keep the Student's learning and well-being as the primary focus.

Performances are valuable opportunities, but consistent learning and development are more important than participation in any single performance.

Kathak Kadam welcomes students of all backgrounds and does not discriminate in a manner prohibited by applicable law.

26. Parent/Guardian or Adult Student Acknowledgment

I confirm that I have read, understood, and agree to the Kathak Kadam Parent–Student Policy & Liability Agreement.

By signing below, I confirm that:

- I have read and understood this Agreement;
- I had an opportunity to ask questions;
- the information I provided is accurate;
- I understand the examination and performance-eligibility requirements;
- I understand that scoring 75% or higher does not guarantee participation in every performance;
- I understand the attendance and make-up class policy;
- I understand that Student absences ordinarily do not qualify for make-up classes;
- I understand the arrival, supervision, authorized-pickup, and pickup policies;
- I understand the monthly payment policy;
- I understand the withdrawal, refund, and termination policies;
- I understand the health disclosure requirements;
- I understand that gymnastics and acrobatic movements are prohibited unless expressly authorized;
- I understand that the Instructor may modify, pause, reduce, or stop the Student's participation for safety reasons;
- I understand that dance is a physical activity and that accidental injuries may occur despite reasonable care;
- I have read and agree to the Assumption of Risk in Section 11;
- I have read and agree to the Release and Waiver of Liability in Section 13;
- I have read and agree to the responsibility provisions in Section 14;
- I selected exactly one social-media consent preference;
- I consent to receive class-related communications; and
- I understand that serious or repeated disrespectful conduct may result in discontinuation of classes.

By signing, I represent that I am at least 18 years old; that I am the parent or legal guardian of the Student with authority to sign on the Student's behalf, or that I am an adult student signing for myself; that the information provided is accurate; and that I sign this Agreement freely and voluntarily.

☐

I have read, understood, and voluntarily agree to this Agreement, including the Release and Waiver of Liability in Section 13.

Student's Full Name *

Parent/Guardian or Adult Student's Full Name *

Digital Signature—Type Full Legal Name *

By typing my full legal name in the Digital Signature field and entering the date, I confirm that this is my electronic acknowledgment and signature for this Agreement.

Date *

Instructor's Signature—Optional

Date—Optional

INSTRUCTIONS FOR DOWNLOADING, COMPLETING, AND RETURNING THIS AGREEMENT

Electronic completion is recommended because it keeps typed information clear and preserves the fillable fields.

1. Download the PDF from the Kathak Kadam website and open it in Adobe Acrobat Reader or another application that supports fillable PDF forms.
2. Complete every required field. Initial Sections 11, 13, and 14; select exactly one media-consent option; complete the final acknowledgment; and type your full legal name in the Digital Signature field.
3. Save the completed file as “Student Full Name – Kathak Kadam Agreement.pdf”.
4. Return the saved agreement to Kathak Kadam through WhatsApp or another return method provided by the Instructor. Retain a copy for your records.
5. If completing by hand, print the entire agreement, write legibly, initial Sections 11, 13, and 14, select one media-consent option, sign and date the acknowledgment, scan or photograph all pages clearly, and return the file.
6. Promptly report changes to medical, emergency, pickup, contact, or media-consent information.