

Traveling Players

Policies, Terms & Conditions: Studio Programs

Traveling Players Ensemble, Inc. (Traveling Players) expects students and all program participants to support, encourage, challenge, and inspire each other in a safe, respectful, and fun community. Students, program participants and parents/guardians agree to honest conduct and trustworthy interactions with each other, Traveling Players employees, and all other members of the Traveling Players community.

To that end, certain policies, rules, and community standards are fundamental and essential. Traveling Players expects all members of its community, including program participants and their parents/guardians, to act honorably, behave as responsible citizens, and follow the Policies, Terms & Conditions: Studio Programs contained herein ("Policy"). Traveling Players reserves the right to dismiss any program participant who exhibits behavior that, in our sole discretion, is unsafe, or disrupts or distracts from the program's educational mission.

Equal Opportunity

Traveling Players Ensemble is committed to ensemble values of collaboration, inclusiveness, equality, mutual respect, and teamwork. Traveling Players does not discriminate on the basis of race, color, religion, creed, sexual orientation, gender identity, national origin, age, or disability in the administration of its admissions or employment policies. If Traveling Players Ensemble reasonably determines that a disability or condition could lead to an inappropriate level of danger to the individual or others, based upon a particular activity, then that person may be ineligible for that particular activity or program, but would not be excluded from other opportunities offered by Traveling Players Ensemble.

Challenging Curriculum

Our goal is to provide an outstanding theatre experience for students that will contribute to their maturity and foster a lifelong love of theatre while meeting rigorous artistic and educational standards. Traveling Players Ensemble's programs are physically, emotionally, and intellectually demanding, and therefore not appropriate for all students. The following describes some, but not all, of the possible program demands:

- Understanding heightened classical language.
- Collaborating with peers artistically to perform complicated and emotional stories.
- Carrying heavy objects, either individually or as part of a team.
- In some cases, performing live to the general public, not just family and friends.

If you have concerns about whether the program is appropriate for your child, then please call the Traveling Players Office at (703) 987-1712.

Health Statement

All participants must be free of medical or physical conditions that might create undue risk to themselves or to others who depend on them. If there is any doubt whatsoever about your child's ability to safely participate in a program or activity, then you should have a physical examination by a physician and call the office to discuss if the program is appropriate for your child. We may require a physician's consent as a precondition for participation or a contract that limits the activities in which your child can participate.

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COVID and Infectious Diseases

Traveling Players follows generally accepted safety protocols in its Studio and program locations. Program participants, and parents/guardians will be notified of any changes to safety protocols prior to and during their child's program.

All program participants are **highly encouraged** to be fully vaccinated, including for COVID-19, before participating in programs. Vaccinations, including COVID-19, are required for all staff and faculty at Traveling Players.

If your child or a member of your household is experiencing symptoms of, diagnosed with, or test positive for any infectious disease(s), including COVID-19, you must notify the Traveling Players Office at (703) 987-1712 as soon as possible. We need this information right away so that we can inform our artistic staff and adjust the rehearsal/curriculum, if needed.

- We reserve the right to dismiss any program participant with an infectious disease, including COVID-19.
- Withdrawals or dismissals from programs due to infectious disease (either before or after the first day) are treated the same as withdrawals for any other reason - the full tuition is non-refundable, and any outstanding balances are immediately due.
- We reserve the right to dismiss any program participant who is unable or unwilling to comply with infectious disease safety guidelines as directed by our staff.

Cell Phones and Other Electronics — Traveling Players is UNPLUGGED!

For in-person programs: Cell phones, iPods, kindles, smart watches, fitness trackers, other Bluetooth devices, etc. are NOT allowed during programs. Program participants are allowed to bring these items but must give them to our staff when they arrive at the Studio or other program location(s). We will keep them safe, make them available at our discretion, and return them at the end of the session.

- If something comes up during a program (family emergency on your end, student not feeling well on our end), please call the Traveling Players Office at 703-987-1712 (or expect a call from Traveling Players staff). We will make sure your child, as well as his/her staff members, are up to date with anything that's going on.

For virtual programs: While on screen or within the camera's range, Cell phones, iPods, mp3 players, kindles, smart watches, fitness trackers, other Bluetooth devices, etc. are not permitted. All other tabs should be closed out, unless the tab is relevant and necessary for the activity at hand and approved by the staff. These devices should only be used to troubleshoot technical difficulties or when they support or enhance the online learning environment as instructed by Traveling Players staff.

Attendance Policy

Attendance is essential to the success of all programs. If a program participant is unable to attend any session, the parent/guardian or participant must notify Traveling Players Staff in advance by calling the Traveling Players Office at 703-987-1712.

- Program participants who miss more than two (2) program sessions without advance permission from Traveling Players staff may be removed from the program. No refund will be offered.

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Arrival and Departure

Parents/guardians are responsible for their child's timely arrival at the program location for all sessions of the class/program.

Parents/guardians are responsible for promptly picking up their child at the end of each day's session. Multiple late pick-ups incur additional fees, due to extra staff time. The first late pick-up in each session is not charged, but late pick-ups after the first may be billed at \$15 per fifteen minutes past scheduled pick-up time. Late pick-up fees are nonrefundable.

Traveling Players does not provide transportation to/from the Studio or program locations; it is the parent/guardian's responsibility to make arrangements and pay for transportation.

Only authorized individuals may pick up students. Only students with permission to leave unaccompanied may do so at the end of class, during class, or between programs.

Guest and Visitors

Guests and Visitors are not allowed to watch or participate during programs at the Traveling Players Studio or other program location(s) unless prior permission is granted by Traveling Players staff. Parents, siblings, and friends are encouraged to take advantage of Tysons Corner Center while Studio programs are in session.

Authorization for First Aid

For in-person programs: In the event of illness or injury, I authorize Traveling Players staff members to administer first aid and obtain assistance from EMTs, doctors, and/or nurses for medical, surgical, or any other appropriate treatment for my child. As the parent/guardian of the program participant, I understand that all medical expenses incurred by my child as a result of participation in programs are my responsibility. I agree to reimburse Traveling Players for my child's medical expenses incurred during programs or while under the supervision of Traveling Players.

For virtual programs: Any illness or injury witnessed by Traveling Players staff members will be reported to parent/guardian.

Photo Release

As the parent/guardian of the program participant, I grant Traveling Players Ensemble the right to use images and likenesses of my child, myself, or my family, whether on film, video, broadcast, electronic media, or other format, for publicity, marketing, or any other purpose which Traveling Players deems appropriate.

Safe Environment

Traveling Players is committed to creating a safe environment at the Studio or other program locations for all members of its community. For this reason, Traveling Players reserves the right to search a program participant's belongings, possessions, clothing, wallets, electronic devices, mail, vehicles, and anything else brought to our program location(s), with or without notice, when concerns arise over prohibited

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substances, theft, self-harm or any potential Policy violations.

As tenants in Tysons Corner Center, parents/guardian understand that the mall reserves the right to maintain – and in many instances maintains – cameras in common areas and hallways of the mall as well as the grounds and parking lots to help ensure the safety of all mall visitors and visitor possessions, the mall’s tenants’ property and all mall property. Such camera footage may be used in mall investigations which may involve Traveling Players Studio, program participants, and/or parents/guardians. Cameras may be moved, removed, or added by Tysons Corner Center at any time, consistent with the law. Program participants and parents/guardians may not cover or tamper with any cameras on mall property.

No program participant or parent/guardian may make any photographic or video recording of any non-public conversations or meetings at the Studio or other program location(s). Likewise, cameras, including those in mobile phones, tablets, laptops, and other devices, may not be used during programs in areas where privacy is reasonably expected (such as bathrooms) at the Studio or other program locations. Use of undisclosed hidden recording devices of any kind is prohibited at the Studio or other program location(s), as is the transmission and/or distribution of any such recordings and/or pictures.

General Expectations and Standards

The following acts by Program Participants and/or Parents/Guardians are violations of Traveling Players' Major Rules. Traveling Players reserves the right to dismiss any program participant who violates Policies, Major Rules, and/or exhibits behavior that, in the sole discretion of the Founder & Producing Artistic Director is unsafe or disrupts or distracts from the educational mission of the Traveling Players' programs.

- Bullying, Hazing, Harassment
- Sexual Misconduct
- Prohibited Substances
- Misuse, Damage, or Vandalism of Property
- Stealing
- Being Away from Program Locations Without Permission
- Trespass
- Weapons & Other Prohibited Items
- Repeated Rule Breaking

A Note About Mandatory Reporting: A violation of one of the following Major Rules, depending on the nature of the report, may trigger mandatory child abuse and neglect reporting obligation by Traveling Players.

1. **Bullying, Hazing, and Harassment.** Throughout all Traveling Players programs, there is a zero-tolerance policy for bullying, hazing, or harassment in any form.
 - a. **Bullying.** Va. Code § 22.1-276.01 defines bullying as “any aggressive and unwanted behavior that is intended to harm, intimidate, or humiliate the victim; involves a real or perceived power imbalance between the aggressor or aggressors and victim; and is repeated over time or causes severe emotional trauma. Bullying includes cyberbullying. Bullying does not include ordinary teasing, horseplay, argument, or peer conflict.”

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- i. Traveling Players also considers unwanted behavior that involves written, verbal, or electronic communications, or physical acts or gestures, directed by one or more individuals to another to be bullying under this Policy when those incidents cause physical harm to person or property, cause emotional distress, or interfere with educational opportunity or disrupt a program or program activities.
 - ii. Bullying may take the form of one event or a series of events, and it may be motivated by an individual's association with another individual and their characteristics, behaviors, or beliefs. Cyberbullying is a form of bullying conducted through phones, computers, email, text message, social media, or other electronic systems or media.
 - b. **Hazing.** Va. Code § 18.2-56 defines hazing as "to recklessly or intentionally endanger the health or safety of a student or students or to inflict bodily injury on a student or students in connection with or for the purpose of initiation, admission into or affiliation with or as a condition for continued membership in a club, organization, association, fraternity, sorority, or student body regardless of whether the student or students so endangered or injured participated voluntarily in the relevant activity." For purposes of this Policy, "student" also means "Program Participant," Parent/Guardian, and/or "Traveling Players Community Member".
 - i. For purposes of this Policy, hazing need not involve pressure or acts relating to a formal program ensemble or group. Hazing may assume numerous forms, including any type of physical activity that may adversely affect the mental or physical health or safety of the above noted community members, physical brutality, any activity that may intimidate or threaten any of the above noted community members, verbal abuse, or social pressure.
 - ii. In Virginia, depending on severity, hazing can be a crime.
 - c. **Harassment.** Harassment refers to conduct or behavior that has the effect of impairing morale, interfering with a Community Member's reasonable participation in and enjoyment of program or program activities and their participants, or creating an intimidating, hostile, or offensive program, environment.
 - i. Harassment can assume numerous forms and may include, but is not limited to verbal, written, visual, and physical conduct, as well as:
 - making disparaging statements, telling jokes, or using epithets, slurs, stereotypes, insults, or labels based on classifications noted in this Policy;
 - threats of physical harm;
 - intimidating conduct, such as unwanted touching of a person or a person's property; and assault or blocking or impeding a person's movement.
 - ii. Harassment includes comments on a person's appearance, dress, or physical features, dress consistent with gender identification, or making jokes or inappropriate comments about race, color, national origin, sex, sexual orientation, gender identity, or age, communicated in person, in writing, electronically, or through a third person, or by any other method.
2. **Sexual Misconduct.** Sexual misconduct is a broad term encompassing any behavior of a sexual nature that violates this Policy or Virginia law. Traveling Players will not tolerate any form of sexual misconduct, whether occurring at the Studio or any program location(s) in general, online,

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in writing, or in person. All sexual misconduct is prohibited by Traveling Players. Sexual misconduct includes but is not limited to:

- a. **Sexual Intimacy.** All program participant sexual activity, including kissing, sexual touching, intercourse, oral sex, or any other sex act is prohibited on Studio premises and program locations, at any time. If Program Participants are found to have engaged in sexually intimate behavior, responses may include but are not limited to conversations with those involved, referral to health professionals, parental/guardian notification, discipline, and/or removal from the program. Some sexually intimate behaviors violate state laws and Traveling Players staff may be required to report such instances to mandatory reporting agencies.

On stage kissing/acts of affection are exempt from this definition when in the presence of Traveling Players' artistic staff and part of the rehearsal or performance process. Traveling Players follows industry best practices for educational theatre and intimacy coordination. Great care is taken in the selection of plays, casting, and teaching proper ways for a young actor to show affection on stage. No program participant will be assigned a role without full knowledge of all aspects of that role.

- b. **Sexual assault.** Non-consensual sexual penetration or sexual contact of one person by another.
- c. **Sexual harassment.** Unwelcome sexual advances, requests for sexual favors, and other visual, verbal, nonverbal, or physical conduct of a sexual nature when:
 - i. submission to such conduct is an explicit or implied term or condition of an individual's participation in a program or any program activities;
 - ii. submission to or rejection of sexual conduct by an individual is the basis for a related decision affecting that individual negatively; or
 - iii. the conduct has the purpose or effect of interfering with an individual's rights, safety, and/or reasonable enjoyment of the program or Traveling Players Community by creating an intimidating, hostile, or offensive environment.
- d. **Sexual Exploitation.** Taking non-consensual, unjust, or abusive advantage of another in a sexual or intimate context, including, but not limited to:
 - i. engaging in, permitting, reproducing, or facilitating non-consensual viewing, photographing, video recording, or audio-recording of obscene, pornographic, sexual, or intimate activity (such as nudity, sexual contact, sexual conduct, sadomasochistic abuse, dressing, showering, toileting or similar activity);
 - ii. prostituting another person; or
 - iii. knowingly infecting another person with a sexually transmitted infection or disease.
- e. **Stalking.** A course of conduct directed at a specific person that is unwanted, unwelcomed, or unreciprocated, and would cause a reasonable person to fear for their own or a third party's safety, security, or wellbeing, or feel material emotional distress due to repetitive contact or the perception of such conduct. Stalking behaviors may include:
 - i. non-consensual communication by any means; use of surveillance in person or via social media or other electronic means without obtaining consent;
 - ii. collecting information about a person's routine, friends, family, or co-workers without their consent; and
 - iii. uninvited visits to any place an individual is commonly found.

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- f. **Dating Abuse.** A pattern of behaviors one person uses to gain and maintain power and control in a personal relationship. Dating abuse can include emotional and verbal abuse, isolation, manipulation, abuse through digital media, written or oral communications, stalking, and more.
3. **Prohibited Substances.** Traveling Players strives to create a safe and healthy environment for all program participants, staff, and community members and works to educate program participants and parents/guardians on the dangers associated with prohibited substances. Use of such substances can be unlawful, can have damaging effects on physical and mental development, places the wellbeing of the program participant, parent/guardian, and Traveling Players staff and community in jeopardy and is incompatible with the mission and values of Traveling Players.

Each of the following are considered Prohibited Substances under this Policy:

- a. alcohol,
- b. nicotine products,
- c. electronic nicotine delivery systems (such as e-cigarettes, hookah pens, and other vapor-emitting devices, with or without nicotine content),
- d. illegal drugs (including marijuana and other cannabis products),
- e. the misuse of legal drugs, and other chemical substances, and
- f. the use of prescription drugs not fully in compliance with a valid prescription.

Prohibition Against Certain Substances.

Student and program participant use, possession, manufacture, distribution, sale, or transfer of any Prohibited Substance and/or any paraphernalia associated with any Prohibited Substance, as well as the purchase or being under the influence of any Prohibited Substance, is prohibited, whether at the Studio or any program location(s).

A program participant found in the presence of the use, possession, manufacture, distribution, sale, transfer, or purchase of any Prohibited Substance and/or paraphernalia associated with any Prohibited Substance may be in violation of this Policy. Also, any parent/guardian who facilitates the use of any Prohibited Substance by a student, program participant, or Traveling Players' community member in any way, whether at the Studio or at any program location(s), is in violation of this Policy.

Reporting Prohibited Substances. Students, program participants, and parents/guardians must immediately report all known violations of this Policy regarding Prohibited Substance to a Traveling Players staff member. Traveling Players expect students and program participants to immediately seek staff assistance if/when they may be at risk from their own association with a Prohibited Substance. Making an intentionally false report or failure by any program participant to report their knowledge of another program participant's association with a Prohibited Substance is a violation of this Policy.

Investigation related to Prohibited Substances. Depending on the circumstances of the report of a program participant or parent/guardian association with a Prohibited Substance, Traveling Players may investigate, and at times this may be done in partnership with the mall and/or local law enforcement. Program participants and parents/guardians must cooperate in any investigation,

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including answering questions by any Traveling Players staff member or agent, the mall, and/or local law enforcement truthfully and providing all relevant information.

Discipline for Prohibited Substances

- a. The association of a program participant or parent/guardian with a Prohibited Substance, as described herein, is an Major Rule violation, and any such program participant or parent/guardian will be subject to discipline, including the program participant's removal from the program.
 - b. A program participant may be removed from a program because of their parent's/guardian's conduct at the Studio or program location(s) as it relates to Prohibited Substances as described herein.
- 4. Misuse, Damage, or Vandalism of Property.** The misuse, damage, or destruction of property including but not limited to Traveling Players property, equipment, and furnishings, whether such misuse, vandalism, or destruction occurs at the Studio or program location(s) is a violation of this Policy, as well as being in the presence of others committing vandalism or destruction of property and not disclosing such information to Traveling Players.
- a. Any program participant who causes property damage in any area of the Studio or program location(s) is required to promptly report that damage to a Traveling Players staff member.
 - b. The parents/guardians of a program participant causing damage to Traveling Players property will be required to cover all costs of the damage.
 - c. Failure to report the property damage may result in additional consequences.
- 5. Stealing.** Knowingly stealing the property of others is a violation of this Policy.
- 6. Being Away from Program Locations Without Permission.** Being away from program location(s) during sessions without permission, including but not limited to riding in a vehicle without prior authorization of Traveling Players, is a violation of this Policy.
- 7. Trespass.** Trespassing, including in a personal office, a locked room, building or vehicle, or any other area not part of Traveling Players' designated program area(s) at the Studio or program location(s) where a program participant's presence is unauthorized is a violation of this Policy. This includes the unauthorized possession of Traveling Players keys or any other property.
- 8. Weapons & Other Prohibited Items.** The possession or use of weapons by program participants at the Studio or any program location on the grounds, in buildings, or vehicles (including in locked trunks or other containers) is strictly prohibited. A weapon is any object or substance used, attempted to be used, or intended to inflict a wound, cause injury, or incapacitate, including but not limited to all firearms, explosive agents, chemicals, air or canister-propelled guns, knives, martial arts weapons or any other weapon as described in Va. Code § 18.2-308. Prohibited items under this Policy also include lighters, matches, fireworks, mace, and pepper spray. Possession of any prohibited item will result in the item's confiscation and the program participant will be subject to discipline, including removal from programs.
- 9. Repeated Rule Breaking.** Flagrant or consistent defiance of the Policy, including but not limited to

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repeated unexcused absences from program activities; verbally abusing or disrespecting any other program participant, Traveling Players staff member, or community member; repeated antagonistic, uncooperative or disruptive behavior; and/or publicly disparaging of Traveling Players by word or action is a violation of this Policy.

Reporting Violations and Disciplinary Process

Any program participant who violates program policies or rules is subject to discipline, including removal from the program. Traveling Players decides discipline for a violation on a case-by-case basis at the sole discretion of the Founder & Producing Artistic Director. If a program participant is removed from a program for any reason, there shall be no refund of any tuition, fees, costs, or deposits.

- 1. Reporting Policy Violations.** If program participants, parents/guardians, or Traveling Players staff witness or become aware of violations of Policy, they should report their concerns to a Traveling Players staff member with whom they are comfortable, who will then assist with next steps.
 - Any report of possible violations should be *specific* and *include all relevant information* so that Traveling Players may appropriately investigate. While Traveling Players does not limit reporting time, *immediate reporting is important*. To be clear, letting time pass between the alleged violation and its reporting will *negatively impact the effectiveness of the investigation*.
 - Traveling Players will not tolerate retaliation against anyone who in good faith reports a suspected Policy violation or participates in an investigation. Retaliation may result in disciplinary action, including removal from the program. Retaliation includes but is not limited to taking sides against an individual, spreading rumors about or shunning an individual, or making real or implied threats of intimidation toward an individual.
 - If Traveling Players receives a report of a violation, it strives to protect the reporting party's identity.
 - Intentionally making a false Policy violation report is itself a violation of Traveling Players' behavioral expectations, and doing so may result in disciplinary action, including the program participant's removal from the program.
- 2. Disciplinary Process.** Traveling Players will, to the best of its ability, investigate all alleged violations. Program participants and parents/guardians **MUST** understand that Traveling Players, *can only investigate if it receives information about the alleged violation*.
 - Program participants and parents/guardians must cooperate in any investigation, including meeting with Traveling Players staff/investigator, truthfully answering questions posed to them by the investigator and those noted above, and providing all relevant information.
 - Traveling Players in their sole discretion determines if/when to contact the parents/guardians of an alleged victim, the accused, a witness, the mall or local law enforcement.
 - Any individual interviewed during an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by Traveling Players staff, and if/when necessary, mall or local law enforcement, or as required by law. Anyone who discusses the content of an investigation, or fails to cooperate with the investigation, is subject to discipline, including removal from the program.
 - Appropriate interim support and reasonable protective measures will be taken, if and as needed, based on the circumstances, to protect against further acts of misconduct and/or retaliation, to provide a safe environment, and/or to protect the investigation's integrity.

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- Throughout the disciplinary process, Traveling Players will fully consider as wide a range of corrective actions as possible.
- If at the end of an investigation, it is determined a violation has occurred, Traveling Players' Founder & Producing Artistic Director will determine if any disciplinary and/or other action is needed, including dismissal/removal from the program and prohibition from participating in programs in the future.

Acceptable Use of Technology

While Traveling Players program participants are “unplugged,” various technological resources may be available at the Studio and other program locations. Any technology that is or may be provided to support Traveling Players' programs and business operations is a privilege and not a right and may be revoked at any time for inappropriate use.

Program participants may be extended the temporary use of technology for specific purposes. This includes personal devices and wireless access, along with all Traveling Players computers, as well as any equipment, hardware, software, voice systems, and other accounts and systems owned, leased, or licensed by Traveling Players (“Technology”).

Use of technological resources by program participants without express permission or not for the intended purpose is prohibited and a violation of this Policy.

Proper Conduct Representing Traveling Players

As a Traveling Players Program participants, you represent Traveling Players while at the Studio, Tysons Corner Center, on tour, at performance venues, and at any other program location.

Therefore, program participants are expected to uphold respectful behavior and proper conduct, as outlined in this document, while spending time in the general vicinity of, or traveling to and from, Traveling Players Studio and other program locations. Actions on behalf of the program participants that would reflect poorly on Traveling Players (including but not limited to anti-social behavior, trespassing, vandalism, stealing, and alcohol or drug use) are grounds for immediate dismissal from the program without refund.

Use of Traveling Players Name and Logo

Use of Traveling Players Ensemble's name and/or logo without express permission is a violation of Policy. Traveling Players name and/or logo should not appear on any internet site that directly violates or represents a violation of any Traveling Players Policy. Traveling Players reserves the right to ask for the program's name or logo to be removed from any site that is not in line with the mission or values of Traveling Players' programs, brand, identity, image, core values, or reputation. Participants known to have used any logo or name without proper permission may be removed from their program without refund and prohibited from participating in programs in the future.

Personal Information

Traveling Players Ensemble takes the privacy of our program participants and their families seriously and we are committed to protecting it. Information you share with us in the registration process, through your

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health form, when making a donation, and in person or by phone with staff is confidential. Information is shared within Traveling Players and with individual staff members only as needed and to support your child's participation and success in our programs. All staff are bound by confidentiality in our Code of Conduct.

Links to Traveling Players' Privacy Policy and Website Terms and Conditions are in the footer on every page of our website, <https://travelingplayers.org/>.

Financial and credit card information is not accessible to Traveling Players employees and is safeguarded by our registration and donation systems and their use policies.

- <https://ultracampmanagement.com/privacy-security-policy>
- For information on the policies for donations through Spur Local, see their website, <https://www.cfp-dc.org/cfpdc/privacy.php>.

Payments, Deposits, Installments and Fees

Payments and Installment Fee: Participants that register early may elect to pay:

- the full tuition in a single payment, or
- the deposit at registration and the remainder according to a payment plan, if offered at the time of registration. There is a \$35 installment fee.

Deposits: The non-refundable deposit amount is 30% of the full tuition. The deposit is non-refundable except for cancellations as outlined below.

Late Fees: A late fee of \$35/month will be added to overdue balances starting two (2) weeks after the due date of the first overdue payment.

Cancellation Policy

If minimum enrollment is not achieved in any Traveling Players Ensemble program, then the program will be cancelled and full tuition will be refunded. Traveling Players will endeavor to communicate an under-enrollment cancellation as early as possible. Traveling Players will not be held liable for private arrangements (e.g. transportation to program location) that are made prior to a program cancellation, regardless of the reason for cancellation.

- If cancellation results from government restrictions or acts of God (an event outside of our control or activity, such as a fire, flood, earthquake, etc.) tuition will not be refunded.
- If cancellation results from an outbreak of infectious disease, including COVID-19, tuition will not be refunded.

Refunds and Withdrawals

Before the paid in full date or 21 days before the first day of the program (whichever is earlier): A participant, who withdraws after registering, but before the program begins, may receive a tuition refund minus the non-refundable deposit.

On the paid in full date or after 21 days before the first day of the program (whichever is earlier): If you choose to withdraw your child from any program for any reason (including, but not limited to, voluntary withdrawal, illness or injury, acceptance into other programs), the full tuition is non-refundable, and any

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outstanding balances are immediately due.

All audition fees are non-refundable. If you wish to reschedule your audition, due to sickness or an unexpected conflict, your audition fee may be transferred to a new date at our discretion.

Dismissals During a Program

Traveling Players reserves the right to dismiss any program participant who violates Policy and/or exhibits behavior that, in the sole discretion of the Founder & Producing Artistic Director is unsafe or disrupts or distracts from the educational mission of the program, Traveling Players, or the Traveling Players' community. Tuition will not be refunded, and any outstanding balances are immediately due.

If at any point, Traveling Players determines that the parent/guardian has provided incomplete, misleading, or false statements, Traveling Players reserves the right to dismiss your child from the program. Tuition will not be refunded, and any outstanding balances are immediately due.

Programmatic Changes

Traveling Players reserves the right to make changes to the structure, logistics, and content of our programs at any time. Significant programmatic changes will be communicated by email. The changes shall apply to programs and participants from the date of notification. Continued participation in Traveling Players' programs on or after this date will represent acceptance of any and all changes by parents and program participants.

Policies, Terms & Conditions Changes

Traveling Players Ensemble reserves the right to make changes to these policies, terms, and conditions at any time. Currently registered participants will be notified via email if and when the policies, terms, and conditions are revised. The revised policies, terms, and conditions shall apply to programs and participants from the date of publication of the revised policies and protocols on the website. Continued participation in Traveling Players' programs on or after this date will represent acceptance of any and all changes by parents and program participants.

Severability

In the event any provision or part of this agreement is found to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Assumption of Risk, Indemnity

As the parent/guardian of the program participants, or as an adult program participants aged 18, I understand and acknowledge that there are certain risks and hazards associated with the activities and other aspects of Traveling Players' programs and, if applicable, travel to and from program location(s).

In consideration of my child's or my participation in Traveling Players Ensemble's programs, I hereby

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Studio Programs (cont.)

voluntarily assume the inherent risks of Traveling Players activities, including those occurring at Traveling Players Studio in Tysons Corner Center and/or Traveling Players property, and other unknown or unanticipated risks, including any resulting personal injury and/or loss of life, arising from the applicant's participation, including any acts or actions taken at a program location and/or property, and further agree that Traveling Players Ensemble, Inc. shall have no responsibility or liability in the event that my child suffers any injury or harm, and hereby release Players Ensemble, Inc. from any liability for injuries sustained by my child, including those arising from negligence, to the fullest extent permitted by law.

On behalf of myself, any minor child I register, my predecessors, successors, assigns, agents, heirs, executors, administrators, and representatives, I hereby agree to defend, protect, hold harmless and indemnify Traveling Players Ensemble, Inc., its Board of Directors, affiliates, subsidiaries, officers, employees, contractors, and other agents and representatives, both in their individual and official capacities, from and against any and all liabilities, injuries, damages, causes of action, complaints, suits, claims, obligations, costs (including but not limited to attorney's fees and court costs), losses and all other legal responsibilities suffered by me or my minor child arising from participation in any program or activity of Traveling Players except in cases of gross negligence as provided by applicable law.