

*For your records and further understanding, below is a copy of the terms you accepted and electronically signed when using our online system to enroll your child in our summer program.*

## **BASIS Independent Summer**

### Enrollment Agreement and Waiver – Summer 2021

BASIS Independent Schools, LLC is relying on your consent to the terms of this (“Agreement”) in its operation generally and in allowing the above-named student (the “Student” or your “child”), in particular, to attend the summer program.

The undersigned parents or guardians (the “Parents”) agree as follows:

- 1. Refund Policy.** Deposits and program fees are non-refundable under any and all circumstances and cannot be transferred to another session or another student. This includes, but is not limited to, absence(s), withdrawal before the end of the program, and disruptive behavior or other misconduct.
- 2. Discipline Expectations.** Students must abide by the School Parent/Student Handbook and the specific rules set by program staff. The School reserves the right, in its sole discretion, to exclude students from the activity for disruptive behavior or other misconduct.
- 3. Media Release.** The Parents hereby grant to the School and its affiliates (and collectively with their successors and assignees “BASIS”) the right, without limitations or reservations, to record and use Student’s image, voice, and work (art, recorded, written, or other), (“Student Media Information”) in whole or in part, in photographs, video, film, audio, digital media, news releases, media interviews, and in any other form of electronic or print medium, identifying Student by name and/or class year when deemed appropriate by the School, and waive the right to inspect or approve where Student Media Information appears. The Parents permit BASIS to disclose Student’s academic, athletic, and other special achievements, and share the aforementioned items, where applicable. ANY RESTRICTIONS THAT PARENTS WISH TO PLACE ON SUCH USE MUST BE DELIVERED IN WRITING TO THE HEAD OF SCHOOL. Further, the Parents release BASIS from and indemnify it against any and all claims, damages, demands, costs, expenses, and liabilities whatsoever in connection with the above.
- 4. Emergency Consent.** In the event that Parents cannot be reached, Parents grant permission for the School to release Student to the emergency contacts and other authorized persons provided to the School. In the event that Parents cannot be reached in the case of an emergency, Parents authorize all medical and surgical treatment, x-ray, laboratory, anesthesia, and other medical and/or hospital procedures as may be performed or prescribed by a medical professional for Student and waive my right to informed consent of such treatment.
- 5. Waiver and Release of Liability.** Parents are aware of the inherent risk of injury, death, and property damages associated with summer program activities, including travel, transportation, and a wide-range of individual and team activities. Parents are also aware that harm from these activities can result from non-negligent or even negligent acts or omissions by School, its employees and agents, other students, or third parties over whom the School has no control. As part of this agreement, Parents acknowledge that all such risks exist and that they have voluntarily allowed Student to attend the summer program knowing of these risks and all of their possible consequences. Parents acknowledge further that injury, death, or damage may occur even when School personnel and others have exercised due and reasonable care in relation to your child. Parents hereby agree to freely and expressly assume and accept any and all risk of injury, death, and damage while Student is participating in the summer program.

The Parents hereby grant permission for Student to participate in the summer program. Parents hereby waive any and all claims for damages that may result from attending the summer program and engaging in summer program activities, and release the School from, and indemnify it against any and all such claims.

Parents certify they have carefully read this agreement and fully understand its content. Further, Parents certify they are aware this is release of liability, and a contract between Parents and the School, and are signing it of their own free will.

- 6. Responsibility for Your Child's Actions.** Parents must inform School personnel directly (and not through the Student) in the event there is a program activity in which you do not want your child to participate. In the event that your child causes any harm or damage to another student, School personnel, or property, Parents will be fully responsible for such harm or damage, including being responsible for indemnifying School and its personnel should they be required to defend themselves in connection with any resulting lawsuit or claim.
- 7. Resolution of Disputes.** Parents understand and agree that any dispute involving the relationship between the Parents and/or the Student on the one hand and the School, its affiliates, and/or their employees and agents on the other hand will be determined solely by arbitration in accordance with the Federal Arbitration Act, the California Arbitration Act, and the arbitration rules of the American Arbitration Association (AAA), and as set forth in the written arbitration procedures of the School, which are incorporated by reference and available for review. The sole exception to the mandatory arbitration requirement is for lawsuits brought by the School for collection of any past due financial obligation of the Parents.
- 8. Health and Safety.** Parents understand that the safety and security of all students is the School's highest priority. Parents understand and agree that the School reserves the right, in its sole discretion, to implement policies to protect the health and safety of the School community.
- 9. Student Digital Privacy.** From time to time the School may hold classes remotely via distance-learning and/or may utilize various software applications and web-based services to deliver the best possible education to its students (the "Online Services"). In order to use the Online Services, students must often be registered in these systems using personally identifying information – generally their name, School email address, and/or a student ID. During periods of distance-learning and when otherwise using the Online Service, School faculty, staff, administrators, and other employees or agents must communicate with students electronically through e-mail, instant messaging services through the various Online Services, or through videoconference. By signing this Agreement, Parents consent to the Student's participation in Online Services and provide permission for School personnel to communicate with themselves and the Student via electronic communications. Parents further authorize the School to provide consent for the Student's use of the Online Services on Parents' behalf and to provide the Student's basic information to the Online Services when required to do so.
- 10. Survival.** The following will survive expiration or termination of the Enrollment Agreement: Sections 3, 5, 7, and any right or obligation of the Parents or School which, by its nature, should survive termination or expiration of this Agreement.

The Parents certify that they have read, understand, and agree to the above terms and conditions of the contract.

[electronically signed by Parent at registration]