

# Consent and Privacy Waiver

*Petit Picasso Art Academy*

Petit Picasso Art Academy requires that our students and/or parents (“you”, “yourself”, “your”) carefully review and accept the terms and conditions of this Consent and Privacy Waiver prior to participating in any of the activities described below. By signing this Consent and Privacy Waiver, you will waive certain legal rights, including the right to sue. As such, **please read this document carefully.**

As valid consideration for: (i) entry into the premises of any Petit Picasso Art Academy location (the “**Premises**”) by you and/or your minor child; (ii) participation by you and/or your minor child in activities and classes (each set of classes being a “**session**” or “**workshop**”) offered on the Premises; and (iii) your and/or your minor child’s use of the supplies, and equipment located on the Premises and other services offered by Petit Picasso, you agree as follows on behalf of yourself and/or your minor child:

- **Assumption of Risk:**
  1. **Risks:** You acknowledge and agree that: (i) the Sessions or Art Workshops may involve risks of injury and illness (the “**Risks**”), including but not limited to cuts, falls, burns, allergic reactions, and other risks associated with the use of materials needed to create works of art; (ii) the Risks may be increased as a result of the fact that the Sessions or Art Workshops are being offered in a group setting; and (iii) there may be Risks that are not known or reasonably foreseeable at this time. You acknowledge and agree to assume all Risks and associated damages or losses which you and/or your minor child may sustain in participating in the Sessions or Workshops.
  2. **Allergies:** You acknowledge and agree that you are obligated to disclose whether you have and/or your minor child has any known allergies prior to the commencement of the workshops.
  3. **Ability to Participate:** You acknowledge and agree that Petit Picasso Art Academy, its affiliates, and franchisees, and all of its and their owners, employees, and contractors, assume no duty to you or your minor child regarding the medical ability to participate in any Session or Workshop.
  4. **Equipment Usage:** You agree that you will not and that you will instruct your minor child not to utilize any equipment on the Premises unless and until proper use of the equipment has been explained and is understood. You understand that such equipment must be operated in strict accordance with instructions.
  5. **Emergency Treatment:** If applicable, in the event of any emergency, you authorize Petit Picasso Art Academy to secure from any licensed hospital, physician, and/or medical personnel any treatment deemed necessary for your minor child’s immediate care and agree that you will be responsible for the payment of any and all medical services rendered.

- Release of Liability: You, for yourself, your minor child's other legal guardians, your minor child, and on behalf of any of your and their heirs, executors and administrators, as applicable, forever release and discharge Petit Picasso Art Academy, its affiliates, franchisees and any of their employees, contractors, past, present, and future directors, principals, owners, subsidiaries, divisions, affiliates, agents, and officers (collectively, the "**Released Parties**"), of and from any and all liabilities, claims, demands, damages, costs (including reasonable legal fees and costs), actions and causes of action of any kind or nature whatsoever (collectively, "**Claims**") related to or arising from, whether directly or indirectly, activities on the Premises or otherwise undertaken in connection with the Sessions or Workshops (collectively, "**Losses**"). For greater certainty, Losses include, but are not limited to: (a) personal injuries or illness (including death), damages, or losses to you and/or your minor child; and (b) property damage (i) arising out of or relating to participation, whether passively or actively, in any Session or Workshop or other activities on the Premises, including but not limited to use of any equipment; or (ii) occurring on the Premises, including but not limited to your and/or your minor child's use of any restroom area, common area, associated sidewalks, and parking areas. You agree not to bring any Claims against the Released Parties, whether personally or through any third party. The release contained in this Section 2) will be construed to apply to the greatest extent permitted by law and, if permitted by law, will apply even if any Losses are caused in whole or in part by the Released Parties' own negligence or the negligence or willful conduct of any other patron who is on the Premises or who is participating in any of the Sessions or Workshops. You, for yourself, your minor child's other legal guardians, your minor child, and on behalf of your and their heirs, executors, and administrators, agree to indemnify and hold harmless the Released Parties against all Claims, each of every kind and nature whatsoever, which may in any way arise out of or result from your and/or minor child's acts or omissions on the Premises. The indemnity contained in this paragraph will apply even if any Losses are caused, in part, by the Released Parties' own negligence.
- Photography & Videography:
  1. Acknowledgement: You acknowledge that Petit Picasso Art Academy may wish to film, photograph, or otherwise record your or your minor child's image, work, or performance, or use my/their name, likeness, or other personal attributes (collectively referred to as "**Works**"), and may wish to display, publish, or distribute the Works on Petit Picasso Art Academy's website, social media accounts, or in Petit Picasso Art Academy's promotional materials or internal publications. You acknowledge that by your/your minor child's participating in different activities on the Premises or in the Workshops, the Works may be captured in incidental ways.
  2. Consent: You give consent to Petit Picasso Art Academy to film, photograph, or otherwise record the Works, and display, publish, or distribute the Works (including altering, modifying, and combining the Works with or into other works and creating derivative works, by means of all forms, media, and technologies now known or hereafter developed whatsoever), for the following uses:
    1. on Petit Picasso Art Academy's website:

2. on Petit Picasso Art Academy's social media accounts:
3. in Petit Picasso Art Academy's promotional materials (such as print or television ads):
4. in Petit Picasso Art Academy's internal publications (such as newsletters and invitations):

If you do not consent to the above, please fill-out **Appendix A**, and send to [Info@petitpicasso.ca](mailto:Info@petitpicasso.ca).

(collectively, the "Uses")

1. **Assignment:** You hereby irrevocably and unconditionally assign and transfer to Petit Picasso Art Academy all right, title, or interest that your minor child or you may have throughout the world in the Works, without any limitation of time, for the Uses. You acknowledge and agree that Petit Picasso Art Academy and its successors, assigns, and licensees may use the Works for the Uses, by means of all forms, media, and technologies now known or hereafter developed whatsoever. You agree that no compensation will be given for the Uses.
2. **Restrictions:** You acknowledge and agree that you will not re-post any Works from any of the sources identified in Section 3) (Photography and Videography) on any of your own social media accounts unless they solely contain images of you and/or your minor child.
  - **Fees, Tuition, & Payment Policy:** Applicable workshop services tuition and fees must be paid in full immediately following the completion of the registration form. Payments must be made on our online website [www.petitpicasso.ca](http://www.petitpicasso.ca) or via e-transfer to [Info@petitpicasso.ca](mailto:Info@petitpicasso.ca). Payments may also be made by Visa or Mastercard by providing the relevant information on the registration form.
  - **Cancellation Policy:** Petit Picasso reserves the right to cancel sessions that do not meet minimum enrollment requirements up to one week prior to the session's scheduled start date. Families will be notified of cancellation via email. Students from canceled sessions may be transferred to another session free of charge. No refunds or make-up Workshops will be offered to students who miss any classes that they were registered for but failed to attend.
  - **Illness & Removal Policy:** Petit Picasso Art Academy reserves the right to temporarily deny any student admittance to the Premises for reasons of obvious illness, or to request early departure should symptoms become apparent during the course of a class. Any student who seems unable to participate in the art workshop for any reason will be sent home. This is to ensure the continued good health of everyone at our Premises. We realize that most of you are working parents, but for the health and well-being of the students in our care and our staff we feel it is vital to maintain a strict wellness policy. We ask for parents to assist by keeping sick students at home. It is up to our discretion when a student may return to the Premises. Additionally, fostering a safe learning environment for students is our number one priority. Therefore, Petit Picasso Art Academy reserves the right to remove any student who fails to comply with Petit Picasso's rules and regulations, including the Code of Conduct located, or who engages in any unsafe activity. No refunds or make-up workshops will be given to any student who is removed

from class; however, the student may be allowed to attend the next class within their session provided such student has corrected the behavior and will not be a disruption to their fellow students or instructor. Make-up classes will be offered to any student who misses class due to illness only; and if we are notified BEFORE the class starts, only when space is available.

- Age, Attendance, Parent Pick-up, Language, Medical, Learning Needs: Students enrolled in sessions must be the ages required for their specific workshop by the session start date, unless otherwise admitted by the instructor. Petit Picasso Art Academy reserves the right to withdraw students who have been registered in an incorrect age category. Depending on availability, students may be placed in a similar session with their appropriate age group. Every student who attends a class with Petit Picasso Art Academy must be registered online. Instructors do not have the ability to register students on-site. Petit Picasso Art Academy is not responsible for the care of students before or after class time. Repeated lateness to class or failure to pick a student up from class may lead to a student's discharge from the class with no refund. Classes begin and end promptly at the posted session times. Please ensure students are on time to prevent disruptions to the other students. For safety reasons, all students must have a comprehensive understanding of the English language before attending classes.
- Withdrawals & Transfers: All requests for session withdrawals or transfers must be made in writing prior to the session start date. Petit Picasso Art Academy does not offer refunds for withdrawals or transfers, however, Petit Picasso Art Academy will happily issue a full credit towards a new session to be used at a future date if the withdrawal or transfer request takes place at least 7 days prior to the session start date. If the request takes place within 7 days of the session start date, 50% credit will be issued to be used at a future date. Once the session has begun, no credits or transfers will be issued or allowed. Transfers are dependent on session availability.

You, the undersigned, have thoroughly read the Consent and Privacy Waiver and you understand that you are giving up substantial rights on behalf of yourself and/or your minor child by signing it. You understand that you have the right to have a lawyer of your choosing review and advise you on the terms and conditions of this Consent and Privacy Waiver. You are signing this Consent and Privacy Waiver knowingly, voluntarily and without any inducement. This Consent and Privacy Waiver replaces all earlier versions and constitutes the entire and exclusive agreement between the parties relating to the subject matter hereto and supersedes any oral or other written understanding. However, any registration agreement and any other non-conflicting documents executed contemporaneously with this Consent and Privacy Waiver are to be read in conjunction with this document and are not superseded by this document. This Consent and Privacy Waiver may only be modified in writing by the parties.

**DATED:** \_\_\_\_\_, 20\_\_\_\_\_.

Please note:

- The law requires that minors (i.e. typically, children under the age of 13) are given the opportunity to protect their own image, so we ask you to discuss this form with your child/dependent and encourage them to write their own name.
- When only one parent/guardian signs to indicate consent, he/she does so in good faith and is presumed to be acting with the consent of any other legal parent/guardian.

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Name of Student

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Signature of Student

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Name of Parent

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Signature of Parent