

# Studio E Art Classes

## Liability Waiver and Refund Policy

If payment is made to Studio E Art Classes LLC by VISA®, MASTERCARD® AMERICAN EXPRESS or DISCOVER®, the issuer of the card identified is authorized to pay the amount agreed upon. By agreeing to this text, we promise to pay such total subject to and in accordance with the agreement governing the use of such card.

**I, individually or as parent and/or guardian of the minor child enrolling in activities at Studio E Art Classes LLC hereby acknowledge the following notices and grant to Studio E Art Classes LLC, the following release from liability:**

**A. LIABILITY:** I acknowledge and fully understand that I/my child will be engaging in physical activities that may involve some risk of injury. I acknowledge and have been advised that it is my responsibility to consult with my/my child's physician with respect to any past or present injury, illness, health problem or any other condition or medication that may affect my/my child's participation. I assume the foregoing risks and accept full personal responsibility for any personal injuries sustained by myself/my child which might incur as a result of participating in this program and discharge and hold harmless Studio E Art Classes LLC, their owners, directors, members, independent contractors, employees and agents from any claim, cause of action or liability for damages arising from any personal injury to me/my child or other persons or property caused by my participation in the Studio E Art Classes LLC program.

**B. PAYMENT:** Tuition is due prior to the start of classes, workshops or summer camps. The client understands that he/she is paying for a session of classes. Disenrolling of student midway through a session will not result in a refund.

**C. REFUND POLICY:** Refunds will be given up to one week before the start of the program and are subject to a 5% processing fee. This fee will be waived if your class is cancelled by Studio E Art Classes LLC due to overbooking or low enrollment. If you request a refund before the first day of class but after the one-week mark, Studio E Art Classes LLC will retain a \$50 processing fee. **ABSOLUTELY NO REFUNDS WILL BE GIVEN AFTER THE START OF THE CLASS. CREDITS WILL BE ISSUED AFTER THE FIRST WEEK OF CLASS AND CAN BE USED IN ANY OTHER AGE-APPROPRIATE STUDIO E ART CLASSES PROGRAM IN WHICH THERE IS SPACE WITHIN ONE YEAR OF ORIGINAL ENROLLMENT. AFTER THE FIRST WEEK OF CLASS, THERE ARE NO REFUNDS OR CREDITS. FOR FULL DAY, HALF DAY WORKSHOPS AND CAMPS, THERE ARE ABSOLUTELY NO REFUNDS. IF YOU GIVE US NOTICE OF 24 HOURS OR MORE OF CANCELLATION, WE CAN ISSUE YOU A CREDIT THAT CAN BE USED FOR ANOTHER WORKSHOP.** We submit to the jurisdiction of the state of New York with respect to any disputes regarding this contract and/or Studio E Art Classes. Further, if there is a dispute, then the prevailing party in the dispute shall be entitled to recover the costs and fees (including reasonable attorney fees) incurred in connection with the dispute. Cancellations must be submitted in writing to program directors or managers.

**D. STUDENT CONDUCT:** Realizing that the orderly operation of Studio E Art Classes LLC programs is of the utmost importance. We agree to comply with all our rules, policies and regulations. We fully understand that Studio E Art Classes LLC reserves the right to cancel any student's enrollment if the student's physical or mental condition, as disclosed by personal questionnaire, medical, or dental certificate or otherwise, is deemed unsatisfactory, or to dismiss a student whose condition, conduct, influence or behavior is deemed unsatisfactory or detrimental to the best interests of Studio E Art Classes LLC. In such

cases, the unused portion of Studio E Art Classes LLC will be refunded. No refund, however, will be made on a voluntary withdrawal or violation of Studio E Art Classes LLC policies. We agree to Hold Harmless and indemnify Studio E Art Classes LLC if our student damages property or injures or harms any individual. NO ALLOWANCE SHALL BE MADE FOR LATE ARRIVAL OR EARLY DEPARTURE.

**E. PERSONAL BELONGINGS:** In addition, we understand Studio E Art Classes LLC is not responsible and are held harmless for damage or loss of money, jewelry, equipment, clothing or other personal articles. DO NOT SEND VALUABLES TO STUDIO E ART CLASSES LLC. We understand that valuable items are brought to Studio E Art Classes LLC at our own risk.

**F. PHOTO RELEASE:** I AGREE to give Studio E Art Classes LLC permission to use photographs, videos or audio recordings of myself or my child for any Studio E Art Classes LLC promotional materials. I understand that my child will not be identified by name, nor will any compensation be extended for such use.

**G. MEDICAL:** In the event of a true emergency, 911 will be called immediately and parents will be notified next. If it is necessary, in the judgment of Studio E Art Classes Directors, to use outside medical, surgical, or dental aid for the student's health, we hereby permit and authorize him/her to do so.

**I. MAKEUPS:** Students must call Studio E Art Classes LLC at (631) 744-4001 to report their absence at least two hours prior to the start of class. Students who follow this procedure will be given one make up class, which must be scheduled and completed within the session time frame. Failure to report the absence ahead of time will result in the loss of one class (no make up will be given.)

**J. EXHIBITION OF WORK:** I agree to allow Studio E Art Classes LLC to exhibit my work. If my artwork is on consignment, I agree to allow Studio E Art Classes LLC to sell my work and pay me the agreed upon percentage per work sold.

**K. I fully release Studio E Art Classes LLC from liability of self or children becoming ill after attending classes.** I understand and will adhere to the many measures put in place to avoid virus/ flu outbreaks in our studio. I acknowledge that it is my choice to send myself or child to classes at studio E, and even in the cleanliest of circumstances with many measures put in place, myself or my child could still become ill. I hold Studio E Art Classes LLC harmless in this event.

L. I hold Studio E Art Classes LLC harmless in the event of injury of myself or my child while on our premises.

Participant's (first name \_\_\_\_\_ last name \_\_\_\_\_)

Signature \_\_\_\_\_

Date \_\_\_\_\_