



## Student Agreement and Release for Summer 2022

Please read the following in its entirety. By signing, the parents and student agree to the following terms and conditions.

1. We have read and accept the terms and conditions set forth by Life Skills Academy (LSA), which are incorporated in this agreement. This agreement is a legally binding contract.
2. Refunds:
  - a. Up to May 29: Full Refund
  - b. After this period: No Refund
  - c. Any classes that are missed can be made up the next time the course is offered
  - d. If the class is cancelled by LSA the fee for that class will be refunded.
3. Any class material that the student receives from LSA is proprietary and for personal use only. It may not be disclosed to other people or organizations.
4. We unconditionally release LSA from any claims for damage, injury, loss or expense incurred as a result of the applicant's participation in the LSA program unless the loss is caused by the gross negligence of LSA. We also release LSA from any claims for damage, injury, loss or expense (including LSA tuition and other costs) caused by events beyond its control, including program termination, resulting from acts of God, regulations or other causes.
5. The student is responsible for exercising caution and common sense at all times to avoid injuries LSA does not provide supervision or support during periods of independent travel.
6. If the student becomes ill or incapacitated, LSA may take such actions as it considers necessary under the circumstances, including securing medical treatment. We release LSA from any liability relating to the medical care. In case of emergency, we understand that LSA will make every effort to contact parents or emergency contact. We also authorize LSA to take whatever action it deems to be necessary, including but not limited to securing a licensed healthcare practitioner to ensure proper treatment including hospitalization, anesthetics, surgery or injections of medicine for my child, and are in the student's best interest in the event of any unforeseen event or condition. If LSA incurs any expense on the student's behalf that is not covered by insurance, we agree to make immediate repayment upon request.

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7. The student must comply with the LSA expectations, standards and instructions, and I understand that failure to do so may result in my child being sent home at my expense with no refund. The student's participation may be terminated if expelled from the program or if LSA, in their sole discretion, determines that the student's continued participation is incompatible with the interests, harmony, comfort or welfare of the other students. We agree to indemnify LSA if the student does anything that causes LSA to sustain financial loss or liability.
8. We understand that LSA reserves the right to make changes, cancellations or substitutions in case of emergency or changed conditions, or based upon the interest of the group. Returned checks will incur a \$25 charge per occurrence.
9. This agreement will be effective immediately upon receipt by LSA and shall be governed by the laws and statutes in The State of Texas.
10. This agreement cannot be modified except in writing by LSA.
11. We hereby grant LSA and its employees and agents the right to photograph my child and use the photo and/or other digital reproduction of him/her or other reproduction of his/her physical likeness for slide shows and publication processes, whether electronic, print, digital or electronic publishing via the internet.
12. We agree that any dispute with LSA that is not settled informally will be submitted to binding arbitration, to be conducted in substantial accordance with the rules of the American Arbitration Association. The location of the arbitration and identity of the arbitrator will be decided by mutual agreement, with the costs to be shared equally between the parties, and the decision of the arbitrator shall be final. By signing this agreement, we understand that we are giving up the right to have any claim against LSA decided in court before a judge or jury.
13. References in this agreement to "Life Skills Academy" or "LSA" shall include Life Skills Academy, and all of its agents, employees, affiliated companies, directors, teachers, and chaperones. All references to "parents" of the agreement and release shall include the legal guardian or other adult, who is responsible for the student. By signing this document, I acknowledge that I have read and accept the terms of the Agreement and Release above and agree that those terms constitute my agreement with LSA. I unconditionally release LSA from any claims for damage, injury, loss or expense of any sort incurred directly or indirectly in conjunction with the participation of my child in the program unless the loss is caused by gross negligence of LSA. It is the responsibility of each applicant to adhere to the payment guidelines to maintain his/her enrollment status in LSA. I have read and understand the refund policy as stated in section 6 of this document. I understand that it is my responsibility to meet all financial obligations of the LSA program. I understand that I am responsible for the cost of repairing or replacing any property that my child damages while at a LSA class. I understand that if my child fails to follow LSA program rules and regulations, he/she may be dismissed from the program without refund and may be subject to disqualification from attendance at future programs of LSA.
14. LSA Expectations and Procedures (for after school programs)
  - a. The student may bring a small, peanut free snack and water to be eaten during class.
  - b. The student will be released at the end of class. It is the responsibility of the student and parent to coordinate pickup. LSA bears no responsibility for this process.
  - c. The student is expected to follow McKinney ISD's student Code of Conduct/Standards of Conduct found on the district website.

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- d. If a student's behavior consistently disrupts the class, the student will be dismissed from the program without a refund.
- e. If the student develops symptoms of an infectious disease like the common cold (ex. Runny nose, fever, cough) he/she should not come to class. Any missed classes due to health reasons will be refunded.
- f. Any coughs or sneezes in class should be covered with tissue or the elbow.
- g. Payment by cash, check or credit card and this signed agreement and release must be complete by the first day of class.

15. Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

- a. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact.
- b. LSA has put in place preventative measures to reduce the spread of COVID-19; however, LSA cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending LSA could increase your risk and your child(ren)'s risk of contracting COVID-19.
- c. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending LSA and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at LSA may result from the actions, omissions, or negligence of myself and others, including, but not limited to, LSA employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at LSA or participation in LSA programming ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless LSA, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of LSA, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any LSA program

16. Covid 19 Policies:

- a. At the start of the program, or at any time during the program, if I cannot attest to the following, I must notify LSA immediately and withdraw from the program. Unused portion of the program fee will be refunded.
  - i. I am not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.
  - ii. I have not traveled internationally within the last 14 days.
  - iii. I do not believe I have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19 within the last 14 days

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iv. I have not been diagnosed with Coronavirus/Covid-19 a within the last 14 days and not yet cleared as non contagious by state or local public health authorities.

b. In keeping with updated McKinney ISD policies, masks will be optional

Parent Name (Please Print) \_\_\_\_\_

Student Name (Please Print) \_\_\_\_\_

Signature \_\_\_\_\_ (Date)

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