

By registering for a Center for Architecture In-Person Youth Program, you agree to these Terms and Conditions.

## **Terms & Conditions:**

### **Program Rules & Policies:**

Students are expected to treat each other and all staff with respect, follow the group instructions and activities, and adhere to the Center for Architecture's [COVID-19 Health and Safety Protocol](#). Any student whose behavior disrupts the program or jeopardizes the safety of any member of the group will be given a warning and parents will be notified. If behavior does not improve, the Center for Architecture reserves the right to dismiss the student from the program.

### **Cancellation and Refund Policies:**

Registration for all programs is non-transferable. Tuition for all programs is non-refundable within four weeks of the program start date. If cancellation is made at least four weeks prior to the program start date, *and we are able to fill your space from our waitlist*, we will refund all but a \$100 registration fee for each cancelled week. *If we are unable to fill your space, we will not be able to provide any refund.* There are no exceptions to this policy. The Center for Architecture will not provide make-ups or refunds for days missed as a result of vacation plans, scheduling conflicts, illness (including COVID-19), emergencies, or other events beyond our control.

### **Release and Waiver of Liability and Indemnity Agreement:**

The parent(s) and/or legal guardian(s) of the "Student", a minor, in consideration of the opportunity to participate in the programs and activities of the Center for Architecture (the "Center"), hereby agree and acknowledge that:

1. The Student is participating in the Center's programs and activities with my consent and at my and the Student's own risk.
2. I understand that there are risks and dangers involved in any form of group activity and that these risks and dangers may be caused by one or more persons and factors, including, but not limited to, the condition in which the programs and activities take place or the action, inaction or negligence of any one of the other participants in the program or activity, other visitors to the Center for Architecture or the Releasees (as hereinafter defined).
3. There may be other risks and dangers relating to the Student's participation in the Center's programs and activities that are not reasonably foreseeable at the time of the program or activity or that are unknown to the Releasees at the time of the program or activity.
4. I, individually and on behalf of the Student and the Student's heirs, legal representatives and assigns, fully accept and assume all risks and dangers associated with the Student's participation in the Center's programs and activities and all responsibility for any loss, liability, damage or expense, whenever arising or discovered, and for any claim or demand on account of, or relating to, any injury to the Student (of whatever extent or nature) and any damage to the Student's property, including injury, loss or damage (of whatever extent or nature).
5. In the event of injury to or sickness of the Student, the Center is authorized to provide the Student at my expense, any medical or hospital care deemed necessary, and if deemed advisable, to arrange for the return of the Student to my custody, at my expense. I understand that if the Student becomes ill during the program, I will be notified to pick up the Student as soon as possible. I understand that if the Student tests positive for COVID-19, they will not be allowed to return to the program until they can provide a negative COVID-19 test or have completed the [CDC-recommended isolation period](#).
6. I, individually and on behalf of the Student, the Student's heirs, legal representatives and assigns, hereby release, waive, discharge and covenant not to sue the Center for Architecture, the AIA New York Chapter, their administrators, directors, officers, agents, volunteers and employees and any other participants in the Center's programs and activities (the "Releasees") from any liability, claims, demands, losses or damages (of whatever extent or nature) to the undersigned and to the Student however incurred or alleged to be incurred and hereby agree to indemnify the Releasees against any liability, claim, demand, loss or damage (of whatever extent or nature) on account thereof.

### **Consent for Use of Student Image:**

I agree to allow the Center or its agents to photograph or record the Student during their programs. I further agree that the Student's image or likeness in photographs, videos, or audio may be used and reused for educational or promotional purposes of the Center, or not-for-profit purposes selected by the Center for Architecture or their partner organizations, including posting on the Internet. I agree that the use described herein is without compensation to me or the Student. I waive any right to inspect or approve the finished electronic, photograph, or printed matter that may be used in conjunction with the printed matter now or in the future. I release any and all rights, titles and interest my child or I may have in said photographs, movies, video tapes, website productions, finished pictures, reproductions, copies or negatives of the same in connection with such uses. I expressly release the Center, its agents, employees, licensees and assigns from any and all claims which I or the Student may have for invasion of privacy, right of publicity, defamation, copyright infringement, or any other causes of action arising out of the herein prescribed use, adaptation, reproduction, distribution, broadcast or exhibition of such images and/or recordings.

**I have read the entire Terms & Conditions detailed above, fully understand their terms, understand that I have given up substantial rights by accepting this Agreement, and have accepted this Agreement freely and voluntarily without any inducement, assurance or guarantee of any nature.**