

## Online Youth Programs Terms & Conditions

By registering for a Center for Architecture Online Program, you agree to these [Terms and Conditions](#):

### Program Rules & Policies:

Students are expected to treat each other and all staff with respect, and to follow the group instructions and activities. Any student whose behavior disrupts the program or jeopardizes the safety of any member of the group or who engages in any form of cyberbullying toward another student or teacher or family (such as text messages, social media posts, emails, and discussion boards) will not be tolerated and parents will be notified. The Center for Architecture (the "Center") reserves the right to dismiss and expel a student from the program for such offending behavior.

### 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 the Student will participate in online programming and activities, and that participation in these activities carries certain inherent risks, including but not limited to the risk of data mining, phishing, viruses, malware, data breach of online information, cyberbullying, exploitation, victimization, cyber stalking, online grooming, cyber predators, and image replication. I voluntarily assume responsibility for all risks, known and unknown, involving the Student's participation in the aforementioned activities, and I voluntarily authorize his/her participation in reliance upon my own judgment and knowledge of the Student's experience and capabilities.
3. The digital content of the program, the images of the persons (including Students, teachers and others) participating in the program or viewable during the program, the audio created or occurring during each program and the teaching materials used during the program (collectively "Program Content") are not the property of the Student or parents. No use or reuse or recording or transfer or digital posting or any part of the Program Content is permitted.
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. I accept sole responsibility for the conduct and actions of the Student while s/he is participating in any Center program. I understand that although the Center persons may engage with the Student during online programming, the Program is not supervising the Student and I am and remain responsible for the Student's conduct and safety.
6. I, individually and on behalf of the Student, and the Student's heirs, legal representatives and assigns, hereby a) release, waive, discharge and covenant not to sue the Center, the Center for Architecture, the AIA New York Chapter, their teachers, administrators, directors, trustees, members, officers, agents, licensees, assigns, 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 me and to the Student however incurred or alleged to be incurred and b) hereby agree to indemnify the Releasees against any liability, claim, demand, loss, cost (including attorneys' fees and costs) 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.**