



## **2022 The Summer Art Academy Policy Agreement**

The Summer Art Academy is very excited to get back to serving our community and our Happy Campers for the spring break 2022!

Please carefully read and understand the entire contents of this 2022 The Summer Art Academy Policy Agreement prior to enrollment, as there are some important changes to policies from previous years. Parents and legal guardians (“you” or “your”) will sign the 2022 The Summer Art Academy Policy Agreement in agreement with the terms and conditions described when they enroll their children (our “Campers”) at The Summer Art Academy for summer 2022 through our online camp application. By signing the Agreement, you constitute your consent and agreement to be bound by all the terms and conditions of this Agreement. If you do not agree with any of the terms and conditions in the Agreement, we will unfortunately be unable to enroll your child into The Summer Art Academy for spring break 2022. This 2022 Summer Art Academy Policy Agreement is between you and GoGo Cart Productions, dba The Summer Art Academy (“The Summer Art Academy” or “Art Camp”).

### **Terms & Conditions**

#### **2022 SUMMER ART ACADEMY SESSION**

This spring 2022, The Summer Art Academy will run Spring Break for 1 week. Campers will attend Monday-Friday (5 camp days) for the week.

**Week 1- Monday, April 18th-Friday, April 22nd, 2022**



In order to comply with the applicable COVID-19 guidelines, The Summer Art Academy (“we”) will offer smaller group sizes (12-14 children maximum per group). If the applicable COVID-19 guidelines change, The Summer Art Academy reserves the right to add more children into each group . All applications will be submitted online.

### **DEPOSIT & TUITION FEES**

You will be charged a 5% non-refundable deposit fee (per family) at the time of application submission. The tuition balance for all sessions is due April 8th, 2022. If you apply after April 8th, your tuition will be charged in full at that time. All balances must be paid in full in order for your child to attend camp. Our 2022 Tuition Rate is \$500 per child, per week (“Tuition”).

You authorize The Summer Art Academy to charge your credit card, debit card, or financial institution account (via an automated clearing house (“ACH”) transaction), for all amounts as set forth in this Policy Agreement. Payment by Credit Card will incur approximately a 4% processing fee and will be charged with any payment made by credit card and is not refundable. You will not be charged a processing fee if you make payments via ACH or e-check (available for online payments) or via check or cash. The Summer Art Academy reserves the right to charge the credit card on file for any outstanding camp balance owed.

### **ADDITIONAL FEES-(RETURNED CHECKS)**

You will be charged a \$15 fee on all returned checks.

### **CANCELING YOUR ENROLLMENT**

Should you decide to cancel your enrollment for any reason before March 13th, 2021, we will be able to issue you a full refund minus your 5% deposit and any credit card processing fees if paid with a credit card. After March 13th there are no refunds issued if you decide to cancel your camp enrollment. See below The Summer Art Academy 2021 policy for cancellations and absences related to COVID-19.

If your child is dismissed from our summer program for disciplinary measures, you will receive a prorated refund in the amount of any unused tuition for the time remaining. While The Summer Art Academy strives to make Camp enjoyable for all Campers, satisfaction with the experience is subjective on the part of the child and the parent. Therefore, it is understood and agreed that The Summer Art Academy cannot and does not



guarantee or warrant any campers' satisfaction. It is also understood and agreed that there are no other agreements, expressed or implied, between The Summer Art Academy and you or your child regarding The Summer Art Academy programs or activities.

### **MAKE UP DAYS**

You are financially responsible for all camp days that your child has registered to attend. The Summer Art Academy does not offer any prorating or discounts for travel or any other reasons. See below The Summer Art Academy 2021 policy for cancellations and absences related to COVID-19.

### **ABSENCES DUE TO COVID-19 OR ILLNESS**

Partial refunds will be issued if a camper misses five or more days due to COVID-19 exposure. If a camper misses less than five days, no refund will be issued. This includes campers who are quarantined from camp due to a COVID-19 exposure or a positive COVID-19 test, and provide written certification of the same (with a Doctor's note). This also includes campers who exhibit COVID-19 symptoms and have a Doctor's note confirming these symptoms. In any of these scenarios, we will offer a 50 percent refund for the missed days (starting on day 5), minus the 5% deposit fee and any credit card processing fees.

### **CLOSURE OF CAMP**

If camp is forced to close due to the county or state authorities before camp starts (April 18th, 2022), The Summer Art Academy will offer a 90% refund per family (minus the 5% deposit fee and any credit card processing fees). Summer Art Academy will keep the additional 10% to cover rent, utilities, operating/planning expenses and other miscellaneous non-recoverable expenses.

If camp is forced to close due to the county or state authorities at any point after the spring break session has begun on April 18th, 2022, no refunds shall be offered by The Summer Art Academy for any period(s) of closure. Under these circumstances, The Summer Art Academy will take whatever reasonable steps we can to attempt to reopen camp as soon as practicable. We will also offer to roll over your tuition to summer or winter 2022.



## COVID-19 PANDEMIC PLAN

COVID-19 is with us for the foreseeable future and The Summer Art Academy's reopening plan is in agreement with public health experts. We have based our plan on recommendations from the California Department of Public Health, the Los Angeles County Department of Public Health, the American Camp Association, and the CDC. This plan requires the FULL cooperation of our Summer Art Academy families. When your child is not in camp, we ask that you continue to make responsible choices.

## **THE SUMMER ART ACADEMY'S COVID-19 PREVENTION PROCEDURES & POLICIES**

1. Proper hygiene - hand washing stations around campus.
2. Mask Wearing for all campers, staff members and parents (when dropping off/ picking up). *\*Please send your child to camp wearing a mask and please have an extra 1-2 masks in their lunchbox or backpack each week. We will also provide opportunities and areas for children to take "fresh air breaks" safely outside.*
3. Physical Distance during both indoor and outdoor activities as much as possible. Signage throughout campus in order to reinforce physical distancing.
4. Extra cleaning and sanitizing daily on high touch areas. Staff to ensure extra deep cleaning throughout the day, and each night. Campers spend a portion of their days outside in fresh air.
5. Daily health screenings for every camper and staff members. Daily Temperature checks.
6. Prompt identification and isolation of sick individuals and protocols for contact tracing.
7. Employee training & ongoing communications.
8. Water Bottles - Please send your child to camp with a large refillable water bottle. If they need a refill, an adult will help them do that.

## **ILLNESS**

Please do not send your child to camp should they show any signs of illness. Please make sure to take your child's temperature before arriving each day at camp and fill in our daily health screening. If a child is sick or experiencing symptoms at camp, we will call you immediately. It is very important that the camper be picked up as soon as possible.



SCENARIOS (If a child is sent home from camp displaying illness, or doesn't attend camp because they are displaying illness)-

1. Child has Covid-like symptoms but has not been tested: Can return after 10 calendar days since first symptoms IF 72 hours fever free (without medication) AND symptoms improving. But since Spring Break Camp is only 1 week, we will have to roll over tuition for either our Summer or Winter Camp 2021.
2. Child's Test Results are Negative for COVID-19: If illness symptoms, but a negative test on Day 1, no other diagnosis: must be 72 hours fever free AND have a negative test on Day 10. With no alternative diagnosis, high likelihood of false negative. If a negative test AND an alternative diagnosis (flu/strep etc) - 72 hour fever free and improving symptoms AND Doctor's note saying they can return and are no longer contagious. Again, since Spring Break Camp is only 1 week, we will have to roll over tuition for either our Summer or Winter Camp 2021.
3. Child has a Positive COVID-19 test: We will notify the local health department, isolate the case and exclude from camp. Recommend testing of contacts. Disinfection and cleaning of rooms and spaces where the child was. Camp remains open. Child can return IF symptoms improve, 72 hours fever free AND 10 day quarantine. Again, since Spring Break Camp is only 1 week, we will have to roll over tuition for either our Summer or Winter Camp 2021.

## **EXPOSURES**

If a camper's family member is COVID-19 positive, then that camper must quarantine for 10 calendar days. The rest of the group may continue to attend on campus.

If a camper or staff member attends camp and is COVID-19 positive, the entire group will quarantine for 10 calendar days. Again, since Spring Break Camp is only 1 week, we will have to roll over tuition for either our Summer or Winter Camp 2021.

## **ADDITIONAL DECLARATIONS AND WAIVERS:**

I allow my child's image to be used in any and all promotional photographs, videos or websites and print ads.

I do not hold The Summer Art Academy responsible for any articles of clothing or personal belongings that are lost or damaged by theft, fire, natural disaster or other occurrence. I warrant that I am not a minor, and I am not being released or utilized by the releasees whether caused by any negligent act or omission of releasees or otherwise.



ACCEPTING BELOW HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE The Summer Art Academy, its employees, offices, and agents (all hereinafter referred to as “releasees”) from all liability to the undersigned, his or her personal representatives, assigns, heirs, and next of kin for any

loss, damage, or claim therefore on account of injury to the person or property of the undersigned, whether caused by any negligent act or omission of the releasees or otherwise while the undersigned is participating in any of The Summer Art Academy activities including but not limited to eating prepared food, or using any facilities or equipment in connection with the activity.

ACCEPTING BELOW HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS releasees from all liability, claims, demands, causes of action, charges, expenses, and attorney fees (including attorney fees to establish the releasees right to indemnity or incurred on appeal) resulting from involvement in this activity whether caused by any negligent act or omission of the releasees or otherwise.

ACCEPTING BELOW HEREBY ASSUMES FULL RESPONSIBILITY FOR RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE while upon property leased or utilized by the releasees or participating in the activity or using any facilities and equipment leased or utilized by the releasees whether caused by any negligent act or omission of releasees or otherwise.

In the event of a perceived emergency injury or illness to my child while attending The Summer Art Academy, I hereby authorize The Summer Art Academy to consent to medical treatment on behalf of my child. By accepting below, as parent or legal guardian of the child identified on this form, you hereby authorize The Summer Art Academy and its adult officers, employees and agents into whose care the registered child has been entrusted, to consent to any x-ray, examination, anesthetic, medical or surgical diagnosis or treatment and hospital care to be rendered to said minor under the general or special supervision and upon the advice of a licensed physician or surgeon. To also disclose any personal medical information regarding said minor to medical professionals. This authorization is given pursuant to the provisions of section 6910 of the Family Code of California. It is understood that if time and circumstances reasonably permit, The Summer Art Academy will endeavor, but is not required, to communicate with the parent or guardian prior to consenting to such treatment. The undersigned further agrees to RELEASE, WAIVE, DISCHARGE AND COVENANTS NOT TO SUE EITHER The Summer Art Academy its employees, officers and agents on behalf of the undersigned, the registered minor and their personal representatives,



assigns, heirs, and next of kin for any loss, damage, or claim therefore on account of any injury to the minor associated with any medical care performed or provided with consent given pursuant to this authorization. This authorization to consent to treatment of the minor identified above is given to The Summer Art Academy in conjunction with any activity or event in which the minor's care is entrusted to The Summer Art

Academy. It is understood that in the event that this Agreement is accepted by one parent or guardian, the parent or guardian acknowledges that he/she is also acting as agent of the other parent/guardian with authority to accept this Agreement on his or her behalf.

ACCEPTING BELOW EXPRESSLY AGREES that the foregoing release and waiver, indemnity agreement and assumption of risk are intended to be as broad and inclusive as permitted by California law and that if any portion thereof be held invalid, notwithstanding, the balance shall continue in full legal force and effect.

I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING and that I am aware of the legal consequences of this agreement, including that it prevents me from suing The Summer Art Academy, its employees, offices, and agents if my child is injured or damaged for any reason as a result of their participation in this activity. I further acknowledge that no oral representations, statements or inducements have been made.

#### GOVERNING LAW.

This agreement shall be governed by, construed, and enforced in accordance with the law of California.

#### DISPUTE RESOLUTION

You and The Summer Art Academy agree that any dispute, claim or controversy arising out of or relating to this Agreement and you and your child's enrollment and participation in the The Summer Art Academy (collectively "Disputes") will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. You acknowledge and agree that you and The Summer Art Academy each are waiving the right to a trial by jury or to participate as a plaintiff as a class member in any class action proceeding. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of the agreement contained in these Terms. *Arbitration Rules and Governing Law.* The



arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “AAA Rules”) then in effect, except as modified by this “Dispute Resolution” section. (The AAA Rules are available at <http://www.adr.org> or by calling the AAA at 1-800-778-7879). The Federal Arbitration act will govern the interpretation of this section. Unless you and The Summer Art Academy agree otherwise, the arbitration will be conducted in Los Angeles, California. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and The Summer Art Academy submit to the arbitrator, unless you request a hearing and the arbitrator then determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by AAA Rules. Subject to AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

#### **BINDING EFFECT**

This Agreement shall be binding upon the heirs, personal representatives, administrators, executors, and assigns of each of the parties.

#### **PARTIAL INVALIDITY**

It is expressly understood and agreed by the parties that should any paragraph or any provision or portion of this agreement be held invalid, illegal, or void, then and in such event, any paragraph, provision, or portion so held to be invalid, illegal, or void shall be deleted from this agreement, and this agreement shall be read as though such invalid, illegal, or void paragraph, provision, or portion was never included herein, and the remainder of such agreement excluding such invalid, illegal, or void paragraph, provision, or portion shall nevertheless subsist and continue with force and effect.

IT IS UNDERSTOOD THAT THIS CONTRACT CONSTITUTES THE FULL UNDERSTANDING of the parties hereto and no change, modification or waiver of any of the terms shall be effective unless in writing and signed by both parties.

#### **MODIFICATION OF AGREEMENT**

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.





### **ASSIGNMENT OF RIGHTS**

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, corporation, or other entity without the prior, express, and written consent of the other party.

### **SECTION HEADINGS**

The titles to the sections of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement. Each party to this agreement has caused it to be executed at [place of execution] on the date indicated below  
Each party to this agreement has caused it to be executed on the date indicated below.

**\*\*REMINDER\*\* - *WHEN YOU ENROLL IN THE SUMMER ART ACADEMY ONLINE, YOU WILL SIGN & DATE THIS POLICY AGREEMENT.***

STATING THAT YOU HAVE CAREFULLY READ THIS 2022 SUMMER ART ACADEMY POLICY AGREEMENT, THE CONSENT FORM AND LIABILITY WAIVERS HEREIN, FULLY ALL OF THEIR TERMS, UNDERSTAND THE RIGHTS THAT YOUR CHILD AND YOU FORFEIT BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.