



### **Terms, Conditions & Waiver**

As consideration for being allowed to participate in the programs offered at Rrooar, Coding & Robotics Academy of The Rrooar LLC, the undersigned, on his or her behalf, and on the behalf of the Participant identified below, acknowledges, appreciates, understands, and agrees to the following:

1: I represent that I am the parent or legal guardian of the Participant named below or I have obtained permission from the parent/legal guardian of the Participant named below to execute this agreement on their \_\_\_\_\_ behalf.

2: I acknowledge and understand that there are known, and unknown risks associated with participation in Rrooar, Coding & Robotics Academy activities.

3: I, for myself and the Participant named, willingly assume any potential risks associated with participation and accept that there may also be risks that may arise due to other participants which I also willingly \_\_\_\_\_ assume.

4: I agree that the Participant named, and I shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions as conditions for participation in any activities at this Academy.

5: I, for myself, the Participant named, our heirs, assigns, representatives, and next of kin agree to hold harmless, release, waive and indemnify the independent owner of this Rrooar, Coding & Robotics Academy facility, The Rrooar LLC, their predecessors, parent, subsidiaries and affiliates, officers, volunteers, and employees from any and all injuries, liabilities or damages from participation, except for those arising from the gross negligence or willful misconduct of the academy.

6: I additionally agree to indemnify The Rrooar LLC, their predecessors, parent, subsidiaries and affiliates, officers, volunteers, and employees for any defense cost or expense arising from any and all claims, injuries, liabilities or damages arising from participation, except for those arising from the gross negligence or willful misconduct of the academy.

7: I am of physical ability to participate and am legally competent to understand and complete this agreement. I hereby execute this agreement without coercion.

8: I understand that registration, by myself and the participant named, constitutes consent for The Rrooar LLC to use any film, video, or likeness of participants for any purpose whatsoever, without payment to the participant. I agree & authorize The Rrooar LLC to use my photos & videos as recorded in the class or specifically for advertising, to be used for advertising/marketing, promotional, sales materials, newsletters, publications, and the website of Rrooar. I affirm that I have not received any monetary compensation and will not be receiving any monetary compensation, royalties or commissions for this now and in the future. I further understand that this consent may be withdrawn by me at any time by providing a written notice.

9: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

10: I assign all intellectual property ownership rights to The Rrooar LLC including, without limitation, copyrights, patents and other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, works of authorship and confidential information developed or created by the participant while associated with Rrooar, Coding & Robotics Academy.

11: I am aware of the pandemic situation and understand that the Academy will be following state and county guidelines for the operations. I, for myself and the Participant named, willingly assume any potential risks associated with participation and accept that there may also be risks that may arise due to other participants which I also willingly assume.

12: I understand and agree that the participant is not to access, post, display, or otherwise use material that is discriminatory, libelous, defamatory, obscene, sexually explicit, or disruptive.

13: I understand and agree that the participant is not to bully, harass, intimidate, or threaten other students, staff, or other individuals ("cyberbullying") and must not disclose, use, or disseminate personal identification information of another student, staff member, or another person with the intent to threaten, intimidate, harass, or ridicule that person.

14: A subscriber may cancel their subscriptions at any time with a 30-day notice period. The subscriber is liable for payment of all services rendered during the subscription period and for any cancellation requests less than 30 days.

Subscription Classes are not held during spring break (of the local school district), summer break, Thanksgiving and Winter breaks. Make-up classes are not offered for these camps. There are no additional charges for 5-week months.

15: Make-up class policy. The subscription classes are group classes and as a general policy, make-up classes are not offered. That said, it is our goal to ensure no child is left behind and depending on the subject and topic, additional time is scheduled with the student to ensure they are caught up with the rest of the group if they do miss a class. This is at the sole discretion and decision of the coach. There are no make-up classes for the camps during Spring, Thanksgiving and Winter breaks.

16: To avail summer camp subscription related discounts, the student must have an active subscription on file for Camps during Spring, Thanksgiving and Winter breaks. For Summer Camp subscription discounts, the student must have an active subscription on the last working day of the pre-summer session.

17: Refunds. Fee is non-refundable. The Company may decide to make an exception for special circumstances. An approval must be obtained from the Chief Executive Office of The Company by sending an email to [contact@rroar.com](mailto:contact@rroar.com) and providing details of the special circumstances. Refunds are subject to 5% administrative fee on the original amount.

18: Text Reminders: By signing up for subscription classes at the Academy, you are opting in for automated text alerts.

19: Any controversy, dispute, or claim arising out of or related to this Agreement, which the parties are unable to resolve by mutual agreement, shall be settled exclusively by submission by either party of the controversy, claim or dispute to binding arbitration; said arbitration to take place exclusively before a single arbitrator located within 25 miles of the location and in accordance with the rules of the American Arbitration Association then in effect.

General Event or Program Waiver, Release, Hold Harmless, and Indemnification Agreement.

Child Full Name (Print) \_\_\_\_\_

Parent Full Name (Print) \_\_\_\_\_

Parent Sign & Date \_\_\_\_\_