## Snapology & Mighty Coders Summer Camp 2021 Terms & Conditions

Assumption of Risk Policy: Participant or Participant's parent/guardian agrees to waive all claims that they have or may have against Snapology and/or Mighty Coders arising out of Participant's participation in the Activities or the use of any building blocks or other equipment ("Equipment"), including while receiving instruction and/or training. Participant or Participant's parent/guardian agrees to assume all risks of participating in the Activities and using the Equipment, even those caused by the negligent acts or conduct of Snapology and/or Mighty Coders, its owners, affiliates, operators, employees, agents, and/or officers. Participant and his/her parent(s) or legal guardian(s) understand that there are inherent risks of participating in the Activities and using the Equipment, which may be both foreseen and unforeseen.

Release of Liability Policy: Participant or Participant's parent/guardian agrees to release Snapology and/or Mighty Coders, its owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, or expense that Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training. Participant and his/her parent(s) or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any negligent acts or conduct of Snapology and/or Mighty Coders, its owners, affiliates, operators, employees, agents, and/or officers, to the fullest extent permitted by law. However, nothing herein shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct.

<u>Liability Policy</u>: Participant or Participant's parent/guardian agrees to indemnify Snapology, its owners, affiliates, operators, employees, agents, and/or officers, from all liability for any loss, damage, injury, death, or expense that Participant (or his/her next of kin) may suffer, arising out of participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training. Participant or Participant's parent/guardian agrees to be responsible for any medical bills related to treatment of any illness or accident sustained while at a Snapology program. Participant and his/her parent(s) or legal guardian(s) hereby consent to allow any Snapology and/or Mighty Coders supervisor to procure any medical treatment deemed advisable on behalf of Participant without prior consent. Snapology and/or Mighty Coders does not provide medical insurance.

<u>Payment/Cancellation Policy</u>: Full payment is due at the time of registration in order to secure enrollment in this Snapology and/or Mighty Coders activity. This is a non-refundable fee under the following conditions.

CANCELLATION BY YOU: We understand that things come up and you may need to cancel or transfer your child to another date or session.

TRANSFER: Simply contact us to let us know the new date or session for which you wish to re-enroll your child. REFUND: If you cancel with more than 4 weeks till the session start date, then you will receive a full refund less the applicable processing fee. If you cancel 2-4 weeks prior to the session start date, a 50% refund will be issued. No refund is provided if you cancel within 2 weeks prior to the session. MEDICAL ISSUES: We understand that medical issues may arise. Please call us as soon as possible to inform us of your need to cancel. We will provide a full refund less the applicable processing fee if you submit a written excuse from your child's physician. Otherwise, we're happy to transfer your child to another session.

CANCELLATION BY SNAPOLOGY AND/OR MIGHTY CODERS: In the event that the activity is canceled, due to low enrollment or any other reason, you will be refunded accordingly.

CANCELLATION DUE TO COVID-19 PUBLIC HEALTH EMERGENCY: We will provide a full refund less the applicable processing fee.

PRORATIONS: Camp fees are not prorated for days missed.

Media Policy: Participant or Participant's parent/guardian agrees to waive ownership of any photographic records taken by or on behalf of Snapology and/or Mighty Coders and agrees to permit Snapology and/or Mighty Coders to use Participant's image in photographic, digital, or electronic format, for and in publications, brochures, website, or other media, without limitation, and agree not to make any claim for misappropriation of personality, breach of privacy, or other loss or damages against Snapology and/or Mighty Coders in respect thereof. Participant and his/her parent(s) or legal guardian(s) also understand that Snapology may provide such photographs for use by a third party with whom Snapology and/or Mighty Coders may choose to associate with for joint marketing purposes (i.e., a community recreation center, school or business where Snapology and/or Mighty Coders activities are being co-promoted).