

The following waiver is standard on all of our registration forms. By submitting your order with us, you are agreeing to the information below. If you have any questions or comments, please email us as info@myati.org immediately.

**IF YOU CONTINUE WITH THE REGISTRATION PROCESS,
YOU ARE AGREEING TO THE FOLLOWING:**

I hereby agree to indemnify and hold harmless ADS Technology Incorporated dba Arts & Technology Institute, its officers, employees and volunteers, from and against any and all damages, loss, liability, charges and expenses in any way arising out of my (or my children's) participation in the program for which I am registering.

CAMP REFUND POLICY: I understand that there is a **limited two-week cancellation policy** that would entitle me to a full refund of tuition. Terms associated with any partnering program (such as a hotel stay) are independent and not associated with ADS Technology Incorporated dba Arts & Technology Institute. Anything paid to those entities do not apply to these terms. If I must cancel less than two weeks prior to the enrolled session, **refunds will only be issued if my child's space is filled.** I also understand that ADS Technology Incorporated dba Arts & Technology Institute does not issue refunds under any circumstance once my session has started.

AFTER SCHOOL REFUND POLICY: I understand that there are absolutely no refunds after the first week of class. If I must cancel before the first week is complete, I will do so by contacting ADS Technology Incorporated dba Arts & Technology Institute directly. Any organization at which the program is held is indemnified and held harmless of all situations that arise from your participation in this program.

PUBLICITY POLICY: I give permission to ADS Technology Incorporated dba Arts & Technology Institute to photograph or video me or my children participating in the program(s) for which I am registering for use in future publicity, and I acknowledge that neither I nor my children will receive any compensation for such use. I recognize that ADS Technology Incorporated dba Arts & Technology Institute takes every precaution in protecting the students' privacy and never publishes names with photographs. If I object to the publicity, I acknowledge that I may state so in writing and have my child exempt from ADS Technology Incorporated dba Arts & Technology Institute photography and/or videography.

HEALTH AND MEDICAL WAIVER: The student's parent/legal guardian warrants that the student is physically fit and able to participate in the ATI activities, and consents to any employee, agent, or other personnel affiliated with ADS Technology Incorporated dba Arts & Technology Institute's courses and classes ("ADS Technology Incorporated dba Arts & Technology Institute personnel"), to seek medical attention and treatment or other measures deemed necessary or advisable in the discretion or judgment of ADS Technology Incorporated dba Arts & Technology Institute personnel for the student(s) that you are enrolling in the event of an accident, sudden illness, or other condition that occurs while the student is in the care or under the supervision of ADS Technology Incorporated dba Arts & Technology Institute personnel. Furthermore, the student's parent/legal guardian warrants that the student has had all immunizations as required by his/her school.

The parent/legal guardian further understands that ADS Technology Incorporated dba Arts & Technology Institute personnel will make reasonable efforts to notify the parent/legal guardian or another parent of the student in the case of an accident, sudden illness or other condition, but authorizes ADS Technology Incorporated dba Arts & Technology Institute personnel to seek such care or treatment, and for any care or treatment to be administered, even in the event that either parent or

legal guardian are not contacted prior to the seeking or rendering of such, care, treatment, or other measures.

The parent/legal guardian agreeing to this form releases ADS Technology Incorporated dba Arts & Technology Institute, from and of any liability for such decisions or actions in seeking medical care, and agrees to pay all the costs and fees for the medical care or treatment authorized under this emergency medical authorization.

You understand that ADS Technology Incorporated dba Arts & Technology Institute reserves the right to cancel a session. If a session is cancelled, you understand that you may enroll your son/daughter/ward in another session. If one is not available for the same dates, a refund will be issued for all monies paid to ADS Technology Incorporated dba Arts & Technology Institute for the cancelled session. You understand that if ADS Technology Incorporated dba Arts & Technology Institute is forced to close a session based on a recommendation by the local Health Services Department (i.e. pandemic flu etc.) or due to other acts of nature, no refunds will be issued. The tuition paid for the cancelled session can be applied to a camp voucher that can be used for a future camp week during that same season (as space permits) or will be carried over to the next season.

LIABILITY POLICY: On behalf of your son/daughter/ward, the parent/guardian hereby releases ADS Technology Incorporated dba Arts & Technology Institute, its owners, agents, partners, investors, facility providers and employees from liability (INCLUDING CLAIMS BASED UPON NEGLIGENCE) for damage or injury to your son/daughter/ward or damage of any personal property, accepting yourself the full responsibility for any and all such damage or injury which may result directly or indirectly from any negligent acts or activities associated with ADS Technology Incorporated dba Arts & Technology Institute. However, you understand that you are not releasing ADS Technology Incorporated dba Arts & Technology Institute, its owners, agents, partners, facility providers, and employers from gross negligence, reckless conduct or intentionally tortuous conduct. To the extent this release conflicts with state/provincial law governing releases, this release is to be given the fullest force and effect permitted under state/provincial law. Should any part of this contract be found invalid or not enforceable by a court of law, then the remaining portion shall continue to be valid and in force.

YOU UNDERSTAND THAT THERE IS RISK OF INJURY TO THE NAMED PARTICIPANT AS A RESULT OF CAMP/ ADS Technology Incorporated dba Arts & Technology Institute ACTIVITIES, AND KNOWINGLY AND VOLUNTARILY ASSUME ALL RISK OF SUCH INJURY. By ENTERING "MY ACCOUNT," it certifies that you, the Parent/Guardian, agrees to the terms stated WITHIN, and WILL TAKE the time to ensure that ALL information in the HEALTH HISTORY FORM AND EMERGENCY CONTACT INFORMATION WILL BE UP-TO-DATE AND ACCURATE TO THE BEST OF YOUR KNOWLEDGE, PRIOR TO ATTENDING THE ADS TECHNOLOGY INCORPORATED DBA ARTS & TECHNOLOGY INSTITUTE PROGRAM.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY BOTH PARTIES.

ARBITRATION IN LIEU OF LITIGATION: You agree that any dispute arising out of or relating to this Agreement, your Participant's participation, ADS Technology Incorporated dba Arts & Technology Institute or otherwise arising between the parties, including, without limitation, any Participants statutorily created or protected rights, as permitted by applicable state/province or federal laws, shall be settled by arbitration in Denton County, Texas, in accordance with the Commercial Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. The prevailing party in the arbitration shall **NOT** be entitled to recover expenses including costs and reasonable attorney's fees associated therewith.

Should any part of this contract be found invalid or not enforceable by a court of law, then the remaining portion shall continue to be valid and in force. You hereby acknowledge that you understand the terms of the *arbitration agreement*, that you understand it, and agree to comply with all of its terms and provisions.

PARTICIPANT CODE OF CONDUCT: Arts & Technology Institute has the right to dismiss any individuals if their actions or attitudes are deemed detrimental, as set forth below in the ADS Technology Incorporated dba Arts & Technology Institute Code of Conduct, to the general atmosphere of the camp and that there shall be no refunds issued for such dismissal.

You agree that you have read through, understand and agree to the ADS Technology Incorporated dba Arts & Technology Institute Code of Conduct. You further agree that you will review the ADS Technology Incorporated dba Arts & Technology Institute Code of Conduct with your participant(s) that is/are participating in a program run by ADS Technology Incorporated dba Arts & Technology Institute. As the parent/guardian of a participant attending an ADS Technology Incorporated dba Arts & Technology Institute program, you understand that your participant must act in a way that is in keeping with the ADS Technology Incorporated dba Arts & Technology Institute Code of Conduct. You also understand that your participant can be dismissed from camp if actions or attitudes seem to be harmful to the camp atmosphere or to other participants at the camp.

You understand that your participant can be dismissed, without a refund, for the following reasons: Drug/Alcohol/Tobacco use; Viewing pornography or any inappropriate material on the Internet; Inappropriate language (swearing, using bad words, racial slurs); Physical violence or threats of physical violence against participants or ADS Technology Incorporated dba Arts & Technology Institute staff; Damage to ADS Technology Incorporated dba Arts & Technology Institute facilities or equipment, Stealing property of others; Inappropriate use of equipment; Sexual Harassment of participant or ADS Technology Incorporated dba Arts & Technology Institute staff; Internet hacking; or Bullying.

The following items CANNOT be brought to ADS Technology Incorporated dba Arts & Technology Institute facilities: Personal Laptop or Desktop computers (Participants are provided with a computer during sessions, and we must be able to monitor internet use at all times. Certain filtering software is placed on ADS Technology Incorporated dba Arts & Technology Institute computers, and this may not be the case with a personal computer. It is for the safety and security of all that we ask participants not to bring personal computers to camp.); Televisions, DVD players, VCRs, and game consoles (We want participants to participate in group activities and socialize with other participants.); Roller blades, skateboards, shoes with wheels: unless this is the participant's only mode of transportation to/from the ATI session, in which case, it must be checked in upon entrance to ATI/checked out upon exit to sessions; Personal pets or animals are not allowed to be brought to sessions.

If possession of illegal substances or weapons is suspected, participant(s) will be subject to search and seizure. If possession of illegal substances or weapons is found, participants(s) will be dismissed from camp immediately. Participant (and therefore Parent/Guardian) is responsible for any personal items brought to sessions. Participant promises to respect all ADS Technology Incorporated dba Arts & Technology Institute staff members and participants while treating the facilities and equipment with great care.

Parent and participant understand the policy that it is OK to bring the following electronic devices to sessions, but they may not be used or turned on during instructional time: Cell Phones, Smart Phones, E-Book Readers, etc. If you have any doubt about a particular item, please contact ADS Technology Incorporated dba Arts & Technology Institute office with any questions before your arrival at the ADS Technology Incorporated dba Arts & Technology Institute.

Parent and participant understand that ADS Technology Incorporated dba Arts & Technology Institute reserves the right to dismiss Participant from camp without any prior warning for violating any of the terms of the Participant Code of Conduct.

You understand that in general, ADS Technology Incorporated dba Arts & Technology Institute views social networking sites (e.g. MySpace, YouTube, Facebook, etc), personal websites, and web logs (blogs) positively and respects the rights of our participants to use them as a medium for self expression. ADS Technology Incorporated dba Arts & Technology Institute does, however, also recognize the potential dangers associated with the abuse of social networking sites, and has set forth the following policy.

You further understand that for the safety of our participants and to protect the privacy of our staff, ADS Technology Incorporated dba Arts & Technology Institute requires that participants observe the following policies:

1. Any projects or websites created by participants and hosted on ADS Technology Incorporated dba Arts & Technology Institute servers may not contain links to websites containing personal information or inappropriate material.
2. ADS Technology Incorporated dba Arts & Technology Institute does not allow the use of its company logo or those of their corporate partners or community partners on any personal website, social networking group, or blog without written permission by ADS Technology Incorporated dba Arts & Technology Institute or its corporate or community partners.
3. Participants should also be aware that under no circumstances are staff members allowed to give personal contact information for social networking sites, personal websites, blogs, or instant messenger programs. This must be arranged by the participant's parent through the Human Resources Department at ADS Technology Incorporated dba Arts & Technology Institute.
4. Participants may not give their personal contact information to a staff member. To correspond with instructors after camp, the participant's parent must contact the Human Resources Department at the main office to grant permission for the participant to contact the staff member. The Human Resources department will then contact the staff member on behalf of the participant.

ADS Technology Incorporated dba Arts & Technology Institute makes every reasonable effort to prevent participants from being exposed to inappropriate web content. As a safeguard, ADS Technology Incorporated dba Arts & Technology Institute installs internet filtering software on camp computers. No software is 100% perfect, and some inappropriate content may inadvertently be accessed. ADS Technology Incorporated dba Arts & Technology Institute takes reasonable precautions to guard against inappropriate material from being viewed. If inappropriate content is viewed, the instructor will follow standard class protocol. Please understand that participants found in violation of our "common sense" internet policy may be removed from class session without receiving a refund.