WAIVER/TERMS OF SERVICE

Please note, upon enrollment in a class on our Sawyer registration site, you check a box during the payment process indicating that **you agree to our Waiver/Terms of Service**. The full text of this statement is available in the family handbook (downloadable on our website), and is also printed below. If you have any questions, please contact us.

General Liability

I hereby certify that the enrollee [child] has no condition, of any kind, that prohibits full participation in the activities led by Bitty City Players [Bitty City or BCP]. I assume all ordinary risks when my child participates in said activities in the school or public facilities and BCP rooms, and I hereby release BCP and any of its staff members from liability for any injury or damage suffered in the course of participating in said activities.

Conditions of Participation

I will be forthcoming about my child's needs and challenges, I understand Bitty City wants the best for my child and all children in the program, and I am willing to participate in good faith in discussion about my child with Bitty City staff and school staff, and to reinforce behavioral expectations at home.

I assume liability for any damage caused by my child to the facility or equipment/materials used by BCP.

I understand that if my child does not, or becomes unable to, follow instructions from Bitty City Staff, and/or poses a safety risk to themselves, staff, or other program participants, he/she may be asked to leave the program, and that in this case I will forfeit my deposit, and any partial refund on any other payments made will be at the discretion of BCP.

Responsibility for Payment

I understand my child's enrollment in the program is contingent upon payment of tuition and fees determined by Bitty City, and I am responsible for the full and timely payment of all tuition and fees.

I agree to keep my payment information in my registration account up to date (credit card, debit card, or bank account), and I authorize Bitty City to charge fees and installment payments to this method of payment. I understand if my payment is late or incomplete, I may be charged a fee and my child's participation in the program may be suspended.

I understand that application for financial assistance does not guarantee a family will receive said assistance, and I understand that families receiving financial assistance may be responsible for a portion of the tuition and fees, and for the full and timely payment of that portion. I understand refunds and changes are at the discretion of BCP.

Medical Authorization and Waiver

I have provided BCP with complete and accurate information on any of my child's vaccinations, allergies, and any challenges which might be relevant when planning program activities or choosing materials.

In the case of in-person activities, I have submitted - or will submit before my child's first day of BCP activities - a complete and truthful medical form signed by my child's physician.

In case of emergency, if I and my child's emergency contacts cannot be reached, I authorize BCP, its representatives and employees, to provide first-aid for my child, and if it is necessary, in their best judgment, to contact and secure further medical attention for my child.

Assumption of COVID-19 Risk and Waiver of Liability

I understand that BCP is taking precautions per the guidance of authorities to keep my child safe and healthy. I certify that likewise all members of my household follow all reasonable COVID safety measures, and I will continue to take all necessary precautions to help safeguard the health of my child's learning community.

My child will wear a mask or face covering when asked, as will all adults who may enter the school building to pick my child up from afterschool.

I assume responsibility for monitoring the health of my children and household members, and I will promptly notify BCP if I detect any fever, respiratory difficulties, symptoms of MIS-C, or other health concerns in my children, or in anyone with whom they have been in contact recently. If my child is at all symptomatic or has been exposed to Covid-19, I will keep them home from the program

I understand and voluntarily assume the risks inherent to my child engaging in activities outside my household. I release from liability, indemnify and hold harmless Bitty City Players, and any of its representatives and employees, and waive any and all claims, for any illness, injury, damage or loss of any kind that my children or household may experience in connection with my child's participation in BCP program activities. I understand and agree that this release includes any claims made, by myself or on my behalf, based on exposure to COVID-19 or other illness resulting from the actions, omissions, or negligence of myself and others, including, but not limited to, BCP, its employees, agents, and representatives, and fellow program participants and their families.

Communication Consent and Photo/Image Release

I give permission to Bitty City and its staff and representatives to communicate with me and with my child's caregivers via any phone numbers, email addresses, or other contact information provided to BCP, or from which I or another of my child's caregivers contact BCP.

Communication includes, but is not limited to, phone calls, SMS/texts, and emails, for informational, marketing, or other purposes. I understand that I can opt-out of non-transaction-related communications by contacting BCP.

I hereby grant to BCP and its legal representatives, the irrevocable, absolute, and unrestricted right to use and publish the likeness, photograph, or film of my child, or in which my child may be included, for editorial, trade, advertising, website, social media, and any other purpose, in any manner or medium, and to copyright same. I hereby release BCP and its representatives from all claims, royalties, and liability related to the use of said likeness.

Bitty City Players appreciates the trust our clients place in us, and place a high value on the privacy of children and families. We always use photos with great care and minimal identifying details. If you do not want your child's photograph used, or used in specific ways, simply contact BCP and we will do our best to accommodate your preferences.

Thank you again for being our partner in this program! You may reach out to <u>admin@bittycityplayers.com</u> with any questions