



Student Waiver

This agreement is entered into between class registrant and South County Art Association (SCAA) in consideration of being allowed to participate in SCAA classes.

Student Refund Policy

Student cancellation must be at least 10 days before the start of a class for a refund, less a \$20 fee. The \$20 non-refundable registration fee is included in the class tuition. SCAA is not able to prorate class fees for classes missed. Once a class has started there will be no refunds issued.

Occasionally, we may find it necessary to cancel a class due to low enrollment. Should this occur, registered students would be notified and refunded the full course fee.

Student Conduct

SCAA strives to foster a safe, supportive, learning-centered classroom environment. On the rare occasion that a student engages in unacceptable conduct, SCAA will address it accordingly.

If student conduct results in a complaint filed with the SCAA staff, the complaint will be handled according to the complaint procedure contained in the Association's bylaws. In most cases, the Executive Director will resolve the issue with the concerned parties.

Please note that serious actions, such as unwanted physical contact, verbal abuse, or physical violence may result in immediate and permanent removal from class and the inability to enroll in any future classes.

I hereby acknowledge that I have *read, understand, and agree* to the Student Conduct Agreement for the South County Art Association. I understand that violations of this agreement may result in disciplinary action, including removal from the class.

Waiver of Liability & Hold Harmless Agreement

1. EXCULPATORY CLAUSE. In consideration for receiving permission to participate in any and all activities of (herein referred to as "activity"), which is sponsored by South County Art Association, I hereby release, waive, discharge, covenant not to sue, and agree to hold harmless for any and all purposes South County Art Association and their members, officers, servants, agents, volunteers, or employees (herein referred to as RELEASEES or INDEMNITEES) from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, that may be sustained by me while participating in such activity, while traveling to and from the activity, or while on the premises owned or leased by RELEASEES, including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of RELEASEES. I understand this waiver does not apply to injuries caused by intentional or grossly negligent conduct.

2. INDEMNITY CLAUSE: I am fully aware that there are inherent risks to me and others involved with this activity, and I choose to voluntarily participate in said activity with full knowledge that the activity may be hazardous to me and my property, and to the person and property of others. I acknowledge there may be physically strenuous activities. I know of no medical reason why I should not participate. I agree to indemnify and hold harmless INDEMNITEES from any and all liabilities, claims, demands, injuries (including death), or damages, including

court costs and attorney's fees and expenses, which may occur to me, other participants, and third-persons as a result of my participation in said activity, including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault or strict liability of INDEMNITEES.

3. NO INSURANCE: I understand that RELEASEES may or may not maintain any insurance policy covering any circumstance arising from my participation in this activity or any event related to that participation. As such, I am aware that I should review my personal insurance coverage. South County Art Association may not carry general liability insurance to cover claims arising from this activity so it seeks a waiver of claims as additional consideration for the right to participate so South County Art Association, can (a) provide the activity at the lowest possible cost to participants; and (b) provide access to a greater number of participants by expending limited resources on program materials rather than on liability insurance.

4. BINDS HEIRS: It is my express intent that this agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the State of Rhode Island.

5. MEDICAL AUTHORIZATION, INDEMNITY FOR MEDICAL EXPENSES, and WAIVER. I understand RELEASEES cannot be expected to control all of the risks articulated in this form and RELEASEES may need to respond to accidents and potential emergency situations. Therefore, I hereby give my consent for any medical treatment that may be required, as determined by a medical professional at the medical facility, during my participation in this activity with the understanding that the cost of any such treatment will be my responsibility. I agree to indemnify and hold harmless INDEMNITEES for any costs incurred to treat me, even if an INDEMNITEE has signed hospital documentation promising to pay for the treatment due to my inability to sign the documentation. I further agree to release, waive, discharge, covenant not to sue, and agree to hold harmless for any and all purposes, RELEASEES from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, that may be sustained by me while I am receiving medical care or in deciding to seek medical care, including while traveling to and from a medical care facility, including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of RELEASEES. I understand this waiver does not apply to injuries caused by intentional or grossly negligent conduct.

6. VOLUNTARY SIGNATURE: In signing this agreement I acknowledge and represent that I have read it, understand it, and sign it voluntarily as my own free act and deed; organization has not made and I have not relied on any oral representations, statements, or inducements apart from the terms contained in this agreement. I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future. I understand I can choose not to sign this document and free myself from its terms and the associated risks of the activity by simply not participating in the activity and choosing some other activity available to me that has a lower level of risk to me. While I understand alternative activities are available to me that do not have the risks associated with this activity I still desire to voluntarily engage in this activity.

7. ELECTRONIC SIGNATURE: I understand that this agreement may be executed and delivered by electronic signature upon class registration and that the signature or checked box appearing on this agreement is the same as a handwritten signature for the purposes of validity, enforceability and admissibility.

SIGNING THIS DOCUMENT INVOLVES THE WAIVER OF VALUABLE LEGAL RIGHTS. CONSULT YOUR ATTORNEY BEFORE SIGNING THIS DOCUMENT.