



## WAIVER OF LIABILITY AND RELEASE OF ALL CLAIMS

Please read. Consent to document is on the Registration Form.

This waiver and release is signed during the registration process at the top of our registration form.

As parent and/or guardian of \_\_\_\_\_, I am authorized to execute this waiver of liability as to the Art Academy at Art-Kitect on behalf of my minor child and myself. As a condition of participating in a Art Academy at Art-Kitect, Inc (“Art-Kitect Inc.”) program, I understand that I must agree to waive any legal liability claims against Art-Kitect Inc.. I understand that Art-Kitect Inc. will try to ensure that its programs are safe and enjoyable for its participants, but I also understand that accidents may happen. I fully waive and release Art-Kitect Inc. and all of its members, employees, and agents from any and all claims and causes of action existing now or in the future as a result of my child’s participation in activities with Art-Kitect Inc.. I agree not to sue Art-Kitect Inc. and its members, employees and agents as a result of any claim, injury or event that may occur as a result of participation in activities with Art-Kitect Inc.. I agree to indemnify Art-Kitect Inc. and its members, employees, and agents against all claims, damages, and attorney’s fees relating to my child’s participation in Art-Kitect Inc. activities.

### **EMERGENCIES**

If your child requires any medicine on site (including an EpiPen or Benadryl) you must provide said product to Art-Kitect Inc.. I understand that participation in camp activities involve some inherent risks and danger of accidents resulting in physical injury. Knowing these risks, I hereby assume these risks on behalf of my minor child. In addition, I hereby authorize the staff of The Art Academy at Art-Kitect to use their best judgment in any emergency situation and release Art-Kitect Inc. from liability resulting from injury sustained, including death, as a result of participation in the camp.

### **MEDIA RELEASE**

I also acknowledge that Art-Kitect Inc. may periodically photograph or video its participants and their artwork and I grant my full permission for Art-Kitect Inc. to photograph, video, record, or reproduce images of my child and their artwork. I consent to Art-Kitect Inc. ’s use of these recordings and agree to relinquish any claims to royalties or damages.

### **ALLERGIES**

I acknowledge and understand that Art-Kitect Inc. has a NO nut product requirement for all Participants and their families. This means that I promise not to provide my child with any food items containing nuts, nut by-products, or made in contact with nuts for consumption at Art-Kitect Inc. or on any Art-Kitect Inc. function. I understand that many children have peanut and other nut



allergies and that sending my child with nut-containing products may cause allergic reactions in other participants. If my child has a nut allergy, I understand that it is impossible to eliminate all nut contact. I hereby waive any and all claims against Art-Kitect Inc. for any exposure, intentional and/or negligent, my child may encounter to nut, nut by-product, or product made in contact with nuts.

### **OFFSITE TRIPS, SCHOOL PICK UP AND OUTINGS RELEASE**

I understand and give permission to Art-Kitect Staff to pick up my child from their attending school and bring them to Art-Kitect’s Studio (401 Danforth Ave. Upper) for my child’s registered art class. I understand that my child will be walking with a designated staff member from my child’s school (401 Danforth Ave. Upper). to I understand that Art-Kitect Inc. and Staff Members may take my child offsite to other facilities and Toronto City Park grounds. I grant my permission for Art-Kitect Inc. to take my child to these parks and spaces for recreation. I have read and fully understand this Waiver of Liability and Release of All Claims, and agree that this Waiver of Liability and Release of All Claims shall be binding upon the undersigned and the respective heirs, legal representatives and assigns of the undersigned, and shall be for the benefit of Art-Kitect Inc., the released and indemnified parties described above and their respective heirs, successors, legal representatives and assigns. The release, covenant not to sue, and assumption of risk in this document shall be as broad and inclusive as is permitted under applicable law. I am the custodial parent or legal guardian of my child and I hereby consent to his or her participation. I have read this agreement, understand its terms, and agree on behalf of myself, my child, and anyone who may act on behalf of my child in the future.

### **EMERGENCY MEDICAL AUTHORIZATION AND INFORMATION**

I, \_\_\_\_\_, of \_\_\_\_\_ [address]

, give my consent, after all reasonable attempts to contact me at my given telephone number and my partners have been unsuccessful, for: (1) The administration of any treatment deemed necessary by a licensed physician or dentist; and (2) the transfer of the child to any hospital reasonably accessible. This authorization does not cover major surgery unless the medical opinions of two other licensed physicians or dentists concurring in the necessity for surgery are obtained in writing prior to the surgery. The following information is needed by any hospital or practitioner not having access to the child's medical history:

1. Drug Allergies: \_\_\_\_\_
2. Medication: \_\_\_\_\_
3. Physical Impairments: \_\_\_\_\_
4. Any Other Known Health Problems (not listed in other documents):  
\_\_\_\_\_
5. Religious Restrictions regarding what can be done for your child in emergencies/health care situations: \_\_\_\_\_



7. Any physical activities in which the camper should not participate:

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8. Food Allergies: \_\_\_\_\_

Art Academy at Art-Kitect will maintain this medical information sheet at its regular place of business and will return this form to the child's parent or guardian upon request at the termination of the child's participation in The Art Academy at Art-Kitect activities.

1. Child's Name: \_\_\_\_\_

2. Your Signature: \_\_\_\_\_

3. Your Printed Name: \_\_\_\_\_

4. Relationship to Child: \_\_\_\_\_

## STUDIO POLICY AND PROCEDURES

Please read. Consent to document is on the Registration Form.

### **REFUND/ CANCELLATIONS FOR ART CLASSES**

Refunds of our classes are gladly given on "Art Class" purchases up to the first day of class, less a \$ 50.00 administration fee per student and less the amount of any class days attended or missed in their semester.

Unfortunately, we cannot offer refunds for sick days or inclement weather at this time. If in the event our studio needs to be shut down due to any reason or our art instructors need to cancel a class, we will hold a makeup class at a later date free of charge.

### **MISSED ART CLASSES**

There are no make-up classes or refunds on missed classes or unused classes when purchasing anything at Art-Kitect AT A SALE OR DISCOUNTED PRICE. NO



SALE OR DISCOUNTED CLASSES CAN BE ROLLED FORWARD into the next semester. No exceptions.

There are no make-up classes/credits for missed classes due to illness, work commitments or vacations when purchasing any amount of classes or packages with the exception of the “10-Class Pack” at our standard pricing. Parents are encouraged to purchase a “Full Semester Package” of classes over the course of the year. up to 1 class is missed, can be rolled forward/ made-up with the next purchase of classes with a deduction of this 1 class. That is to say, you will be billed for 9 classes instead of 10. Classes cannot be made-up in the next scholastic year. There are no other exceptions. All art classes stop in June for the year and a new year starts September of the same year.

It is extremely important your child attends our classes in order. Our art classes are cumulative at every level and we do our best to ensure that the students that are in class are getting the best educational experience possible. If a class is missed for any reason, the teacher will not be re-teaching that specific class. You may schedule a private lesson with Elissa if you wish to continue a specific project that you missed.

### **Trial Classes**

Students are eligible for 1 trial class at a rate of \$ 15.00 + HST per participant. The trial rate will not be continued after 1 class. If you wish to purchase individual classes, you may do so at the standard rate offered for your class.

### **REFUND/ CANCELLATIONS FOR CAMP**

Registration payment for Art Camp is refundable up to 2 weeks prior to your first day of Art Camp less a \$ 100.00 + HST administration fee/ week/ camper. After the 2-week grace period, Art-Kitect Inc. will not issue refunds on your payment. Unfortunately, we cannot offer refunds for sick days at this time. In the event our studio needs to be shut down due to any reason around Covid you will receive a full refund of your deposit and payment for camp.



## **STUDENT AGE**

The age for art classes start at 4 years.

## **CAMPER AGE**

Art-Kitect's Day Camp is a mixed age camp for **children ages 4 +**

## **WHAT TO BRING TO CAMP**

1. Sunscreen, hat and water bottle
2. Clothes you can get paint on.
3. Nut free lunch and snacks
4. Inside shoes to keep here all week
5. Labels for all of your belongings.

## **DISCOUNTS**

Sibling Discount - **5% per additional child**

Registration for Multiple Week - **5% per additional child, per additional week**

Early Bird Registration (Before May 15)

Please notify an Art-Kitect staff member by phone, email or stating on your registration form that there is a sibling in attendance to receive your discount. Should multiple discount codes be available, only one discount per registration is accepted.

## **MEDIA RELEASE OF PHOTOS AND VIDEOS**

Art-Kitect staff may periodically photograph or videotape its campers and their artwork for use in marketing, social media and our year end photos. Photos and video are extremely helpful to us. If you don't want your child to be in our photos, please clearly state this on your registration form.



## **CAMP LOCATION, PICKUP + DROP OFF**

Art-Kitect's Art Camp is located at 401 Danforth Ave (Upper Floor), Toronto, ON. We understand that Danforth Avenue is a busy street. For your convenience, Art-Kitect is located directly across the street from Chester Subway Station (Bloor Line) and Arundale Green P lot 087. You may also park on Danforth Ave. or around the corner.

Our day camp starts at 9:00 AM and ends at 4:00 PM, every day, Monday through Friday. Camper morning drop off is at 8:45 AM - 9:00 AM, and evening pickup is at 4:00 PM - 4:20 PM. ( When available, extended care is until 6:00 PM.)

## **CAMPER DRESS CODE**

We ask that campers wear weather appropriate clothing and comfortable shoes. Paint has a tendency to stain clothing, so please remember this when sending your child to camp. Please refrain from sending your child in nice clothing and flip flops, as campers do get to experience outdoor physical activity daily. Our 2021 motto: **Dress for Mess... Smocks are Provided! Wear your mask if sick or coughing!**

## **WAIVER**

A waiver **MUST** be completed upon registration or brought in on your child's first day of camp. Please click the "Waiver and Release Form" button in our "Art Camp" section on our main webpage. All forms for camp are mandatory.

## **FOOD + DRINK POLICY**

We strive to maintain a NUT-FREE studio, and ask that parents pack a NUT-FREE snack & lunch for their child. Campers must bring a water bottle everyday. Please ensure that his/her name is marked/tagged on the bottle.

## **SICK DAYS**

If your child is feeling ill or showing any signs of illness (or Covid-19 symptoms) please keep your child home. Please see our Refund/Cancellation Policy above.



## **MAINTAINING A RESPECTFUL ENVIRONMENT**

Respectful, positive, encouraging and fun environments are important to us at the Academy. Our expectation is that all of our students and parents will show respect to each other and to our instructors. There is a zero-tolerance policy for in person or cyber bullying. There is a zero-tolerance policy for racism in any form. If for some reason we feel that this expectation is not being met, we reserve the right to cancel or modify existing enrolments at any time. If this happens, and issues of a student or parent's behavior cannot be resolved, a refund will not be issued to the student who is asked to leave the program.

## **ART SUPPLIES + MATERIALS**

Unless we specify, Art-Kitect will provide all art supplies in our full-term art classes, camps and workshops. We want to make sure that everyone of our students is destined for success. When supplies are not included for a class or workshop, we will provide a clear list of things to bring.

## **STUDIO CLOSURES**

If by chance we have to cancel a class due to severe or extreme weather conditions, we will make sure to notify students and parents by email first and then by phone. In such an event, we will also post it on our instagram page. Please follow us on Instagram for updates: @artkitect\_artschool.

## **REGISTRATION & PAYMENTS**

Please register and pay in full to secure your spot with us. Registration is on a first-come-first-serve basis. Of course, if you have any questions, you can always give us a call at 647-368-4011, or email us at [artschool@art-kitect.ca](mailto:artschool@art-kitect.ca). Full payment is required upon registration and is non-transferable. HST is not included and will be added to all course fees. For students who join a class late, the class fees will be prorated.

## **PRIVACY POLICY**



The release of your personal and financial information is important to help run our student and camper's time here smoothly. In the unlikely event of an emergency, a camper's personal information will be given to a doctor. Financial information will only be used to process registration, art supplies and late fees. All of this information is destroyed at the end of the year for your safety.

## Terms and Conditions

Please read. Consent to document is on the Registration Form.

### **1. Enrollment and Registration:**

All students must complete the registration process to enroll in courses at The Art Academy at Art-Kitect. Tuition fees and payment schedules will be outlined in the course catalog and are subject to change with notice.

### **2. Attendance and Participation:**

Regular attendance is required for all classes. Students are expected to actively participate in class discussions and activities.

### **3. Code of Conduct:**

Students are expected to adhere to a code of conduct that promotes a positive and respectful learning environment. Any form of harassment or disruptive behavior may result in disciplinary action, including expulsion from our Art School.

### **4. Intellectual Property:**

All materials, including but not limited to artwork, created by students during courses, remain the intellectual property of the respective students. The Art Academy at Art-Kitect reserves the right to use images of student work for promotional and educational purposes, with appropriate credit to the artist.





## **5. Refund and Cancellation Policy:**

Refund policies for tuition fees are outlined within this official document. The Art Academy at Art-Kitect reserves the right to cancel or reschedule courses due to unforeseen circumstances.

## **Release Form:**

### **1. Consent to Participate:**

By clicking agree on the front page of the Registration Form, I, [Parent Name], consent to participate in the courses and activities offered by The Art Academy at Art-Kitect.

### **2. Release of Liability:**

I understand and acknowledge that The Art Academy at Art-Kitect is not liable for any injuries, damages, or losses that may occur during my participation in classes or related activities.

### **3. Use of Images:**

I grant The Art Academy at Art-Kitect the right to use images of my artwork for promotional and educational purposes, with appropriate credit.

### **4. Emergency Medical Treatment:**

In the event of a medical emergency, I authorize The Art Academy at Art-Kitect to seek and administer necessary medical treatment.

### **5. Agreement to Terms:**

By clicking agree on the front page of the Registration Form, I, [Parent Name], agree to abide by the terms and conditions outlined in Art-Kitect's Policy and Procedures, Handbooks, Instruction and other official documents.