

TERMS AND CONDITIONS

By accessing or using this site, I, the parent or legal guardian of the child/children being enrolled, agree to be bound by these Terms and Conditions and the Fountain Valley Schools Foundation (FVSF) Privacy Policy.

I understand and accept that the Fountain Valley Enrichment Academy is a program solely operated by the Fountain Valley Schools Foundation.

I understand and accept that FVSF is not liable or responsible for the accuracy or completeness of any information provided on this site. FVSF assumes no liability or responsibility for any damages arising from a visitor's use of, or inability to use, this site.

I understand and accept that FVSF is not responsible for the content or privacy policies of any other sites that are linked to this site.

I understand and accept that any use of "Fountain Valley Schools Foundation" or "Fountain Valley Enrichment Academy" or any text or graphic materials contained in this Web site in any manner to express or imply endorsement, sponsorship, affiliation or association of the user with or by FVSF, is strictly prohibited.

I understand and accept the FVSF reserves the right to alter content of this site and to terminate the site at any time without notice.

CANCELATION, WITHDRAWAL AND REFUND POLICY

• Full refunds are available only for classes canceled by the Fountain Valley Schools Foundation.

• All refunds except FVSF cancellations are subject to an administrative \$25.00 per class non-refundable program fee.

• Withdrawal from a course must be made prior to the first day of instruction in order to be eligible for a refund. Tuition is non-refundable after the first meeting.

• Pro-rated tuition refunds or credits will be considered only if your child has to withdraws due to serious illness or injury (corroborated by a note from his or her doctor); or in the case of the death of a family member (verification will be required).

PRIVACY POLICY

I understand and have been informed that the Fountain Valley Schools Foundation is committed to protecting the student/ participant's privacy.

COLLECTION OF INFORMATION

I understand and have been informed that FVSF collects and maintains non-public personal information in order to:

• Provide information regarding school programs, policies, activities

- Facilitate donations for programs and administration
- Aggregate data for consideration of policy and program changes.

I understand and accept that the FVSF will not collect any personal information that I do not volunteer, and that FVSF is the sole owner of all information collected on this site.

FVSF has informed me about the personal information it collects, how it protects that information, how it uses that information, and with whom the information might be shared.

I have read the foregoing, and fully and completely understand each section, and I acknowledge and agree to the terms and conditions as set forth above.

WAIVER OF LIABILITY, ASSUMPTIONS OF RISK, INDEMNITY AGREEMENT AND MEDICAL AND PHOTO RELEASE

I understand that I am solely responsible for my child before and after each day's program. I warrant that my child is in good health, and I know of no reason why he/she would be incapable of participating in the program.

I hereby agree to indemnify and hold harmless the Fountain Valley Schools Foundation and/or Fountain Valley School District and their respective directors, trustees, officers, agents and employees ["the Releasees"] for damages caused by injury to my child or myself arising from my child's participation in the Fountain Valley Enrichment Academy program and the use of the facilities and property of the program, whether or not the injury or damage results from the negligent acts or omissions, except intentional acts, of any of the Releasees. I similarly agree to release and waive any right I, my heirs, distributes, guardians, legal representatives, and assigns may have or acquire in any way make a claim against or sue the Releasees for such damages. I am aware that my participation in the program may have inherent risks and dangers associated therewith, including equipment failure, which can result in serious injury or death, including but not limited to risks associated with equipment failure.

I ASSUME ALL SUCH RISKS AND DANGERS, WHETHER OR NOT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF ANY OF THE RELEASEES.

During the period of the program, I hereby give my permission for the staff or volunteers of FVSF/ FVSEA to administer appropriate medical attention to my child and agree to be responsible for the costs of such treatment. I will permit photographs, videotaping and surveys of my child taken during the program to be used for publicity by FVSF.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY ACCEPTING IT. I ACCEPT IT FREELY AND VOLUNTARILY.