

**Studio Anthurium LLC.
RELEASE OF LIABILITY WAIVER**

I, for myself or the legal parent or guardian of my child or children, identified above (the "Participant(s)"), release and hold harmless Studio Anthurium, LLC (the "Studio"), its owners and operators, members managers, employees, agents, and contractors from any and all liabilities, claims, demands, and causes of action whatsoever, arising out of or related to any loss, damage, or injury, including death, that may be sustained by the Participant(s) and/or the undersigned, while in or upon the premises of the Studio, or any premises under the control or supervision of the Studio's owners and/or operators, or while en route to or from any said premises.

As consideration for being allowed to enter the Studio's premises, and/or participate in any activity and/or program at the Studio's premises, the undersigned, on his or her behalf, and on the behalf of the Participant(s), acknowledges, appreciates, understands, and agrees to the following (this "Agreement"):

1. I represent that I am, or the parent or legal guardian of the Participant(s) or I have obtained permission from the parent/legal guardian of the Participant(s) to execute this agreement on their behalf.
2. I acknowledge and understand that there are known, and unknown risks, which include but are not limited to: contusions, fractures, scrapes, cuts, bumps, paralysis, or death, associated with participation in Studio's activities and the use of the studios and any and all other Studio's equipment during classes, programs, events and Camps.
3. I, for myself or the Participant(s), willingly assume the risks associated with participation and accept that there are also risks that may arise due to OTHER PARTICIPANTS which I also willingly assume.
4. I agree that I or (and) Participant(s) shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions as conditions for participation in any classes, programs, events and Camps at the Studio.
5. I or (and) Participant(s), our heirs, assigns, representatives, and next of kin agree to hold harmless, release, waive and indemnify the Studio, its owners and/or operators, members, managers, employees, contractors, agents, successors, predecessors, parents, subsidiaries and affiliates from any and all injuries, liabilities or damages from participation, except for those arising from the gross negligence or willful misconduct of the Studio.
6. I additionally agree to indemnify the Studio, its owners and/or operators, members, managers, employees, contractors, agents, successors, predecessors, parents, subsidiaries, and affiliates, for any defense cost or expense arising from any and all claims, injuries, liabilities or damages arising from participation, except for those arising from the gross negligence or willful misconduct of the Studio.
7. I or (and) Participant(s) are of physical ability to participate in any activities at the Studio.
8. I legally competent to understand and complete this Agreement. I hereby execute this Agreement without coercion.
9. I understand that entry, by myself and the Participant(s), constitutes consent for the Studio to use any film, video, or likeness of Participant(s) for any purpose whatsoever, without payment to the Participant(s).
10. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force

and effect.

11. Any controversy, dispute, or claim arising out of or related to this Agreement, which the parties are unable to by mutual agreement, shall be settled exclusively by submission by either party of the controversy, claim or dispute to binding arbitration; said arbitration to take place exclusively before a single arbitrator located within San Mateo County, State of California, and in accordance with the rules of the American Arbitration Association then in effect.

_____ Initial

Health Policies

- I verify that me or my child(s) are up to date on all vaccination required by the State of California and guarantee to confirm it sending list of vaccination by Studio's request.
- Prior to enrollment, any allergies or medical conditions that may affect the client's experience or safety should be communicated to the Studio's directors or administrative staff. Clients' health information is maintained privately, with only those staff informed on a need-to-know basis.
- I understand that Studio does not employ a nurse or any other licensed, medical professionals and that its employees and staff may not be trained on how to administer any medication, including emergency medication (Epi-Pens).
- I understand that if my children must take medication during the time at Studio Anthurium, he/she must be able to self-administer the medication, or I must be present to assist. I understand that I may not rely on Studio Anthurium employees or staff to administer medication to my children.
- I agree with no nuts policy at Studio Anthurium and understand that Studio Anthurium does not guarantee a nut-free environment.

_____ Initial

In case of emergency, if emergency contact cannot be reached, I authorize a Studio Anthurium LLC. representative to make the necessary arrangements for me and/or my child(s) to receive medical or hospital care, including transportation. If primary doctor is not available, I authorize any licensed physician or surgeon to treat my child. I take full responsibility for all expenses incurred.

Participation policy

For a client child or adult to join classes, camps, or events in Studio Anthurium a waiver must be fully filled out before your first visit. Otherwise, you will have to fill it out in the office before you can process to class or the event.

Payment and make-ups policy for classes

Registration fees: Student - \$50, family - \$80. Material fees are \$25-50 for half a year, billed semi-annually in September/October and February/March. Registration and material fees is required and is non-negotiable.

Tuition for classes must be paid upon receiving the invoice. Monthly tuition is based on the number of classes (weeks) which occur during the respective month and shall be payable upon

received. If tuition is not paid within 5 (five) days after the invoice date, there will be a late fee of \$20 applied to the account.

If you are planning a vacation during Excused absent time (check our web-site calendar at studioanthurium.com/absence), you need to fill the Absent form before 25th of the previous month.

Studio Anthurium LLC. accept payment by Zelle info@studioanthurium.com or Venmo [@studioanthurium](https://venmo.com/studioanthurium). We are also accept checks (please send us a VOID copy) or PayPal/credit cards with an additional 4% processing fee.

I hereby authorize the Studio to charge my credit card or the bank account on file for the tuition, membership, late and materials fee.

_____ Initial

All sales are final. There is no refund.

_____ Initial

Attendance and make-up policy for classes (not including Camps)

All classes to be missed, including vacations, **must be reported online at least 24 hours prior to class** to qualify for a make-up lesson by filling out the appropriate form on the Studio's website (studioanthurium.com/absence). We will make exceptions to this rule only if your child(s) is(are) sick or has(have) been in an accident on the day of classes, you must **report online before 3:30 pm**. Verbal requests over the phone, email or in person will not be accommodated. Unexcused absences will not be provided with a make-up option.

If you are planning a vacation during Excused absent due to school breaks time (check our web-site calendar at studioanthurium.com/absence), you need to fill the Absent form before 25th of the previous month.

You have 90 (ninety) days from the qualifying reported absence to attend your make-up lesson. Make-up classes can only be requested up to 2 (two) days in advance by filling out the appropriate form on the Studio's website (studioanthurium.com/absence). Make-ups expire after 90 (ninety) days from the absence. Make-up classes are based on availability and are not guaranteed. No refunds, credits, or extensions will be issued for unused make-ups. Confirmed make-ups cannot be rescheduled.

Students must be actively enrolled in weekly lessons to attend make-up lessons. Make-up lessons can only be transferred between Family members.

Any classes cancelled by Studio have unlimited make-ups options.

Parents or guardians may not attend or remain in the classroom during the Participant(s) classes/events, unless such class/event is specifically conducted for both parents and children.

_____ Initial

Withdrawals for classes

Studio Anthurium accepts withdrawal two weeks in advance of the intended date of withdrawal. Verbal requests over the phone or in person will not be accommodated.

If you do not receive a confirmation by email from the Studio within the same day, it means that your original request did not go through, and you need to re-submit the written withdrawal request in order to effectuate the actual withdrawal.

No refunds will be made after billing and payment have taken place.

_____ Initial

Payment and Attendance policies for Camps

All payments for Summer Camp are final. All sales are final. There is no refund.

I know that Studio Anthurium does not offer late pick up. Any time after 4:00 pm is considered late pick up and the penalty is \$1 per minute. I authorized Studio Anthurium LLC. to charge the credit card or bank account on file for the late pick-up penalties during Camps.

_____ Initial

Studio Anthurium LLC. reserves the right to terminate any student's enrollment or to decline continued enrollment at any time for any reason not prohibited by law, if, in the sole judgment of our faculty, a student is not suitable to our standards or program goals, or if, in our sole judgment, a student's parents or guardians are uncooperative, are abusive to Studio's faculty, or who, in our sole opinion, will not be satisfied with the Studio's best efforts. Unexpended tuition balance will be refunded in such rare instances.

_____ Initial

Photography and video

The Studio has on-site video monitoring and may take photographs and/or videos during classes, camps, or special events for training, security, and/or promotional purposes.

_____ Initial

Policies Subject to Change

I understand that the Studio monthly tuition amounts, classes' availability and schedule, policies and terms are subject to change without any prior written notice.

_____ Initial

I have read and fully understand and agree to the above terms of this Agreement. I am signing this Agreement voluntarily and I recognize that my signature serves as the complete and unconditional release of all liability to the greatest extent allowed by law in the State of California.

Signature

Date