

# Telluride Academy: Registration Terms & Conditions

In registering for a Telluride Academy (“TA”) program, I am legally bound by and I/my child will comply with the following Registration Terms and Conditions (“Terms”):

## 1. Deposit, Registration Fee, Payment & Cancellation:

- **For After-School Programs:** When you register, you must pay for the selected program in full, as well as a \$40 annual registration per applicant.

- **For Summer Programs:** When you register, you must pay a non-refundable 25% deposit as well as a \$40 annual registration fee per applicant. If you cancel you or your child’s participation for any reason at any time, TA will not refund your 25% deposit or your \$40 registration fee. Full tuition is due no later than 5/16/23. If you cancel before 5/16/23, TA will issue you a refund less the deposit and registration fee. TA will not provide any refund for cancellations after that date.

- **Note: Our refund policies are intended as liquidated damages and not as a penalty.** TA uses your payments to prepare for programs, pay its staff, arrange transportation, pay contractors and handle a myriad of other costs associated with its budget and operations, and it is therefore difficult to ascertain the amount of actual loss or damages that would result if you cancel your registration at a given point in time. As a result, the above refund policy reflects a reasonable estimate of the actual costs TA will incur in the event of your cancellation at various points before program start.

**Note:** If TA does not receive your final payment by 5/16/23, the participant will be removed from the selected program roster/s they have registered for with no refund. If you register after May 16, 2023 you must pay the full program payment and annual registration fee with your registration.

**All payments, once received, are non-refundable, except under the circumstances identified in these Terms.**

**Please note:** In conjunction with your registration, you must complete registration and medical/health Information and sign the TA Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (the “Risks & Release Agreement”). By registering for a TA program, you also agree to follow and be legally bound by the TA Code of Conduct and these Terms. You must also submit a current Colorado Immunization form. These documents and materials contain important information associated with a participant’s TA experience, so please read and complete carefully. All forms must be completed and, in the case of the Risks & Release Agreement, signed by the adult participant or parent, as appropriate. **I understand that participant’s final acceptance, enrollment and participation in a TA program is contingent upon my full and timely payment and TA’s receipt and review of submitted registration and medical information, and signed Risks & Release Agreement.**

**Program Availability:** Participants are registered, and program spots are filled on a first come, first serve basis. No program spots are held without the required deposits. To create a desirable environment, and at TA’s discretion, some program spots may be reserved for a particular gender or age.

## 2. Participant Dismissal, Late Arrival, Non-Arrival or Early Withdrawal:

- TA will not refund or reduce tuition for participant dismissal, late or non-arrival, early withdrawal or cancellation (absent application of the refund policy stated above). Therefore, if a participant cancels after the deadline, doesn't show up for a program they are registered for, arrives late, is dismissed or departs for any reason, TA will not issue any refund. Further, participant and/or parent are responsible for paying all costs of early departure, whether departure is for medical reasons, personal emergencies, dismissal or otherwise. These costs include, but may not be limited to: evacuation, testing and/or quarantining (for COVID-19 or otherwise), medical treatment, plane or other transportation, meals and lodging costs, and expenses for staff who may accompany participant.

### **3. TA Program Cancellation or Alteration:**

- **NOTE: Please understand that the fluid and potentially changing Federal, State, County and/or Colorado Child Care Licensing requirements/guidance or other factors associated with operating programs in the midst or wake of the COVID-19 Pandemic, may require TA to alter, suspend or cancel its programming at any time.**

- TA reserves the right to alter any aspect of the program, including itinerary, dates, activities or location for reasons including but not limited to: the number of confirmed participants, weather, environment, limitations on locations, emergencies, or for any other reason TA determines, in its sole discretion, is appropriate and (absent application of the refund policy, above), no refunds will be granted.

- TA also reserves the right to alter or cancel a program, before or after its start date because of an Act of God or other political, social, environmental or other condition beyond its control (force majeure). Force majeure events include but are not limited to war or terrorism; civil unrest or emergency; economic collapse; governmental or other authorities' laws, regulations or other actions, including restrictions on travel, TA programs or otherwise; floods, fire or other natural disasters; industrial or biological disasters; and health threats, including disease outbreaks, epidemics or pandemics, such as but not limited to the current or future, but unknown impact of COVID-19 on TA operations. Typically, these events are unexpected and may compromise the health or well-being of participants or otherwise prevent our performance. Often, these types of events severely impact - or make impracticable or impossible - our ability to run programs (impracticability/impossibility of performance or frustration of purpose). If TA determines, in its sole discretion, it is unable to perform, in whole or in part, because of a force majeure, TA may alter, suspend or terminate its performance, the TA refund policies do not apply and no refunds will be granted (unless, as determined, in TA's discretion). In the event of a force majeure, you agree that TA will not be found in breach of these Terms and/or legally liable to you for any losses, costs or damages.

- If TA cancels a program before its start date (unless cancellation results from a force majeure), TA will either endeavor to find participant another program, or, at your request, refund your tuition and fees paid. If you decide to move to another program, TA will either grant a partial refund or charge you an additional fee based on any difference in program tuition cost.

- If TA cancels after the program start date, it will pro-rate your refund consistent with the time left in the program (unless cancellation results from a force majeure).

- In any case, if TA alters or cancels a program before or after its start date, for any reason, TA is not responsible for indirect, incidental or consequential damages, costs or fees participant and/or parent may incur, such as locating substitute services, non-refundable airline tickets or change fees, equipment purchased for the program or other costs.

#### 4. Insurance:

- **Medical Insurance:** All participants must have medical insurance. **Note:** If you are traveling with TA outside the U.S., your personal medical insurance may not cover participant's medical expenses. You should review your medical insurance to understand if you have appropriate coverage, or if you need to purchase a supplemental medical policy.

- **Trip or Travel Insurance:** We highly recommend that you consider purchasing trip cancellation and/or travel insurance to assist in covering some of the costs incurred in the event of cancellation, late arrival or early departure.

#### 5. Participant/Parent Behavior & Expectations; TA Right to Separate:

- By registering for a TA program, all participants, and parents of minor participants agree to abide by the TA Code of Conduct available at [www.tellurideacademy.com](http://www.tellurideacademy.com). If you have any questions about the Code of Conduct, please contact our office at 970-728-5311.. **Note that the Code of Conduct identifies your and your child's willingness to abide by TA rules or other policies, which include new policies TA has put in place to comply with current (and evolving) State, County and/or Colorado Child Care licensing COVID-19 requirements/guidance and importantly, to assist in our endeavor to manage the risks associated with COVID-19. In agreeing to attend, you and your child must commit to honoring and following these policies.**

- If a participant chooses to ignore behavioral expectations, or for any other reason, staff may, in their discretion, contact the parent, excuse the participant from the activities until he/she agrees to behave, and/or dismiss the participant from the program.

- **TA reserves the right to dismiss any participant from the program if a staff member believes, in his/her discretion, a participant presents a safety concern or medical risk, is disruptive, or otherwise conducts him or herself in a manner detrimental to the program. Conduct that TA considers detrimental to the program and that may result in dismissal includes but is not limited to a violation of the Code of Conduct.**

**6. Health/Medical or other Reporting:** If you submit inaccurate or incomplete information or misleading or false statements regarding a participant's health or in any other requested information, TA may rescind registration acceptance or dismiss participant from the program, with no refund. Further, you must notify TA of any changes in participant health status that may occur after submission of a participant's medical information and before or after program start date.

#### 7. Nature of Programs; Health/Medical Information Requested:

- Participation in a TA program includes a review of participant's submitted health and medical information but does not necessarily exclude participation. TA needs accurate information about participant's health to assist in understanding any concerns or issues.

- TA programs take place in the U.S. or in foreign countries and participants may engage in a variety of educational, instructional, adventure and/or recreational activities. These activities can include physically and mentally demanding activities and exertion. Activities vary from program to program and can take

place in a variety of environments on both land and water, in hot and cold weather, under humid or dry conditions and at sea level or significantly higher elevations (e.g., Telluride's elevation is generally 9 – 14,000 ft. above sea level). Activities may take place in remote areas causing delays or difficulties in communication, transportation, evacuation or medical care.

- TA endeavors, in communicating with families and reviewing participant health information, to accept participants with a variety of health conditions. However, although TA may accept a participant into a program, the adult participant or parent, in consultation with participant's physician, should consider carefully whether the TA program is an appropriate match for participant, before participation. Please review the program descriptions and the Risks & Release Agreement for additional details about the activities and associated risks. If participant has a disability and/or special need that may affect their own and/or the group's experience, please contact TA to discuss the participant's situation. In addition, please contact us if you and/or your physician have any questions about the nature and physical demands of these activities or other concerns. In many cases, TA can make accommodations. TA reserves the right to deny admission or ongoing participation on medical or health grounds, in appropriate cases.

- **Medication Warning and Policy:** Use of prescription and non-prescription drugs is a matter that TA takes very seriously. The abuse of prescription and even over-the-counter medications is a growing problem among children, and we encourage all parents to openly discuss this trend and its dangers with their child. Risks include, but are not limited to, participants bringing undisclosed drugs; swapping, selling or trading their medications with other program participants; and overdosing or other adverse reactions. As a result, we require all participants to deliver their medications (prescription, over the counter, herbal) to TA leaders at the beginning of the program. Certain medications may be left in the participant's possession per our discretion, and other medications may be held by our staff

- **Medical Authorization:** I authorize TA staff, representatives, contractors and/or other medical personnel to obtain or provide routine or emergency medical care for participant, to transport participant to a medical facility and to provide treatment they consider necessary for participant's health. I agree to pay all costs associated with that care and transportation. I agree to the release (to or by TA) of any medical records necessary for treatment, referral, billing or insurance purposes.

- **I further agree and consent** (for myself and, if my child is a minor, for and on behalf of my child) to all screening, monitoring/testing, quarantining, vaccination, contact tracing or other procedures requested or required before, during and/or after the program, whether by government authorities or by TA, its contractors, or other businesses I/my child come in contact with.

- **I agree to provide true and accurate health and medical information to TA, and to contact TA if any condition changes before the start of (or during) the TA program. I understand that providing inaccurate medical information or falsifying medical information can create serious risks to the participant or others and/or may result in the participant's dismissal from the program. Although TA will review participant's submitted medical information and may allow participation, TA cannot anticipate or eliminate risks or complications posed by participant's mental, physical (including fitness level) or emotional condition. I understand that emergency, medical, drug and/or health issues and any related response, assessment or treatment, are included within the scope of – and expressly subject to the terms of – the Risks & Release Agreement.**

**8. Equal Opportunity:** TA provides equal opportunities to all, and does not discriminate on the basis of race, color, gender, religion, national or ethnic origin, sexual orientation, age, or disability. However, we do reserve the right to refuse admission to our programs in appropriate cases, including where health or

medical conditions may preclude participation, or to reserve program spaces based upon gender or age, to create a desirable program environment.

**9. Photo Permission/Release:** I authorize TA, or its designees, to photograph, film, record and/or otherwise capture the name, image, verbal or written statement (including quotations from conversations and correspondence), and/or visual likeness (collectively “images”) of or including the participant and/or parent, without compensation, for use in any media throughout the world in perpetuity, including for sale, reproduction or display on the internet (i.e. websites, Facebook, YouTube), in catalogues or other materials and/or for any promotional or educational use. TA owns these images and participant and/or parent waive any inspection or approval rights.

**10. Internet Postings: TA Protected Materials:** TA encourages participants and their families to ‘spread the good word’ about their experiences on program. At the same time, we expect participants and their parents to respect our organization, and not to disparage TA in postings on the Internet (websites, Facebook, YouTube, Twitter or other sites). Also, please understand that TA websites and information contain copyrighted materials, trademarks, protected trade names and logo/marks that are the sole property of TA, and (other than downloading or printing for personal use), may not be copied, broadcast, disseminated or publicized, without our written permission.

**11. Lost, Stolen or Damaged Property:** I agree that TA is not responsible for a participant’s lost, stolen or damaged personal belongings, whether incurred during travel or while on program. In addition, participant and/or parent may be held responsible for damage to, or loss of TA property or equipment caused by the participant. This may include sharing in the group’s collective responsibility for willful equipment/property destruction or loss.

**12. Parental Authority:** If the participant is a minor, I (parent) certify and represent that I am the participant’s legally authorized parent, and that I have the legal authority to enroll my child in TA, to permit my child to participate in all activities, and to execute this Agreement and all other required documents for myself and for and on behalf of my participating child. To the extent necessary, I agree that I have obtained any and all other pertinent consents or authorities (including any required by a court decree or order; for example, a divorce decree, custody order or joint parenting plan). I fully understand and agree that if my child’s other parent (or anyone else) challenges my authority: a) the child will not be allowed to attend the program, or, if already on program, will be dismissed from the program or any activities – in either case, without a refund, if the parents or other parties involved cannot reach agreement, and b) I will fully defend and indemnify TA with respect to any claim/s made by the other parent or any person to the fullest extent provided for in the TA Acknowledgment and Assumption of Risks & Release and Indemnity Agreement or otherwise, including payment of any costs or attorneys’ fees expended by TA to resolve a dispute.

**I (adult participant or parent of a minor participant):** I have read, understand and agree to the Terms outlined above. I agree to review all program materials sent, complete all required forms, and abide by the terms of those documents. The parent gives their child permission to participate in all TA activities and programs. I agree that Colorado law (without regard to its “conflict of laws” rules) governs these Terms and all other aspects of the participant’s/parent’s relationship with TA, contractual or otherwise, and agree that any lawsuit or other legal proceeding must be filed or entered into only in San Miguel County, Colorado, which shall be the sole jurisdiction and venue for any such proceeding. I agree to attempt to settle any dispute (not settled by discussion) through mediation before a mutually acceptable Colorado mediator.

