

## Terms & Conditions

By accessing or using this site, I, the parents or legal guardians of the child being enrolled, agree to be bound by these Terms and Conditions and the Irvine Public Schools Foundation Privacy Policy.

I understand and accept that the Afterschool Classroom Enrichment Program (ACE) K-12, Summer K-12, Specialty Camps, and Enrichment Day (individually, a “Program” and collectively, the “Programs”) are programs solely operated by the Irvine Public Schools Foundation (“IPSF”).

I understand and accept that IPSF is not liable or responsible for the accuracy or completeness of any information provided on this site. IPSF 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 IPSF 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 "Irvine Public Schools Foundation," "ACE Afterschool Classroom Enrichment Program K-12", "Summer K-12", "Specialty Camps", "Enrichment Day", and "IPSF Academy" or any text or graphic materials contained in this site in any manner to express or imply endorsement, sponsorship, affiliation, or association of the user with or by IPSF, is strictly prohibited.

I understand and accept that accessing or using this site does not guarantee my child's enrollment in a Program. IPSF reserves the right to refuse services to anyone at its sole and absolute discretion. IPSF further reserves the right to terminate, suspend, or block any accounts and the services offered to users by these Terms and Conditions at any time for, including but not limited to, illegal conduct, if users fail to comply with these terms or any supplemental terms, or for any other reason IPSF deems necessary in its sole and absolute discretion.

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

## Youth Waiver of Liability, Assumption of Risk, Indemnity Agreement, Medical and Photo Release

I understand that I am solely responsible for my child before and after each day's Program(s). 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(s). I hereby agree to indemnify and hold harmless IPSF and/or Irvine Unified School District ("IUSD") 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 Program(s) and the use of the facilities and property of the Program(s), 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 to in any way make a claim against or sue the releasees for such damages. I voluntarily agree to assume the risk for any and all damages to any property that my child brings to the program or uses for the program, including all equipment required to access online programs. I am aware that my or my child's participation in the Program(s) may have inherent risks and dangers associated therewith, which can result in serious injury or death, including but not limited to risks associated with equipment failure, and the risk of brain injuries (i.e. concussions, chronic traumatic encephalopathy, or any other injury to the brain and any symptoms, conditions disorders and disease resulting therefrom). I SPECIFICALLY ASSUME ALL SUCH RISKS AND DANGERS, WHETHER OR NOT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF ANY OF THE RELEASEES. During the period(s) of the Program(s), I hereby give my permission for the staff or volunteers of IPSF/IUSD 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(s) to be used for publicity by IPSF.

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 WITHOUT ANY INDUCEMENT OR COERCION.

## Program Policies

I understand and accept that the Programs are subject to the following policies. I further understand and accept that any electronic signature created, generated, sent, communicated, received, or stored in connection with enrollment of my child in the Program(s) shall be given the same legal effect and enforceability as if it were a "wet," handwritten signature provided in paper form.

Program Policies related to COVID: If a student cannot attend class due to a positive test result, the COVID Coordinator will determine if a prorated refund can be offered. Documentation may need to be provided to make this determination.

By enrolling in any Program, I agree to follow any health-related policies and procedures (including but not limited to COVID-related) outlined by each program. I also agree to follow the behavior policy outlined by each program.

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By enrolling in any online Program, I acknowledge that my child may be recorded or screen captured as part of the class. These recordings and images may be used for promotional purposes and to provide feedback to teachers.

**Afterschool Classroom Enrichment (ACE):** For on campus classes, students may only participate in ACE classes at the school they attend during the regular school year. Online classes are open to any student, regardless of school district. Full refunds are available for classes canceled by IPSF. All refunds except IPSF cancellations are subject to a \$35.00 per class non-refundable program fee. Tuition is non-refundable after the first meeting. Please refer to the ACE brochure, which is incorporated by reference herein, for refund deadlines. There are no refunds if a student is removed from the program due to behavior or incorrect grade level at the time of enrollment.

**Summer K-12 and Specialty Camps:** Full refunds are available for classes canceled by IPSF. All refund requests except IPSF cancellations are subject to a \$35.00 per class non-refundable program fee. All refund requests require submitting a refund request form by 5:00 pm PST on the dates listed below. Any registration fees for out-of-state and international students are non-refundable (\$100 per class for most classes). After the deadlines outlined below, there are absolutely no refunds. There are no refunds, credits, or prorated fees if a student is removed from the program due to behavior, illness, incorrect grade level, or age ineligibility at the time of enrollment. There are no refunds, credits, or prorated fees if a student does not attend the program due to illness or other reasons for absences, or for classes that experience technical issues or poor weather conditions. Age verification may be required to confirm registration. All class changes require submitting a class change request by 5:00 pm PST on the dates listed below. Processing fees and/or cost differences may be incurred for changes. The parent and/or guardian must pay for all fees before changes are processed. Class changes are not guaranteed and are subject to space availability. For Budo and Galileo Camps – please contact them directly for all deadlines.

Deadlines for class changes and refunds are as follows:

- May 21, 2021 – Last day for a refund (minus \$35 program fee per class) for all sessions
- May 26, 2021 – Last day for class changes or 50% refund for K-12 session A and 9-12 online
- June 23, 2021 – Last day for class changes or 50% refund for K-12 session B
- July 14, 2021 – Last day for class changes or a 50% refund for Specialty Camps (excludes Budo and Camp Galileo)

Registration Fees

- At the time of registration, fees are assessed for out-of-state and international students. Fees vary by grade/class (\$100 per class for most

classes).

- All registration fees are nonrefundable.

**Enrichment Day:** Full refunds are available for Enrichment Day canceled by IPSF. All refunds except IPSF cancellations are subject to a \$35.00 non-refundable program fee. Please refer to the Enrichment Day brochure, which is incorporated by reference herein, for refund deadlines. Meal pre-orders are non-refundable. There are no refunds if a student is removed from the program due to behavior or incorrect grade level at the time of enrollment.

## Privacy Policy

I understand and have been informed that IPSF is committed to protecting my privacy. IPSF 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.

### Collection of Information

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

### Sharing and Use of Information

While acknowledging the importance of protecting client information, I understand and accept that IPSF may find it necessary, in the course of conducting business, to disclose information IPSF collects about me as permitted by law. Such disclosure could occur in the following, non-exhaustive, circumstances:

- Information may be shared with non-affiliated third parties as permitted or required by law, such as compliance with a subpoena, fraud prevention, or compliance with an inquiry from a government agency or regulator.
- IPSF limits employee access to non-public personal information to those who need to know this information in order to serve its clients.

I understand and accept that IPSF never rents or sells a name or e-mail address to on-line marketers of products or services without my consent. IPSF may provide third parties with aggregate statistics about its customers, traffic patterns, and related site information. These data do not contain identifying information about any individual client unless that client has given IPSF permission to share that information.

#### Protecting the Information

I understand and accept that IPSF uses manual and electronic security procedures to maintain the confidentiality of the information it collects and to guard against its unauthorized access or alteration. Such methods include locked files, user authentication, encryption, and firewall technology.

Like many other websites, IPSF uses cookies to track site usage and I consent to its use.

#### Obtaining My Consent

By using IPSF's website, I give IPSF permission to collect information about the pages served to me as an anonymous user for the purpose of calculating aggregate site statistics.

By creating an account and enrolling in any Program, I agree to opt in to receive communication from IPSF to the email address and phone number provided.

#### Updating IPSF's Internet Privacy Policy

I understand and accept that IPSF may update its Internet Privacy Policy from time to time. I agree to check here for such updates. I understand and agree that I will always find the latest version posted here and that updates to IPSF's Internet Privacy Policy that would affect how IPSF treats my personal information will not apply to information collected before IPSF made the update, unless IPSF first obtains my consent.