

This Program Participation Agreement (“Agreement”) is entered into between Idyllwild Arts Foundation (“IAF”), and the undersigned parent(s) or legal guardian(s) (the “Parents”) on behalf of the below-named student (“Student”) and themselves. The Parents and IAF may be individually referred to as “Party” or collectively referred to as “Parties.” As consideration for permitting the Student to enroll and participate in the Summer or Auxiliary program(s) selected above, Parents agree to the following terms.

1. Application and Enrollment

This Agreement is not effective until IAF accepts Student into the Idyllwild Arts Summer or Auxiliary program(s) selected above during the date(s) selected above (“Program(s)”) and IAF executes this Agreement. Submission of the Application and the \$50 Application Fee does not guarantee acceptance into the Program(s). Upon acceptance into the Program(s), Parents will have 7 calendar days to enroll the Student into the Program(s). If Parents fail to enroll the Student within the designated time frame, IAF cannot guarantee enrollment. The total amount due will be communicated to Parents in the Enrollment Confirmation which is sent by email when the Student is accepted.

2. Program Payments and Fees.

a. **Summer Program Fees.** The \$50 Application Fee is non-refundable. Upon IAF’s acceptance of Student to the Summer Program(s), 20% of the Program Fee (“Deposit”) will be charged to the Parents’ credit card on file when the Parents enroll the Student into the Program(s). Parents who select “Pay by Check” or “Wire Transfer” must send the deposit amount within 7 calendar days of acceptance. Parents agree to pay the full balance of Program Fee(s) 30 days prior to the start of the Program(s).

b. **Auxiliary Program Fees.** The \$25 Application Fee is non-refundable. Upon IAF’s acceptance of Student to the Auxiliary Program(s), Parents agree that 100% of the full Program Fee(s) will be due by the first day of the Auxiliary Program(s). Payment can be made by cash, check, e-check, or credit card.

c. **NSF Returned Check Fees.** A \$50 fee will be charged for any check returned due to insufficient funds. This is in addition to the original amount due.

3. Program Insurance

Parents acknowledge that Program Protector is available for an additional fee through a third-party vendor to provide protection for any Program Fee(s) in the event of unforeseen circumstances. Parents are encouraged to purchase Program Protector at the time of enrollment into the Program(s). Plans may also be purchased after enrolling in the Program(s) by following the link below. Please note, the Enhanced Plan (Plan F530E) which includes the Cancel For Any Reason benefit, must be purchased within 20 days of the initial payment/deposit for your Program. The Program Protector fee is non-refundable. See the link below for more information about the coverage available through Trip Mate, Inc.

<https://programprotector.mhross.com/consumer/portal/IDYL0038CA>

Program Protector is only applicable to Summer Program participants living in the USA. It is not applicable to International students, ELL & Art Intensive participants, or Auxiliary programs.

For international families residing outside of the United States, TravMark is offering UnitedHealthcare Global SafeTrip travel protection. Find more information about international insurance here:

<https://www.uhcsafetrip.com/partner/TM/>

4. Compliance with IAF Rules

Fostering respect for individuals, for the arts, and for education is the foundation upon which expectations of Student behavior are based. Parents agree to accept and abide by IAF's philosophy, rules, regulations, policies, code of conduct, and standards as expressed in IAF's current Student Contract. Student and Parents understand and agree that Parents and Student must review and execute the Student Contract, which is incorporated herein by this reference, located in their CampMinder account. Parents understand that enrollment in the Program(s) is contingent upon Student and Parents' compliance with IAF rules, satisfactory behavior and performance during the Program. Parents and Students also agree to accept and abide by IAF's infectious disease and COVID-19 policies and protocols, each of which may be modified from time to time, including, but not limited to, COVID-19 testing, screening requirements, exposure, and other quarantine requirements. Parents assume responsibility for any damage to IAF property caused by Student. IAF shall have the right to suspend, expel, or otherwise remove Student for unsatisfactory achievement and/or conduct that violates IAF's philosophy, rules, regulations, policies, code of conduct standards or the Student Contract, as determined in the sole and absolute discretion of IAF.

5. Privacy and Searches

Lockers, cubbies, drawers, closets and desks are the property of IAF and subject to search at any time. Students should not have any expectation of privacy in the use or storage of belongings in these locations or any other IAF property. IAF reserves the right to inspect any lockers, cubbies, drawers, closets and desks or other IAF property at any time.

Upon arrival to the Program(s), IAF will provide Student with a 30-minute grace period to dispose of any prohibited items. In most circumstances, IAF will not take any disciplinary action during the 30-minute grace period. However, IAF reserves the right to contact law enforcement and may, in its sole discretion, take any disciplinary action it deems necessary.

Parents acknowledge and understand that IAF may also search Student's property, including luggage, backpacks or outer clothing, such as pockets, if IAF has reasonable cause to believe that Student has violated any IAF rules. In the case of reports that Student has engaged in conduct which threatens the safety of IAF and its students, IAF may confiscate Student's personal property and turn it over to law enforcement.

Parents understand that possession of any prohibited items may result in the Student's immediate disqualification from the Program(s) without any refund and Parents will be required to arrange to pick up Student pursuant to Section 12.

6. Positive Relationship Between IAF and the Student, and the Student's Parents

A positive and constructive relationship between IAF and the Student, Parents, or other individuals interacting with IAF and/or the IAF community by virtue of their relationship with the Student, is essential to IAF's educational and artistic objectives, mission, and operations. IAF reserves the right to suspend, expel, or otherwise remove the Student from the Program(s) if the Director of Program Operations, Dean of Students, or Head of School concludes, in their sole discretion, that the actions of the Student and/or Parents, or the actions of other individuals interacting with IAF and/or the IAF community by virtue of their relationship with the Student, impede IAF's ability to meet its educational and artistic objectives or mission, disrupt IAF operations, or are uncooperative, unreasonable, or unsupportive of IAF, its administration, its faculty or staff, philosophy, rules, regulations, policies and standards, or make it difficult to have a positive or constructive relationship with the Student and/or Parents.

7. Publications

Parents authorize IAF to use the Student's name, voice, signature, photograph or likeness, including, but not limited to, IAF materials, publications and promotions, published and distributed in any form, including on the IAF website, unless IAF receives written notification from Parents to the contrary, and that such use shall be without payment of fees, royalties, special credit or other compensation and may extend beyond the Student's enrollment in the Program.

8. Student Works

The Parties acknowledge and agree that all rights and ownership in works created by the Student as part of the Program(s)'s assignments, Program(s)-related projects or activities belong to the Student ("Student-Owned Works"). Parents acknowledge and agree that IAF may use any Student-Owned Works for promotional and non-promotional purposes in any medium, including, but not limited to, IAF yearbooks, websites, newspapers, magazines and press releases, without compensation to the Student and for any period of time, which may extend beyond the Student's enrollment in the Program(s). Parents further acknowledge and agree that IAF may copy, distribute, sell, display, broadcast, or create derivative works of any Student-Owned Works.

9. Cancellation by Parents

Parents understand that the Program(s) have limited enrollment and that IAF makes arrangements for the accommodation, housing, and instruction based on anticipated enrollment. Parents further understand that the overhead expenses of the Program(s) do not diminish with the departure of students during the course of any Program(s). Parents understand and agree that IAF will provide a partial refund for the Program Fee(s) pursuant to the sliding scale(s) as

outlined below. Any cancellation or withdrawal must be submitted in writing to summer@idyllwildarts.org. The cancellation schedules outlined below are applicable to all students regardless of the reason for cancellation.

- a. **Withdrawal Up to and including 90 Calendar Days Before the Program(s)' Start Date:** IAF will refund all Program Fees and Tuition, minus the \$50 application fee.
- b. **Withdrawal 89 to 30 Calendar Days Before the Program(s)' Start Date:** IAF will refund 80% of the cost of the program (tuition & fees), minus the \$50 application fee.
- c. **Withdrawal Less than 30 Calendar Days Before the Program(s)' Start Date or After Program Has Begun:** IAF will not issue any refunds.
- d. **Withdrawal Upon Financial Aid Decision:** If the Parents applied for financial aid from IAF, and IAF did not grant the request for financial aid, IAF will refund all Program Fees and Tuition, minus the \$50 application fee, upon receipt of Parents' written withdrawal up to the Program start date.
- e. **Credit Card Fees.** When IAF refunds the Program Fee(s) the refund will be subject to a 3% processing fee based on the original amount paid. An additional 3% convenience charge will be added if Parent(s) request that a credit card payment be refunded and charged to a different credit card.

10. Cancellation by IAF and Disruption of Program Operations

a. Parents, understand that a "Force Majeure Event" may necessitate a cessation of or change in all or part of IAF's operations. A "Force Majeure Event" includes, but is not limited to, any fire, any wildfire event, act of God (earthquake, tsunami, volcanic eruption, hurricane, tornado, lightning, etc.), war, governmental action, act of terrorism, epidemic, pandemic, inclement weather, natural disaster, poor air quality, riot, strike, lockdown, or any other event beyond IAF's control or that makes performance inadvisable, impracticable, illegal or impossible in IAF's determination. If a Force Majeure Event occurs, Parents understand that IAF shall be entitled, in its sole discretion, to immediately and without notice: (1) extend, condense or otherwise modify the Program(s); (2) change the facilities in which the Program(s) are held; (3) change the manner and format of the Program(s), including, but not limited to, changing to an online electronic format, independent or parent-guided study, or any other format or manner; or (4) postpone or cease all or part of its operations and its duties, obligations and performance under this Agreement. Parents also understand that Parents' obligations under this Agreement will continue, and that no portion of any amounts paid or outstanding will be forgiven or refunded if IAF is closed because of a Force Majeure Event.

b. If IAF cancels Program(s) before the start date, for any reason other than a Force Majeure Event, IAF will refund all Program Fees as follows:

- i. If IAF cancels all Program(s) in which Student was enrolled in under this Agreement, IAF will refund all Program Fee(s) paid.
- ii. If IAF only cancels some of the Program(s) in which Student was enrolled under this Agreement, IAF will refund the Program Fee(s) for the canceled Program(s), minus the \$50 application fee.

11. Risks.

Recognition of Risks associated with Activities. Parents agree and consent to the Student participating in all activities related to the Program(s), including educational, extracurricular, recreational, athletic, artistic, dramatic, musical or dance-related activities, events, off-campus travel/transportation, field trips, excursions, performances, concerts, tours or other IAF-sponsored activities, some of which involve a heightened risk of injury, offered by the Program ("Activities"). Parents acknowledge the risks of accident, serious injury, and even death from participation in all Program classes, programs, activities and events, including sports and trips away from IAF premises. Participation in the Activities include the following risks: (1) the dangers inherent in any type of transportation, including walking, driving in private cars, riding vans or buses, or any other type of private or public transportation, such as pedestrian or vehicular accidents; (2) the dangers of being in a place open to the public; (3) minor injuries such as insect bites, scratches, bruises, and sprains; (4) injuries from exposure to the sun or the outdoors for extended periods, such as sunburns, heat related illnesses, and insect bites; (5) injuries and illness resulting from infectious and contagious diseases, including COVID-19; (6) major injuries such as eye injury or loss of sight, joint or back injuries, and concussions; (7) emotional trauma; (8) catastrophic injuries including paralysis and death. The activities Student engages in during the Program(s) may be dangerous and include risks that are inherent and cannot be reasonably avoided without changing the nature of the activity. IAF cannot foresee every possible contingency or completely eliminate all risk. Parents are aware that certain activities carry increased levels of risk by their nature (for example, strenuous physical activity, use of tools, traveling by car or bus, etc.). Parents further understand that although there will be residential advisors, Student will not be under adult direct supervision for part of the time each day and evening, and will be staying in dorm rooms where the adult supervision is not present.

12. Release of Liability

To the furthest extent permitted by law, Parents, behalf of themselves and the Student, and each of their respective heirs, family members, successors, guardians or legal representative, estates, trusts, trustees, agents and assigns, completely absolve, waive and release Idyllwild Arts Foundation, its trustees, officers, directors, employees, agents, representatives, insurers, volunteers, and independent contractors (the "Released Parties") from any and all liability and from all claims, damages, losses, financial liability or expenses, obligations, claims, judgments, liabilities (including attorney's fees and costs) of any nature, including damage to property, bodily or personal injuries, illness, loss of companionship or support or death sustained by any person(s) ("Claims") arising out of Student's participation in the Program(s) or this Agreement. This release does not apply to a Released Party to the extent a Claim is caused by the willful misconduct or gross negligence of that Released Party.

13. Hold Harmless/Indemnification

To the fullest extent provided by law, Parents agree to defend, indemnify and hold the Released Parties harmless from any and all Claims sustained as a result of the Parent's and/or Student's negligent, intentional, or other conduct related to the Student's participation in the Program(s). Such indemnification obligation shall not extend to a Released Party to the extent a Claim is caused by the willful misconduct or gross negligence of that Released Party.

14. Third Party Liability

Parents understand that certain third parties provide and monitor various activities for the Program(s), including but not limited to local guides or guide services, tours, or other transportation companies, food service providers, lifeguards, Emergency Response Center Team, off campus lodging of any kind, local ground operators, providers or organizers of optional excursions, and all cultural and recreational events are not agents or employees of IAF. Parents understand and acknowledge that IAF does not own or operate any entity providing goods or services during the Program(s) including, but not limited to transportation companies, local guides or guide services, local ground operators, providers or organizers of optional excursions, and food service providers. Parents release and forever waive and discharge the Released Parties from any and all Claims arising out of each third party provider's negligence, acts or omissions.

15. Medical Provisions.

a. Upon enrollment, Parents agree to review, complete and execute the Medication Policy and Procedures Form, located in the CampMinder account and incorporated herein by this reference. Parents acknowledge that it is their responsibility to ensure that IAF has up to date emergency and medical information and to inform IAF of any medical condition, whether temporary or not, which affects the Student's ability to participate in the Program(s). Parents acknowledge that it is their responsibility to provide all prescription medications and supplements on the registration date and to provide a sufficient amount for the duration of the Program(s). All medications, except those which must be kept on the Student's person for emergency use, must be kept and distributed by IAF staff.

b. Upon enrollment, Parents agree to review, complete and execute the full Health History Form, including the immunization record, located in the CampMinder account and incorporated herein by this reference. IAF follows the same guidelines as CA school law and requires that all immunization requirements be met prior to arrival on campus. Students without the proper immunizations will not be allowed to attend. Exemptions must be for medical reasons and documented by a physician.

c. In the event of an injury to Student or Student illness, IAF will make reasonable efforts under the circumstances to contact Parents. In case of injury to the Student, Parents consent to any of the staff, employees, and representatives of IAF to administer first aid and/or take whatever action is deemed reasonable to preserve Student's health and safety, including but not limited to, obtaining emergency medical or dental treatment, as the IAF staff, employees, and representatives deem appropriate under the circumstances. Parents understand that IAF does not carry or maintain health, medical or disability insurance coverage for Student, and Parents therefore agree to assume the responsibility for such insurance coverage for Student and to pay all costs of medical

care and services provided to Student as a result of or while participating in the Program(s). In the event IAF is required to provide payment on behalf of Student for any additional costs or expenses for any reason, Parents provide IAF authority to charge Parents CampMinder account within one week of IAF paying such costs or expenses to fully reimburse IAF for all such costs or expenses.

d. Parents agree and confirm that Parents have disclosed to IAF all medical conditions of any type that could affect Student's participation if they occurred while on the Program.

16. Parents' Contact Information

Parents are required to keep Parents' current home address, cell phone, home phone, work phone numbers, and email address on file with IAF. This information may be used for emergency contacts, standard communications or other important purposes. If either Parent's current home address, cell phone, home phone, work phone numbers, or email address changes, the Parent with the changed information must inform IAF the day following the change. Parents agree to respond promptly to all communications from IAF, and IAF's officers, trustees, employees, and agents.

Parents, if located in California, understand and agree that they must pick up Student within 48 hours in case of an emergency or if Student is dismissed from the Program(s) for any reason. Parents, if located outside California including internationally, understand and agree that either they or a guardian on file must pick up Student within 96 hours in case of an emergency or if Student is dismissed from the Program(s) for any reason.

17. Entire Agreement

This Agreement, the Student Contract, the Medication Policy and the Procedures Form constitutes the entire agreement between the Parties pertaining to the subject matter hereof. It is agreed that no oral or written representations, statements, warranties, express or implied, or inducements have been made except as expressly set forth in this Agreement. No supplementation, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the Student, and the Student's Parents, and the Director of Program Operations or his or her designee.

18. Severability.

This Agreement is legally binding and will be construed broadly to provide a release and waiver to the maximum extent permissible under any applicable law. Any provisions found to be void or unenforceable shall not affect the validity and enforceability of any other provisions. If any clause, sentence, paragraph or other provision of this Agreement is, for whatever reason, deemed void, or otherwise unenforceable, then such language shall be severed from the Agreement and the rest of the Agreement shall remain in full force and effect.

19. Governing Law and Venue.

The Parties agree that any dispute regarding the terms, conditions or enforcement of this agreement shall be governed by the laws of the State of California. The Parties acknowledge and agree that any claim or dispute arising out of this Agreement including Claims arising out of

or relating to Student's participation in the Program(s) shall be governed by the laws of the State of California. The Parties further agree and acknowledge that any suit, action, or proceeding brought to enforce or arising under this Agreement including Claims arising out of or relating to Student's participation in the Program(s) may only be brought (i.e., venues) in the State of California, County of Riverside County, and expressly waive the right to assert jurisdiction or venue in any location other than the State of California, County of Riverside.

Parents understand that the electronic signature below and its related fields are treated by the Parties like a physical handwritten signature on a paper form. The parties agree to sign this by electronic means.

The Parties consent to use electronic records and my electronic signature, as defined in Civil Code 1633.1 et seq., to execute this form. By clicking the box below and typing **their names**, **the Parties agree to the execution of this form by electronic means.**

Unless one parent has had his/her parental rights terminated by court order, or is otherwise incapacitated, both living parents or legal guardians must sign this Agreement. For any questions or concerns regarding this requirement, please contact the Director of Summer Enrollment.