

SUMMER 2016 REGISTRATION AGREEMENT

Sign and return by Friday, June 3, 2016

Student's Full Legal Name {PRINT} _____
Agreement Dates: June 14, 2016 – July 15, 2016

Release of Liability:

I/We agree that de Toledo High School ("dTHS") shall not be liable for any accident or injury that my/our child may sustain in conjunction with any school-sponsored or school-required activity arising out of ordinary negligence. I/We hereby release dTHS, its Board of Directors, employees, officers, directors, representatives, agents, assigns, volunteers, and associated organizations ("dTHS parties") from any liability that might arise from my/our student's participation, resulting from ordinary negligence.

Hold Harmless/Indemnification:

I/We agree to indemnify and hold dTHS parties harmless from any and all claims, expenses and costs for personal injuries or damage sustained by my/our student while attending dTHS Summer 2016 or while participating in school activities such as athletics and other dTHS Summer 2016-sponsored events.

Emergency Medical Care and Service:

I/We agree that dTHS parties shall in no way be liable for any accident or injury which the student might sustain in conjunction with any such activity arising out of ordinary negligence. In case of injury, (if I/we or the student's physician is not available), I/we do hereby authorize dTHS to take the student to an emergency hospital and consent to any x-ray examination, anesthetic, medical or surgical treatment rendered by any member of the medical or emergency room staff licensed under the provisions of the Medical Practice Act, or a dentist licensed under the provisions of the Dental Practice Act and the staff of any acute general hospital holding a current license to operate a hospital from the State of California Department of Public Health. I/We agree to indemnify and hold harmless dTHS parties from any and all claims, damages, expenses, and costs of medical care and services provided to the student arising out of any illness or injury sustained by the student while attending dTHS Summer 2016 or participating in a dTHS Summer 2016-sponsored event.

Publications:

I/We authorize the use of the student's photographs, likeness, recordings and artwork in any and all dTHS materials including, but not limited to, school publications and promotions or on dTHS' website.

Disruption of School Operations:

Although dTHS expects to operate its facilities during the term of this Agreement, I/we understand that events beyond dTHS' control may necessitate a cessation of all or part of its operations and result in an extension or contraction of the Summer 2016 program. In the event dTHS' operations are disrupted for any reason, it shall be entitled, in its sole discretion, to suspend its duties, obligations, and performance under this agreement immediately and without notice. All students, parents and guardians must abide by the school policies and procedures as set forth in the latest version of the de Toledo High School Parent/Student Handbook as indicated in this Summer 2016 Release Agreement in the section "Summer School Attendance."

Cancellation of Classes:

dTHS reserves the right to cancel any offerings due to under-enrollment or other circumstances. dTHS will notify all registrants of final course/class decisions as follows: By June 9, 2016 Summer School Semester 1, Summer Spark, Summer Sports; by June 23, 2016 Summer School Semester 2.

Summer School Attendance Policy (for credit-based courses only):

Due to the large volume of material covered during each class meeting, daily attendance is required and recorded. If a student misses more than two meetings of a class (in a full-year, two semester class) or more than one class meeting for a half-year, one semester class, he/she may be dismissed from the course. Three ten-minute tardies in the same class count as an absence. Students who arrive more than 30 minutes late will be considered absent. Academic credit may not be awarded if a student misses more than two classes.

Refund Policy:

- If a student withdraws on/before May 13, all tuition/fees, less \$100 registration fee will be refunded.
- If a student withdraws between May 13 and June 12, 40% of tuition/fees will be refunded.
- If a student withdraws June 13 or thereafter, no refunds will be given.
- A full refund (100%), including registration fee, will be made in all cases when a class is cancelled.
- There will be no refunds in cases where students are dismissed or terminated from the course.
- dTHS will notify all registrants of final course/class decisions as follows:
June 9-Summer School Semester 1, Summer Spark, Summer Sports
June 23- Summer School Semester 2, Summer Spark, Summer Sports

Privilege of Enrollment:

dTHS reserves the right to suspend or discontinue a student's enrollment in Summer 2016 based upon the student's uncooperative, disruptive or other unacceptable behavior that is detrimental to the reputation of dTHS, and/or poor levels of academic achievement, as determined by the Head of School of dTHS or his or her designee in his or her sole discretion. Furthermore, a positive and constructive working relationship between dTHS and a student's parent(s)/guardian(s) is essential to the fulfillment of dTHS' Summer 2016 educational purpose. I/We understand, therefore, that, in addition to the rights of dTHS set forth in the first sentence of this paragraph, dTHS reserves the right not to extend the privilege of registration to a student, or to suspend or dismiss an enrolled student, if the Head of School of dTHS or his or her designee concludes in his or her sole discretion that the actions of a parent(s)/guardian(s) make such a positive and constructive relationship impossible or otherwise interferes with dTHS' accomplishment of its educational purpose. See "Code of Behavior & Discipline Policies" section of the latest version of the de Toledo High School Parent/Student Handbook.

Other Terms:

A decision by dTHS not to enforce its rights under this Agreement in any particular situation will not constitute a waiver of those rights in any future situation. This Agreement shall be governed by the laws of the State of California. The terms of this agreement shall be severable, such that if any term is for any reason held to be unenforceable or in conflict with any law governing this agreement, the validity of the remaining portions shall not be affected. I/We further understand and agree that in connection with any dispute arising out of this Agreement, the prevailing party shall be entitled to its reasonable costs and expenses, including attorneys' fees. I/We agree that in any litigation arising from the alleged breach of this Agreement, or which relates in any way to my/our relationship with dTHS, the only proper venue shall be the appropriate court in Los Angeles County, California.

Integration Clause:

This Agreement constitutes the entire agreement between the undersigned person(s) and dTHS Summer 2016 pertaining to the subject matter hereof. It is agreed that no oral or written representations, statements, 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 reduced to a written instrument which specifically references this Agreement and is signed by the undersigned persons or authorized representatives and the Head of School of dTHS or his or her designee.

Student's Full Legal Name {PRINT} _____

Acknowledgment and Assumption of Risk:

I/We recognize and endorse dTHS' belief that students learn and grow through active involvement in a wide range of endeavors. In addition to regular classes, these endeavors include field trips, individual and team athletics, and a wide range of co-curricular and extra-curricular trips and program. Through their participation in these activities, students may be subjected to physical dangers that are inherent in these activities and thus impossible for dTHS or its participants to fully control or eliminate. Additionally, I/we am/are aware that dTHS believes that such activities are of the greatest value when students are afforded a high level of autonomy, independence, and responsibility. I/We recognize and accept that this approach may also expose students to significant risks. *I/We acknowledge the risks associated with enrolling my/our student at dTHS Summer 2016 and his/her participation in its activities, and accept these risks on behalf of my/our student.* In addition, before attending any field trip, a Field Trip Consent and Waiver of Liability form must be submitted and processed and all school policies and procedures must be maintained during these endeavors.

Concussion Parent Fact Sheet from CDC:

Located in the latest version of the de Toledo High School Parent/Student Handbook, as required by California law, is a CDC Concussion Parent Fact Sheet (page 36 of the handbook). Parents and students should read the handbook in total but a parent/guardian must sign and date below which indicates you have read this CDC Concussion Fact Sheet.

Parent/Guardian Signature

Date

I/we have read and understand all of the terms and conditions of this Agreement as stated above, and read the latest version of the de Toledo High School Parent/Student Handbook and agree to be bound by those terms and conditions. I/We certify that I/we am/are the legal custodial parent(s) hereby register my/our child at dTHS Summer 2016 on the terms set forth above. I/We hereby assume full legal and financial responsibility for payment of fees and other charges set forth in this agreement and agree that if more than one person has signed below, our financial obligation is joint and several. I/We agree to the rules and regulations of dTHS Summer 2016 as they now exist or may be altered or amended from time to time, and agree that dTHS may suspend, expel, dismiss and/or bar any student from classes or examinations for failure of the student or me/us to abide by dTHS' rules and regulations, without any reduction in my/our financial obligations to dTHS.

ACCEPTED BY PARENT OR GUARDIAN:

Signature 1: _____

Print Name: _____

Address: _____

Email: _____

Date: _____

Relation to Student: _____

Signature 2: _____

Print Name: _____

Address: _____

Email: _____

Date: _____

Relation to Student: _____

Sign and return by Friday, June 3, 2016