



## **YOUTH PROGRAM TERMS & CONDITIONS**

### **SUMMER 2020**

**By registering for an Architecture and Design Exchange Youth Program, you agree to these Terms and Conditions.**

#### **Youth Programs Rules & Policies:**

Students are expected to treat each other and all staff with respect, and to follow the group instructions and activities. Any student whose behavior disrupts the program or jeopardizes the safety of any member of the group or who engages in any form of cyberbullying toward another student or teacher or family (such as text messages, social media posts, emails, and discussion boards) will not be tolerated and parents will be notified. The Architecture and Design Exchange (the "AD EX") reserves the right to dismiss and expel a student from the program for such offending behavior with or without partial refund at the AD EX's sole discretion.

#### **Consent, Photo Release and Waiver of Liability and Indemnity Agreement:**

The parent(s) and/or legal guardian(s) of the "Student", a minor, in consideration of the opportunity to participate in the programs and activities of the Architecture and Design Exchange (the "AD EX"), hereby agree and acknowledge that:

- The Student is participating in the AD EX's programs and activities with my consent and at my and the Student's own risk.
- I understand that the Student will participate in online programming and activities, and that participation in these activities carries certain inherent risks, including but not limited to the risk of data mining, phishing, viruses, malware, data breach of online information, cyberbullying, exploitation, victimization, cyber stalking, online grooming, cyber predators, and image replication. I voluntarily assume responsibility for all risks, known and unknown, involving the Student's participation in the aforementioned activities, and I voluntarily authorize his/her participation in reliance upon my own judgment and knowledge of the Student's experience and capabilities.
- The digital content of the program, the images of the persons (including Students, teachers and others) participating in the program or viewable during the program, the audio created or occurring during each program and the teaching materials used during the program (collectively "Program Content") are not the property of the Student or parents. No use or reuse or recording or transfer or digital posting or any part of the Program Content is permitted.
- I, individually and on behalf of the Student, and the Student's heirs, legal representatives and assigns, fully accept and assume all risks and dangers associated with the Student's participation in the AD EX's programs and activities and all responsibility for any loss, liability, damage or expense, whenever arising or discovered, and for any claim or demand on account of, or relating to, any injury to the Student (of whatever extent or nature) and any damage to the Student's property, including injury, loss or damage (of whatever extent or nature).
- I accept sole responsibility for the conduct and actions of the Student while s/he is participating in any AD EX program. I understand that although the AD EX persons may engage with the Student during online programming, the Program is not supervising the Student and I am and remain responsible for the Student's conduct and safety.

- I, individually and on behalf of the Student, and the Student's heirs, legal representatives and assigns, hereby a) release, waive, discharge and covenant not to sue the AD EX, the Architecture and Design Exchange, the AIA Dallas Chapter, their teachers, administrators, directors, members, officers, agents, licensees, assigns, volunteers and employees and any other participants in the AD EX's programs and activities (the "Releasees") from any liability, claims, demands, losses or damages (of whatever extent or nature) to me and to the Student however incurred or alleged to be incurred and b) hereby agree to indemnify the Releasees against any liability, claim, demand, loss, cost (including attorneys' fees and costs) or damage (of whatever extent or nature) on account thereof.
- Consent for Use of Student Image. I agree to allow the AD EX or its agents to photograph or record the Student during any program. I further agree that the Student's image or likeness in photographs, videos, or audio may be used and reused for educational or promotional purposes of the AD EX, or not-for-profit purposes selected by the AD EX or our partner organizations, including posting on the Internet. I agree that the use described herein is without compensation to me or the Student. I waive any right to inspect or approve the finished electronic, photograph, or printed matter that may be used in conjunction with the printed matter now or in the future. I release any and all rights, titles and interest my child or I may have in said photographs, movies, video tapes, website productions, finished pictures, reproductions, copies or negatives of the same in connection with such uses. I expressly release the AD EX, its agents, employees, licensees and assigns from any and all claims which I or the Student may have for invasion of privacy, right of publicity, defamation, copyright infringement, or any other causes of action arising out of the herein prescribed use, adaptation, reproduction, distribution, broadcast or exhibition of such images and/or recordings.

I have read this Consent, Release and Waiver of Liability and Indemnity Agreement, fully understand its terms, understand that I have given up substantial rights by accepting this Agreement, and have accepted this Agreement freely and voluntarily without any inducement, assurance or guarantee of any nature.

**Limitation of Liability:**

IN NO EVENT SHALL THE AD EX OR AD EX RELEASEES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF, OR THE INABILITY TO USE, THE YOUTH PROGRAM, CONTENT, INFORMATION, AND FUNCTIONS OF THE SITE OR ANY LINKED WEBSITE; EVEN IF SUCH PARTY IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE YOUTH PROGRAM OR THE SITE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND CONTENT.

These Terms and any additional terms and conditions contained in the Site (the "Agreement"), constitute the entire agreement between us with respect to your use of the Site or the Content. Any cause of action you may have with respect to your use of the Site or Content must be commenced within ninety (90) days after the claim or cause of action arises or it will be forever barred. If for any reason a court of competent jurisdiction finds any provision of the Agreement or portion thereof to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Agreement, and the remainder of this Agreement shall continue in full force and effect. No failure to exercise or enforce any right or provision of this Agreement shall constitute a waiver of such right or provision.

**Changes to these Terms:**

We reserve the right, at our sole discretion, to change, modify, add or remove any of these Terms, in whole or in part, at any time and changes will be effective when notice of such change is posted on the Site.