

CARTOON CAMP-TERMS, POLICIES, WAIVERS & AGREEMENTS

V02--Last updated: March, 2024

This is very important information, please read carefully and agree to all of these terms, policies and waivers in order to register for Cartoon Camp.

You will be provided a copy of this document for your reference as part of your Welcome Package.

If anything is unclear or you have any questions prior to agreeing, email us at Education@UpchuckleEducation.com or call 647-453-2227 during business hours.

Possible Health Accommodations for Others

As you've seen in this Registration Form, if any student has a severe allergy (for example: Peanuts) we will notify all Registrants via email well in advance of our first day. For the health and safety of our students, these accommodations must be respected and followed by all. You hereby agree to acknowledge receipt of any such email, to inform your student and not allow for that allergen or other health risk to enter Cartoon Camp in any form.

Late Pickup Policy And Fees

Cartoon Camp runs between the hours of 10am to 4pm. If a student is not picked up on time, after a 9-minute grace period, at exactly 4:10pm a strict late pickup fee of \$10+HST per Student for every 15 minutes late will be applied.

The time of pickup and related charges are determined by the instructor's clock. For example, if the student is not picked up until 4:33pm:

After the 9-minute grace period...

4:10pm---\$10+HST is charged

4:25pm---An additional \$10+HST is charged

4:33pm--The child is picked up. Total late pickup charges would be \$20+HST.
(The next \$10+HST fee would have been added to the total amount at 4:40pm).

These fees are less than our standard hourly rate.

As outlined with the provided information, our Late Pickup Policy and Fees also apply to our Extended Hours Program, if applicable.

Upon late pickup, if possible, the instructor will do what they can to note the time of pick up and remind the late party of the additional resulting charges.

An invoice will be provided via email that evening and the late fees must be paid in full before the start of the next day.

Failing to pay late pickup fees could impact the student's eligibility for future Upchuckle Education events.

Note: Dropping off a student late in the morning does not allow for late pickup.

Refund Policy

If a student attending Cartoon Camp must cancel their participation after registration:

- 8+ days prior to the first day of Cartoon Camp: (50% refund).
- 7 or less days prior to the first day of Cartoon Camp: Non-refundable.

Why? A great deal of time and work goes into preparing Cartoon Camp as well as costs associated with materials, staffing and venue rental. We rely on an accurate headcount to run Cartoon Camp. Finding a replacement student just 1 week before Camp begins may not be possible.

In the unlikely event something drastic happens which is out of our control (for example: The venue unexpectedly closes or something unfortunate renders our instructor unable to teach) the Cartoon Camp fees you've paid will be divided evenly into a per day rate. For any individual days we are unable to operate, you'll be given a choice of either a credit for that amount or a 100% refund for (and only for) the individual missed days.

Refunds are not given in the event a student misses individual days, whether in whole or in part. (See Sick Days Policy immediately below for more information)

Sick Days, Covid and Attendance

If the student is either showing signs of Covid or has been recently exposed DO NOT bring them to Cartoon Camp. You would be putting any vulnerable students, our instructors and their families at risk.

Whether the student is sick from Covid or other illness, we don't want them to miss out and will work with you to come up with a plan on a case-by-case basis. Just contact us in advance of the missed day(s) if the student is sick. While we are unable to give refunds, we will find a way to make up for the missed time, if the student would like. Note: Timing of this would be dependent on the number of students needing makeup time and instructor availability. This means the makeup session(s) may not be for some time.

In the unfortunate and somewhat unlikely event of the Instructor's sickness or inability to attend any number of classes, all families will be notified as early as possible and a partial refund or make-up date for any missed time will be scheduled as soon as is possible, as outlined in our Refund Policy.

Anti-Bullying, Violence, Damage to Property and Discrimination Policy

****We insist you discuss this policy and its importance with your child prior to attending Cartoon Camp.****

Cartoon Camp is a positive and inspiring safe-space where all people can feel completely welcomed and supported, regardless of race, religion, gender, physical ability or skill level. We are all here to support each other.

There is a strict zero-tolerance policy when it comes to bullying, threatening, harassment, damaging property, theft, physical conflict, verbal insults, aggressive yelling or cruelty of any kind. Depending upon the severity of the event or altercation, if the situation is not immediately stopped and corrected to the satisfaction of the victim, other students and instructor, such behaviour will very likely lead to an immediate and non-refundable expulsion from Cartoon Camp and possible ban from future Upchuckle Education events.

Expulsion would include a prompt phone call to the emergency contact for the student to be picked up immediately and not return to Cartoon Camp. Depending on the threat to safety and emotional well-being of the other students, the expelled student may need to wait to be picked up in a separate, unsupervised space from the class.

Additionally, unless it's a gentle high-5 or fist bump for a job well done, there is never a need for any Cartoon Camp student to lay hands on another. Unwelcomed or inappropriate contact (whether in aggression or hyper play that gets out of hand) is strictly forbidden and subject to our expulsion rule outlined above.

It is our sincerest hope and expectation this is never a situation any student will ever be in.

Venue

It's important to note the Venue and its staff are not affiliated with Cartoon Camp and any communication, questions or possible complaints related to Cartoon Camp should only be directed to Upchuckle Entertainment staff, either by email, phone or in person. We do not wish to use the Venue staff's time unnecessarily and they will likely be unable to provide you with accurate information or satisfactory outcomes. It is also absolutely crucial the Venue and property within is respected by all Cartoon Campers at all times.

ACTIVITY WAIVER

At Cartoon Camp we strive to provide a wonderful experience for your child. Keeping them safe, happy and preventing any injury or incident is our absolute top priority.

However, below is the very important legal nitty-gritty, should anything unfortunate take place.

IN CONSIDERATION of being allowed to participate in the Activity and other good and valuable consideration, the receipt of which is hereby acknowledged, I the "Legal Guardian", agree on behalf of the "Student" with Upchuckle Entertainment of Barrie, ON, Canada (the "Activity Provider") to the following:

DETAILS OF ACTIVITY

The Student will be participating in the following activity: Cartoon Camp: Art & Animation Classes (the "Activity") provided by the Activity Provider.

CONSIDERATION

Being the lawful guardian of the Student, and in consideration of the Student being permitted to participate in the Activity, on behalf of the Student the Legal Guardian releases and forever discharges the Activity Provider, its owners, directors, officers, employees, agents, landlords, assigns, legal representatives, and successors from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims, and demands for or by reason of any injury or disappearance to person or property, including injury resulting in the death of the Student, which has been or may be sustained as a consequence of the Student's participation in the Activity, and notwithstanding that such damage, loss, or injury may have been caused solely or partly by the negligence of the Activity Provider.

The Legal Guardian and/or Student if 16 years of age or older, understands that the Student would not be permitted to participate in the Activity unless the Legal Guardian agrees to this Waiver.

CONCURRENT RELEASE

The Legal Guardian and/or Student if 16 years of age or older, acknowledges that this Waiver is given with the express intention of effecting the extinguishment of certain obligations owed to the Student by the Activity Provider, and with the intention of binding the Participant's heirs, executors, administrators, legal representatives, and assigns.

FITNESS TO PARTICIPATE

The Legal Guardian and/or Student if 16 years of age or older, acknowledges to the Activity Provider that the Student does not have any physical limitations, medical ailments, or physical or mental disabilities that would limit or prevent the Student from participating in the Activity. If required, the Student will obtain a medical examination and clearance.

MEDIA RELEASE

The Legal Guardian and/or Student if 16 years of age or older, agrees to permit the Activity Provider to utilize any photos and/or videos taken during the Activity that may or may not include the Student and/or their artwork for marketing and promotion of the Activity Provider's services and promote the work created by the Student. Such photos and/or footage may be used by the Activity Provider as seen fit, such as but not limited to on website, social media and/or for promotions and advertising. No compensation for such imagery or video footage will be required from the Activity Provider to the Legal Guardian, the Student or any other individual or party.

SECURITY

The Legal Guardian and/or Student if 16 years of age or older, agrees the venue, Landlord and/or Activity Provider may or may not utilize one or more surveillance cameras to ensure safety and security of all people and property and may be used as evidence by either authorities, Landlord, Activity Provider or any relevant party, as needed.

MEALS AGREEMENT

The Legal Guardian and/or Student if 16 years of age or older, agrees to ensure the Student brings a sufficient packed lunch, drinks etc. to the Activity any day that the provided Pizza Party Lunch will not be taking place (if applicable). Refrigeration may or may not be provided, depending on the Venue.

If applicable the Legal Guardian agrees to permit the Student to participate in the provided Pizza Party lunch supplied by the Activity Provider. The Legal Guardian and/or Student if 16 years of age or older, releases Upchuckle Entertainment, the Activity Provider and any employees and associates of any possible injuries, illness or damage as a result of the Student participating.

VENUE AND PROPERTY

The Legal Guardian and/or Student if 16 years of age or older, agrees the Student will behave responsibly at Cartoon Camp, and will not commit theft or damage, intentionally or otherwise, any part of the Venue, equipment, items or property. In such an instance, the the Legal Guardian and/or Student if 16 years of age or older, accepts all responsibilities and costs to replace or repair the damaged Venue, items or equipment whether belonging to, but not limited to, the Activity Provider, its staff, the Landlord of the Venue or fellow students.

FULL AND FINAL SETTLEMENT

The Legal Guardian acknowledges and agrees with the Activity Provider that: (1) the Activity Provider has given the Legal Guardian sufficient time to carefully read this Waiver, (2) the Legal Guardian has been given the opportunity and has been encouraged to seek independent legal advice prior to signing this Waiver, (3) the Legal Guardian fully understands the risks and claims that the Student is waiving to participate in the Activity, (4) the Legal Guardian is freely and voluntarily executing this Waiver, and (5) the Student is forever prevented from suing or

otherwise claiming against the Activity Provider for any property loss or personal injury that the Student may sustain while participating in or preparing for the Activity.

GOVERNING LAW

This Waiver will be governed by and construed in accordance with the laws of the Province of Ontario.

EMERGENCY CONTACT

The Legal Guardian and/or Student if 16 years of age or older, has provided accurate emergency contact information in the Registration Form and will sufficiently notify Activity Provider of any changes.

AGREEMENT

The Legal Guardian and/or Student if 16 years of age or older, has read, understood and agrees to all policies, terms and fees outlined in this Agreement and understands all terms are applicable to all time related to the Activity, late pickup time and/or the extended hour program.

By submitting the Cartoon Camp Registration Form, you fully agree to all policies and terms within this Agreement.