|  |
| --- |
| holaspanishclasses.compatricia@holaspanishclasses.com416-884-7145 |

# Policies and Liabilities

**Registration Policy**

By registering your child, you will give up legal rights, including the right to sue

Hispanic Open Learning Academy (hereinafter “HOLA”) for any accident or injury arising out of participation in any activity of HOLA Spanish classes.

**Assumption of Risks, Release of Liability, Waiver of Claims and Indemnity Agreement**

|  |  |
| --- | --- |
| I understand and accept the risk associated with all HOLA activities, including the possibility of physical or emotional injury, and property damage. I understand that this agreement applies not only to use of the tools and equipment to create arts and crafts, and other activities, including playing, singing and acting during class. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Specific risks of the activities include: cuts and contusions, sprains and muscle and joint strains, broken bones, burns, equipment failure, equipment fall, and fall of the participants. HOLA seeks to create a safe environment, but the unexpected might occur. HOLA may not know the health or abilities of a participant. **I ACCEPT AND VOLUNTARILY ASSUME ALL THE RISKS ASSOCIATED WITH THE ACITVITIES OF HOLA AND I CHOOSE TO PARTICIPATE DESPITE THESE RISKS.** |  |

1. I acknowledge that, in addition to the risks described above, my participation or my child’s participation in HOLA entails additional risks if I or my child have a food allergy. I understand that HOLA does not offer or guarantee a nut-free environment and I and my child are responsible to have an individual emergency plan, including an epinephrine injector (Epi-Pen) if needed. I agree, on behalf of myself or my child, to accept and assume all of the risks associated with participating in HOLA activities and voluntarily agree to participate in HOLA activities despite the added risks.
2. I am signing this Agreement on behalf of my child, I confirm that I have assessed the risks associated with HOLA activities, in light of the specific abilities and circumstances of my child, **and I VOLUNTARILY ALLOW MY CHILD TO PARTICIPATE** in any HOLA

activities despite the risks. I therefore agree that if my child is injured during HOLA activities, I will accept all responsibility and liability for such injuries.

1. I confirm that I have read or heard or seen the rules governing my or my child’s participation in any HOLA activity. I understand that HOLA’s rules have been implemented for the safety of all participants, and I have explained the rules to my child. I understand that my or my child’s failure to follow HOLA’s rules could result in damage, expense, injury, or death. I acknowledge that my or my child’s failure to follow the rules could result in expulsion from HOLA classes.
2. I agree to **GIVE UP MY RIGHT TO SUE HOLA** and its directors, officers, employees or agents for any damage, expense, physical or emotional injury, paralysis, or death that I or my family or estate may suffer as a result of my participation in any HOLA activity, DUE TO ANY CAUSE WHATSOEVER, including HOLA’s negligence, the failure to warn or protect me from risks, breach of contract, breach of any other duty of care, or breach of the Occupiers’ Liability Act, R.S.O. 1990, c. O.2. I agree to waive any and all claims that I have or may have in the future against HOLA and its directors, officers, employees or agents and to **RELEASE HOLA and its directors, officers, employees or agents FROM ANY AND ALL LIABILITY** for any damage, expense, injury, or death.
3. I also agree to hold harmless and indemnify HOLA and its directors, officers, employees or agents from any and all liability for any damage, expense, injury or death caused to any third party as a result of my child’s participation in HOLA activities.
4. In the event of emergency, I hereby give permission to the physician selected by the School and its directors, officers, agents and employees to secure proper medical treatment and/or order injections and/or anesthesia for the person named above.
5. I agree that if any portion of this Agreement is found to be void, unenforceable, or inapplicable, the remaining portions shall remain in full force and effect.
6. If I am signing this Agreement on behalf of a child, I confirm that I am the child’s parent or legal guardian, or that I otherwise have legal authority to sign this Agreement on behalf of the child.
7. I confirm that have read or have had sufficient opportunity to read this entire Agreement, have understood the terms of this Agreement, and AGREE TO BE BOUND by the terms of this Agreement.

**Food Policy**

Some of the children attending HOLA Spanish classes may have food allergies. We kindly ask you not to send your child with food with peanuts and nuts, and we will advise you if other allergens have been identified by a parent. Please advise your children not to share their food with other students.
HOLA Spanish classes do **not** offer or guarantee a nut-free environment. If your children has any nut or related allergies, please let us know when registering. Make sure that your child has an individual emergency plan, including an epinephrine injector (Epi-Pen) if needed.

**Refund Policy**

You will not be refunded if:

1. You decide to withdraw your registration within a week of the program start date.
2. The student does not continue in the program for any reason.
3. HOLA decides that the student should not continue, as a consequence of force majeure or exceptional circumstances, including bad and/or aggressive behaviour by the student. HOLA does not tolerate bullying.

Be kind to other children and keep your child at home if she or he has a communicable illness.HOLA reserves the right to refuse admittance or ask that your child be picked up if his/her interaction is unsafe or disrespectful to others.

**General Policies**

1. HOLA reserves the right to combine or cancel classes due to low enrolment. All students will be notified in advance, and refunds issued if necessary.
2. There are no classes on all statutory holidays. HOLA will remind you prior to a long weekend.
3. Parents are to wait outside the classroom until class is finished.
4. If a student will be absent, please email patricia@holaspanishclasses.com as soon as possible, preferably at least 24 hours prior to the class, so the teacher is aware.
5. HOLA is not obligated to provide additional classes due to student absence. Classes cannot be prorated or credited for missed classes or carried over to following sessions. Make-up classes may be offered at the discretion of the teacher or for class cancellation due to extreme weather or power failures.
6. If you arrive after class dismissal, HOLA does not charge a fee, but consider that the teachers are late for the next class. At 10 minutes post class dismissal, we will contact you and/or your secondary contact to come immediately.

Please keep in mind that the class is staffed with teacher(s), the space is rented, and materials are prepared regardless of whether a registered student attends. We take all the necessary steps to provide a quality program for all of our students. It is disruptive to both the registered students in the class and the teacher(s) delivering the program. We hope that you understand our goal is to provide the best quality program possible for your child and all the children in our classes. If your schedule has changed which makes attending the registered class difficult, we can certainly discuss an alternative class option with you. However, this depends on class availability.

Student Name (Please print) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent/Guardian Name (Please print) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Parent/Guardian\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_