

Lab Rats Cooperative Learning, LLC

Terms, Policies, and Acceptance of Risk

The following document outlines the expectations, requirements, and policies of Lab Rats Cooperative Learning, LLC (LRCL), with regard to programs provided and services rendered (hereafter LRCL, Class, Course, and/or Lab, Laboratory) to its students' parents or guardians (hereafter Parent/Parents), students hereafter (Student/Students), and families hereafter (Family/Families) during the Academic Year (hereafter Academic Year) which typically runs from early-mid August through mid-late May, depending upon the specific Course and calendar year.

TERMS

BY SIGNATURE BELOW, PARENT HEREBY CERTIFIES THAT HE/SHE HAS READ THIS DOCUMENT, FULLY UNDERSTAND ITS CONTENT, AND AGREES TO THE TERMS LISTED HEREIN.

1. -ENROLLMENT DEPOSIT & ENROLLMENT

1.A.- ENROLLMENT DEPOSIT

Enrollment Deposit must be paid prior to admission to LRCL. Payment serves to conditionally reserve a place for a student for the upcoming Academic Year. Parent must submit the non-refundable Enrollment Deposit in the amount of \$25 paid via LRCL's website (www.labratshomeschool.com). The Enrollment Deposit is not refundable unless LRCL rejects, in its sole discretion, a Student's request for admission. Enrollment Forms must also be completed.

1.A.i.- Current Families may submit an Enrollment Deposit for the upcoming Academic Year from January 15 through February 28/29 of the current Academic Year. During this time, current and returning Families are extended an invitation to Priority Enrollment for current Students and/or siblings. In order to qualify for Priority Enrollment, a family must be in good standing and current on payment of all Tuition and Fees from the current Academic Year.

1.A.ii.- Open Enrollment for new families begins on March 1 of the upcoming Academic Year.

1.B.- ENROLLMENT

By signature below, Parent accepts and acknowledges that Students are accepted and enrolled at the discretion of Lab Rats Cooperative Learning, LLC (LRCL).

If accepted, Parent will acknowledge:

- 1.** Continuous enrollment is customary for the full course throughout the academic year.
- 2.** Final determination of class level placement will be made by LRCL in accordance with LRCL's admissions or retention practices.
- 3.** All curriculum and lesson changes/decisions are made at LRCL's discretion.
- 4.** Active enrollment is valid only for the current Academic Year and does not entitle a Student to any future enrollment.
- 5.** Student retention is at the sole discretion of LRCL. LRCL reserves the right to suspend or dismiss any student, at any time, for any reason. Student suspension and/or dismissal does not absolve Parent of Tuition Obligation, as described below.

2.- TUITION & FEES

2.A.- TUITION OBLIGATION & ACKNOWLEDGEMENT

Tuition payments to LRCL primarily cover, but are not limited to, the compensation of LRCL's Staff and Administrators, including but not limited to, Danielle V. Startt. The amount of compensation/salary and to whom compensation is provided is at the complete discretion of LRCL and Danielle V. Startt.

2.A.i.- TUITION OBLIGATION

By signature below, Parent accepts and acknowledges that a Student is being enrolled for the entire upcoming Academic Year or period covered by the current Courses offered at LRCL. Parent further understands that the overhead expenses of the LRCL do not diminish with the departure of Students during the course of the Academic Year and agrees that it is impossible for the LRCL to determine at the time of a student's enrollment the damage and loss to LRCL that would occur due to the later cancellation/withdrawal of Students who have enrolled and been admitted.

Therefore, once Semester 1 Tuition Payment is submitted to LRCL:

1. Parent becomes liable for the entire year's Tuition and Fees as liquidated damages (and not a penalty) even if the Student is suspended, dismissed, withdrawn, absent, or is involuntarily separated from LRCL *unless* the parent chooses to formally withdraw the Student on or before September 1 of the current Academic Year, whereupon Parent will not be liable for Semester 2 Tuition, but will not be refunded for payment of Semester 1 Tuition or any Course-associated Fees.
2. If Student is withdrawn, absent, or involuntarily separated, for any reason, including without limitation, change of residence, health, withdrawal, suspension, or dismissal/expulsion, after September 1 of the current Academic Year, there will be no refund or reduction of fees or tuition already paid, and any unpaid balance, including Semester 2 Tuition, may, at the LRCL's election, become immediately due and payable.

2.Aii.- ACKNOWLEDGMENT

By signature below and by payment of Semester 1 Tuition, Parent accepts and acknowledges that:

1. Payment of Semester 1 Tuition acknowledges the obligation of payment of Copy and Materials Fee, Lab Fee, and Semester 2 Tuition.
2. Enrollment Deposit, Materials and Administrative Fee, Lab Fee, and Semester 1 Tuition are due on or before August 1 of the upcoming Academic Year for which Student is being enrolled.
3. Semester 2 Tuition is due on or before December 1 of the current Academic Year for which Student is actively enrolled.
4. Parent may terminate a student's enrollment by submitting a WRITTEN Termination Notice to LRCL. The Termination Notice must (a) be dated, (b) state the Student's name, (c) provide a reason for the termination of the enrollment; and (d) be RECEIVED by LRCL on or before September 1 of the current Academic Year.
 - 4.i- If such Termination Notice is received by LRCL on or before September 1 of the current school year, Parent will be relieved of the obligation to pay Semester 2 Tuition.
 - 4.ii.- Parents who Terminate a Student's enrollment after September 1 of the current Academic Year accept the obligation to pay Semester 2 Tuition.
 - 4.iii.- Parents who submit such a Termination Notice after the time of payment for Enrollment Deposit and before August 1 of the upcoming Academic Year will not be obligated or liable for any Tuitions and Fees for said Academic Year and Course with the exception of the non-refundable Enrollment Deposit.
5. LRCL has the right to suspend or terminate the attendance of any Student for any reason, especially if LRCL considers Student's continued enrollment detrimental to the LRCL Staff or Administration, or to the

LRCL community, the Student, the Student's Family, to LRCL's other Students or to other Student's Families, or for the Parent's failure to pay all or any part of the Parent's financial obligations for Student's attendance.

6. Suspension and/or termination of a Student's attendance does not absolve Parent of payment obligation for ant Tuition or course-associated Fees.

2.B.- FEES

Certain Fees are associated with Enrollment and Attendance with LRCL. Associated Fees include, but are not limited to, Materials and Administrative Fee, and Lab Fee. Fees serve to provide financial coverage for expenses including, but not limited to, physical materials and supplies for classroom operation and/or lab execution, safety and accident mitigation, utilities, technology and communication, licensing, and insurance.

2.B.i.- Payment of all associated Fees are mandatory and obligatory for Enrollment and Attendance with LRCL. All anticipated Fees are due with payment of Semester 1 Tuition on August 1 of the upcoming Academic Year.

2.B.i.- LRCL reserves the right to request additional Fees for unforeseen or emergency expenses at any point during the current Academic Year. Any additional Fees may be mandatory or voluntary at the sole discretion of LRCL.

3. -EMERGENCY MEDICAL RELEASE AND AUTHORIZATION TO SEEK TREATMENT

3.A.- AUTHORIZATION TO SEEK TREATMENT

By signature below, Parent grants authorization and consent for Danielle V. Startt or a designated LRCL Adult Volunteer/Agent (hereafter "Designated Adult") to administer general first aid treatment for any minor injuries or illnesses experienced by the minor participant. If the injury or illness is life threatening or in need of emergency treatment, Parent authorizes the Designated Adult to summon any and all professional emergency personnel to attend, transport, and treat the participant and to issue consent for any X-ray, anesthetic, blood transfusion, medication, or other medical diagnosis, treatment, or hospital care deemed advisable by, and to be rendered under the general supervision of, any licensed physician, surgeon, dentist, hospital, or other medical professional or institution duly licensed to practice in the state in which such treatment is to occur.

3.A.i.- Parent agrees to assume financial responsibility for all expenses of such care. It is understood that this authorization is given in advance of any such medical treatment but is given to provide authority and power on the part of the Designated Adult in the exercise of his or her best judgment upon the advice of any such medical or emergency personnel.

POLICIES

4. -MEDIA RELEASE

4.A.- RELEASE OF LIKENESS By signature below, Parent accepts and acknowledges that while participating in LRCL and it's Classes/Courses, Student may be photographed. Parent agrees to allow Student's photo, video, or film likeness to be used for any legitimate purpose by Lab Rats Cooperative Learning.

5. -CLASSROOM POLICIES AND EXPECTATIONS

5.A- ASSIGNMENTS, GRADING, ASSESSMENTS, AND ATTENDANCE

Classroom Policies will be outlined each Academic Year in the Student Binder, and include, but are not limited to Grading Scale, Syllabus, Recovery Plan, and general student expectations, as well as details regarding the physical and digital location of student resources and information on accessing online Grading Portal. Assignment details will be provided as Student work is assigned.

5.A.i.- LRCL reserves the right to dissolve, amend, or adopt new policies at any time at LRCL's sole discretion.

ACCEPTANCE OF RISK

6. -ACKNOWLEDGMENT AND ACCEPTANCE OF GENERAL RISKS

6.A.- GENERAL ACCIDENT WAIVER AND RELEASE OF LIABILITY

By signature below, Parent and Student acknowledge and accept the risks of Student participation in Lab Rats Cooperative Learning, LLC including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, Lab Rats Cooperative Learning, LLC (hereafter LRCL), Danielle Startt or Jason Startt from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. Parent certifies that Student is physically fit to participate in Class and Lab and that there are no health-related reasons or problems which preclude Student's participation in this activity.

6.B.- ACKNOWLEDGEMENT AND ACCEPTANCE OF RISKS AND RISK MITIGATION IN SCIENCE LABORATORIES AND FIELD RESEARCH

6.B.i.- By signature below, Parent and Student acknowledge and accept that the science Class, Laboratory, and Field Research present many hazards that are significantly different from what participants are exposed to in everyday life. The safe and enjoyable working conditions in science Laboratories are ensured by a complex system of control and risk mitigation techniques. These include *engineering controls*, such as personal protective equipment, and resistant materials and *administrative controls*, such as material handling protocols, equipment operation protocols, and the training of Students. If a dangerous situation develops in the Lab, various established emergency response procedures are followed to protect personnel health and minimize damage to property.

6.B.ii.- By signature below, Parent and Student acknowledge and accept the continuation of safe and enjoyable working conditions in the Lab requires that all who spend time in the Laboratory or in Field Research understand the risks involved as well as the risk management approaches. Safe and enjoyable working conditions in the Field or Laboratory are readily achieved by the concerted effort of all Lab participants, including Students and LRCL Staff, to adhere to the safety rules and standard operating procedures developed for the Lab. Carelessness and unsafe work practices not only endanger the individual but also the rest of the Lab participants, whether they are present at the time or not. Chiefly for this reason, Laboratory safety is to be taken seriously by all participants, and any questions or observations regarding safe work practices should be reported to LRCL immediately. In addition to any Laboratory-specific risk mitigation processes discussed later, participants, including Students, LRCL Staff, and any other individual present, must strictly adhere to the following rules:

1. Appropriate personal protective equipment (goggles, gloves, lab coat, etc.) must be worn when

required in the Lab.

2. Open-toed shoes, shorts, skirts, and loose clothing are not allowed when they present a risk in the Lab.

3. Free flowing hair must be tied back when it presents a risk in the Lab.

4. Students and other participants must follow the instructions of LRCL Staff or designated Student leaders.

5. Under no circumstances are Students or other participants allowed in the Lab area or around lab equipment/set-up by themselves.

6. Eating, drinking, smoking, applying cosmetics, and taking medicines or vitamins are not allowed in the Laboratory.

7. Horseplay is absolutely forbidden in the Lab. LRCL reserves the right to remove a student from the Lab situation at any time due to safety concerns.

Adherence to these safety rules, the Laboratory-specific safety rules and protocols introduced by LRCL will effectively minimize the risks involved in working in the Lab, allowing for a safe, productive, and enjoyable experience.

7. - ACKNOWLEDGMENT AND ACCEPTANCE OF RISKS ASSOCIATED WITH COVID-19

By signature below, Parent and Student acknowledge and accept that while participating in Lab Rats Cooperative Learning (LRCL), consistent with CDC guidelines, participants are encouraged to practice hand hygiene, “social distancing” when appropriate, and wear face coverings when indicated to reduce the risks of exposure to and transmission of COVID-19. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, LRCL has put in place certain preventative measures to reduce the spread of COVID-19. However, LRCL cannot guarantee that its participants or any others in attendance will not become infected with COVID-19. In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not attend live classes at LRCL. Instead, notify your teacher that you will be attending class virtually.

7.A.- CERTIFICATION OF COVID-19 STATUS

By attending in-person classes at LRCL, Parent and Student certify that Student does not fall into any of the following categories:

1. Individuals who currently, or within the past fourteen (14) days, have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among others;

2. Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19; or

3. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

7.B.- DUTY TO SELF-MONITOR FOR COVID-19

Students and their Families agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath), to test for COVID if symptoms appear within 14 days after participating in LRCL, and to contact LRCL should testing prove positive within 14 days of physically attending LRCL.

7.C.- ASSUMPTION OF RISK TO COVID-19 EXPOSURE

By signature below, Parent and Student acknowledge and accept that

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist.
2. Parent/Student knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of LRCL.
3. Parent/Student knowingly assumes the risk of injury, harm and loss associated with participating in LRCL, including, but not limited to, any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of LRCL.

8- ACKNOWLEDGEMENT & ACCEPTANCE OF RISK, & DUTY TO SELF-MONITOR FOR CONTAGIOUS ILLNESS

8.A.- ACKNOWLEDGEMENT AND ACCEPTANCE OF INHERENT RISK

By signature below, Parent and Student acknowledge and accept the inherent risk of contracting contagious illness during participating in group activities.

8.B.- DUTY TO SELF-MONITOR FOR GENERAL CONTAGIOUS ILLNESS

Students and their Families agree to self-monitor for signs and symptoms contagious illness including, but not limited to, fever, cough, rash, vomiting, or diarrhea, and to abstain in-person participation in LRCL until such time as a return to group activities is recommended by personal physician or CDC guidelines.

8.B.i.- Parents and/or Students agree to contact LRCL should symptoms of contagious illness appear within 28 hours of attending LRCL.

GENERAL RELEASE AND WAIVER

9.- ACKNOWLEDGEMENT, RELEASE, AND HOLD HARMLESS WITH REGARD TO RISKS ASSOCIATED WITH PARTICIPATION IN LAB RATS COOPERATIVE LEARNING, LLC

By signature below, Parent acknowledges and accepts the risks associated with:

1. Participating in anticipated risks (as described within this document) as well as unknown and unanticipated risks associated with Class, Lab and Field Work.
2. Participation could cause injury, illness, or death to Student a person other than Student and/or damage to or destruction of another person(s)' property.
3. The description of risks found within this document is neither complete nor exhaustive, and that other risks, known or unknown, identified or unidentified, anticipated or unanticipated may also result in injury, illness, or death to Student, Student's property or other third parties.
4. All courses, lectures, and labs are conducted in the home of Danielle V. Startt and Jason A. Startt. By Student's participation in the activities associated with LRCL held at Danielle and Jason Startt's private home, the Parent acknowledges and agrees to the following:
 - 4.A. Assumption of Risk:** Parent understands that Student's participation in activities at a private home may present inherent risks, including but not limited to, physical injuries, property damage, or emotional distress. Parent voluntarily assumes all risks related to these activities. Parent also assumes responsibility for any personal property belonging to the homeowners or other LRCL participants, or property of LRCL that is damaged, destroyed, stolen, or lost by Student.
 - 4.B. Release of Liability:** The Parent, on behalf of themselves, their heirs, executors, and assigns, hereby

releases, waives, and discharges Danielle V. Startt, her family members, and any affiliated entities from any and all liability, claims, demands, actions, or causes of action arising out of or related to any loss, damage, injury, or death that may be sustained by the participant, or to any property belonging to the participant, whether caused by the negligence of the Danielle V. Startt, the her family, or otherwise, while participating in the activities or while in, on, or upon the premises where the activities are being conducted.

4.C. Pet Interaction Waiver: Parent acknowledges that Danielle V. Startt has informed them of the presence of pets in the home. Parent agrees that any interaction with these pets is at the Student's own risk. Parent waives any and all claims against Danielle V. Startt, Jason A. Startt, T. Cole Startt, Andrew E. Startt, and Ann F. Vellines related to any incidents involving pets, including but not limited to, bites, scratches, allergies, or other pet-related injuries.

4.D. Indemnification: Parent agrees to indemnify and hold harmless LRCL, Danielle V. Startt, her family members, and any affiliated entities from any claims, losses, liabilities, damages, and costs, including attorney's fees, resulting from any breach of this agreement or any acts or omissions by the participant.

4.E. Medical Treatment: In the event of any injury, accident, or illness, Parent authorizes the host to seek medical treatment on their behalf. Parent agrees to be responsible for any and all costs associated with such medical treatment.

By signature below, Parent acknowledges and accepts that in consideration of LRCL permitting Student to participate in this activity, Parent takes action for him/herself, executors, administrators, heirs, next of kin, successors, and assigns as follows:

9.1.-PARENT WAIVES, RELEASES, AND DISCHARGES from any and all liability, including but not limited to, liability arising from the negligence or fault of Lab Rats Cooperative Learning, Danielle Startt, Jason Startt, LRCL, for Student death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to Student including Student's traveling to and from this activity.

9.2.- PARENT INDEMNIFIES, HOLD HARMLESS, AND PROMISE NOT TO SUE LRCL, Lab Rats Cooperative Learning, LLC., Danielle V. Startt, Jason A. Startt, LRCL, any of their designated entities, or any entities, or persons mentioned in this document from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise.

9.3.- PARENT ACKNOWLEDGES that Lab Rats Cooperative Learning, LLC, Danielle V. Startt, Jason A. Startt, LRCL, and their directors, officers, volunteers, representatives, and agents are NOT responsible for errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

This document shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

Parent Signature

Date

Student Signature


Date

Student Signature or NA

Date or NA

Student Signature or NA

Date or NA



Danielle V. Startt
Lab Rats Cooperative Learning, LLC.

Date