

Lab Rats Cooperative Learning, LLC

Enrollment Terms

BY PAYMENT OF SEMESTER 1 TUITION, PARENT CERTIFIES THAT HE/SHE HAS READ THIS DOCUMENT, FULLY UNDERSTAND ITS CONTENT, AND AGREES TO THE TERMS LISTED HEREIN.

1. -ENROLLMENT AND TUITION

1.A.- ENROLLMENT By payment of Semester 1 Tuition, Parent accepts and acknowledges that Students are accepted and enrolled at the discretion of Lab Rats Cooperative Learning (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 the 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.

1.B.- TUITION DEPOSIT By payment of Semester 1 Tuition, Parent accepts and acknowledges that for LRCL to consider a Student's enrollment and to conditionally reserve a place for a student for the current academic year, Parent must submit the non-refundable Enrollment Deposit in the Amount of \$25. Enrollment Forms must also be completed. The Tuition Deposit is not refundable unless LRCL rejects, in its sole discretion, a Student's request for admission.

1.C TUITION OBLIGATION

1.C.1.- By payment of Semester 1 Tuition, Parent accepts and acknowledges that a Student is being enrolled for the entire school 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 some students during the course of the school 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 some of the students who have enrolled.

Therefore, once Semester 1 Tuition Payment is submitted to LRCL, Parent becomes liable for the entire year's tuition and fees as liquidated damages (and not a penalty) even if the Student is withdrawn, absent, or is involuntarily separated from LRCL *unless* the parent chooses to formally withdraw the Student on or before September 1 of the current school year, whereupon Parent will not be liable for Semester 2 Tuition. If Student is withdrawn, absent, or involuntarily separated, for any reason, including without limitation, change of residence,

health, withdrawal, or expulsion, after September 1 of the current school year, there will be no refund or reduction of fees or tuition, and any unpaid balance may, at the LRCL's election, become immediately due and payable.

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, Copy and Materials Fee, Lab Fee, Semester 1 Tuition are due on or before August 1 of the current school year.

3. Semester 2 Tuition is due on or before December 1 of the current school year.

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 Contract; and (d) be RECEIVED by LRCL on or before September 1 of the current school year.

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. ii. Parents who Terminate a student's enrollment after September 1 of the current school year accept the obligation to pay Semester 2 Tuition.

5. LRCL has the right to suspend or terminate the attendance of any Student for any reason that it considers detrimental to the LRCL community, student, or to other students of LRCL, or for the Parent's failure to pay all or any part of the Parent's financial obligations for Student's attendance.

2. -EMERGENCY MEDICAL RELEASE

2.A.- AUTHORIZATION TO SEEK TREATMENT

By payment of Semester 1 Tuition, Parent grants authorization and consent for Danielle Startt or a designated LRCL Adult Volunteer (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. 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.

3. -MEDIA RELEASE

3.A.- RELEASE OF LIKENESS By payment of Semester 1 Tuition, Parent accepts and acknowledges that while participating in this activity, 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.

4. -ACKNOWLEDGMENT AND ACCEPTANCE OF RISKS

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

By payment of Semester 1 Tuition, Parent acknowledges and accepts the risks of Student participation in Lab Rats Cooperative Learning 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, Danielle Startt, or Jason Startt (LRCL), 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.

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

By payment of Semester 1 Tuition, Parent acknowledges and accepts that the science class and laboratory present many hazards that are significantly different from what participants are exposed to in everyday life. The safe and enjoyable working conditions in research 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 emergency response procedures are followed to protect personnel health and minimize damage to property.

By payment of Semester 1 Tuition, Parent acknowledges and accepts the continuation of safe and enjoyable working conditions in the lab requires that all who spend time in the laboratory understand the risks involved as well as the risk management approaches. Safe and enjoyable working conditions in the laboratory are readily achieved by the concerted effort of all lab participants 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 the teacher immediately. In addition to any laboratory-specific risk mitigation processes discussed later, participants 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.
3. Free flowing hair must be tied back when it presents a risk.
4. Participants must follow the instructions of the teacher or lead students.
5. Under no circumstances are 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.

Adherence to these safety rules, the laboratory specific safety rules discussed later, and protocols introduced by the teacher will effectively minimize the risks involved in working in the lab, allowing for a safe, productive, and enjoyable experience.

4.C. - ACKNOWLEDGMENT AND ACCEPTANCE OF RISKS ASSOCIATED WITH COVID-19

By payment of Semester 1 Tuition, Parent acknowledges and accepts that while participating in Lab Rats Cooperative Learning (LRCL), consistent with CDC guidelines, participants are encouraged to practice hand hygiene, “social distancing” 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 some 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.

4.C.1.- By attending in-person classes at LRCL, you certify that you do 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.

4.C.2.- Duty to Self-Monitor Participants 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.

4.C.3.- Assumption of Risk to COVID-19 Exposure

By payment of Semester 1 Tuition, Parent acknowledges and accepts 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 Lab Rats Cooperative Learning t, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of LRCL.

4.D.- Acknowledgement, Release, and Hold Harmless With Regard to Risks Associated with Participation in Lab Rats Cooperative Learning By payment of Semester 1 Tuition, 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 lab and field work

2. Participation could cause injury, illness, or death to a person other than myself 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 myself, my property or other third parties.

By payment of Semester 1 Tuition, 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: (4.D.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 (4.D.2.) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE LRCL, Lab Rats Cooperative Learning, Danielle Startt, Jason Startt, LRCL, the entities, or persons mentioned in this paragraph 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.

Parent acknowledges that Lab Rats Cooperative Learning, Danielle Startt, Jason 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.