



TERMS AND CONDITIONS

Last Updated: July 24, 2016

1. **ADMISSIONS:** These terms and conditions apply to the enrollment of students to the Immersive Teaching STEAM Academy (ITSA). Admission decisions are based on availability. Days, times, and prices are subject to change with or without prior notification. ITSA reserves the right to refuse service to any participant.
2. **FEES:** Each applicant must pay the membership fee in advance of accessing the center. Monthly membership fees are due upon registration and each continuing month of service. A service charge of \$25 will be applied for all returned checks.
3. **CANCELLATIONS & NON-ATTENDANCE:** ITSA may cancel a course and/or activity if insufficient participants are enrolled in a course or if an extenuating circumstance should lead to a cancellation. If a member has reserved a slot for center access, and does not cancel at least 48 hours prior to their reservation, they will be treated as a “no-show”, and their reservation hours would be deducted from their balance.
4. **ASSUMPTION OF RISK:** Payment of membership fees in accordance with these terms and conditions entitles you to benefit from the services at ITSA. Each participant assumes all risks inherent in the operation and use of our equipment. Participants agree to defend, indemnify and hold harmless ITSA and its affiliated companies from all claims, actions, suits, damages, liabilities, fines, expenses (including without limitation, attorney’s fees and costs) and losses (collectively, “claims”) that may be imposed upon or incurred by ITSA and its affiliated companies, resulting or arising from (a) the manufacture, operation, use, delivery, possession, transportation or return of the equipment, whether or not such claims are related to personal injury, sickness, property damage, delay, inconvenience or economic loss, and regardless of whether such claims are alleged or proven to be due in whole or in part to ITSA’s negligence or defective condition of the equipment. ITSA’s equipment or facilities may not be used for the dispensing or distribution of alcoholic beverages, prescribed medication, and/or any and all illegal substances. ITSA and its affiliated companies cannot, under any circumstances, be held liable for injuries as a result of nature or other conditions beyond its control or knowledge.
5. **STUDENT BEHAVIOR:** It is a condition of this agreement with us that each participant comply with our rules, policies and regulations. Should the participant fail to meet these requirements, or behave in a threatening or aggressive manner, or in a way that adversely affects other participants, ITSA will require that the individual exit the premises and if under age, parents immediately remove the participant from the academy. ITSA has a “ZERO TOLERANCE” policy.

6. **DAMAGE OR LOST EQUIPMENT:** Each participant assumes the entire risk of loss or damage, regardless of cause, with respect to our equipment until it is returned to ITSA, during regular business hours. In the event of damage, loss or theft of our equipment, the participant shall pay ITSA upon demand, in addition to other amounts due hereunder, the full cost of repair or replacement of our equipment, whichever is less.
7. **MEDIA RELEASE:** Each participant acknowledges consent to the photographing, video, and/or documentation of the participant for advertising, publicity, commercial or other business purposes. You further consent to the reproduction and/or authorization by ITSA to use such photographs and/or recordings for print and social media marketing. You hereby release ITSA and any of its associated or affiliated companies, their directors, officers, employees and customers from claims of every kind on account of such use.
8. **SOCIAL MEDIA POSTING USAGE:** ITSA does not condone improper publishing on social media platforms such as Facebook, Twitter, Instagram, Snap Chat, etc. Participants shall not submit or otherwise publish through such forums any content:
 - a. which libels, defames or invades privacy, or is obscene, pornographic, abusive, or threatening or advocates illegal activity
 - b. which infringes any intellectual property or other right of any entity or person, including but not limited to violating anyone's copyrights or trademarks.
 - c. which advertises or otherwise solicits funds or is a solicitation for goods or services
 - d. which impersonates or misrepresents your association with any person or entity
9. **AGE REQUIREMENT.** All members under the age of 18 must have this agreement signed by a parent or legal guardian. Members under the age of 18, are the responsibility of a parent or guardian at all times and they agree to be responsible for the equipment usage and for the conduct and safety of the underage guest.
10. **FOOD AND DRINKS.** No food or drink is allowed in the centers except in designated area. ITSA does not assume liability for adverse reactions to foods consumed, or items one may come into contact with while eating at any of our centers.