## TERMS & CONDITIONS, INCLUDING:

##### **RELEASE FROM LIABILITY**

##### **STATEMENT OF CONSENT/ARBITRATION CLAUSE**

##### **Andrew Simpkins Innovation Foundation “(ASIF)”CODE OF CONDUCT**

##### **PRIVACY POLICY**

Updated August 25, 2015

These terms apply to all programs operated by ASIF, and all camps offered by our company.

## RELEASE FROM LIABILITY

The participant has permission to engage in all activities. The parent/guardian gives permission to ASIF, to provide routine healthcare, administer prescribed medications, and seek emergency medical treatment, including ordering of X-rays or routine tests. The parent/guardian furthermore gives permission to the professional physician selected by ASIF, to secure and administer treatment including emergency medical or surgical treatment and hospitalization if necessary.

The parent/guardian will be financially responsible for any medical attention needed during the duration of the program or resulting from any injury received. The parent/guardian shall provide the sole insurance coverage for any medical treatment.

The parent/guardian agrees to release any records necessary for insurance purposes, with the understanding that every attempt will be made to contact the parent/guardian, or the emergency contact(s), before taking this action. The parent/guardian gives permission to ASIF, to arrange necessary related emergency transportation for the participant.

**I HEREBY WAIVE AND RELEASE ASIF,   ITS OWNER, AGENTS, PARTNERS, FACILITY PROVIDERS, AND EMPLOYEES FROM LIABILITY FOR ANY INJURY OR ILLNESS INCURRED WHILE AT CAMP, RESULTING FROM ORDINARY NEGLIGENCE. I UNDERSTAND THAT THERE IS RISK OF INJURY TO THE PARTICIPANT AS A RESULT OF CAMP AND ACADEMY ACTIVITIES, AND KNOWINGLY AND VOLUNTARILY ASSUME ALL RISK OF SUCH INJURY. HOWEVER, I UNDERSTAND THAT I AM NOT RELEASING ASIF., ITS OWNERS, AGENTS, PARTNERS, FACILITY PROVIDERS, AND EMPLOYEES FROM GROSS NEGLIGENCE, RECKLESS CONDUCT OR INTENTIONALLY TORTIOUS CONDUCT. TO THE EXTENT THIS RELEASE CONFLICTS WITH STATE/PROVINCIAL LAW GOVERNING RELEASES, THIS RELEASE IS TO BE GIVEN THE FULLEST FORCE AND EFFECT PERMITTED UNDER STATE OR PROVINCIAL LAW. IF THIS RELEASE IS DETERMINED TO BE INVALID UNDER THE LAWS OF THE GOVERNING STATE OR PROVINCE, THEN THIS RELEASE SHALL BE STRICKEN FROM THIS CONTRACT, BUT ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.**

## STATEMENT OF CONSENT/ARBITRATION CLAUSE

By authorizing the participant to attend ASIF, camps, the parent/guardian must agree to the statement of consent and the participant code of conduct. The information we collect is CONFIDENTIAL and is used to aid our staff, the Camp Directors and Instructors in assessing crucial information regarding the participant.

Upon registration, you will need to submit information regarding the participant including allergies, illnesses, medications, dietary restrictions, immunizations, emergency contact information, gender and date of birth to ASIF.

If your participant should need to be restricted from any activity, you will be asked to inform us with the specifics. You further certify that he/she is in good health and able to participate in the program activities. You authorize the staff to attend to health problems or injuries your son/daughter/ward may incur while attending our camps. You acknowledge that you are responsible for medical expenses due to your son/daughter/ward’s illness or injury.

You will also be asked to identify any medical condition or history that would require special attention. You will need to certify that the named participant is physically able to participate in all activities, including sports, games, computer instruction, and that you know of no restrictions, physical impairments, or any other factors, which in any manner may limit his/her participation in such a program.

## COMMUNICABLE DISEASES DISCLAIMER

ASIF, conducts its programs on the campuses of private and public educational institutions. Those institutions serve a large community of people coming from the both U.S. and international locations. Those people live and work in close quarters year round. Due to this arrangement, there have been and will continue to be outbreaks of communicable diseases on occasion at these institutions.

Communicable diseases, also known as infectious diseases or transmissible diseases, are illnesses that result from the infection, presence and growth of pathogenic (capable of causing disease) biologic agents in an individual human or other animal host. Transmission of these biologic agents can occur in a variety of ways, including direct physical contact with an infectious person, consuming contaminated foods or beverages, contact with contaminated body fluids, contact with contaminated inanimate objects, airborne (inhalation), or being bitten by an infected insect or tick.

The best protection against most communicable diseases is vaccination. We encourage all parents/guardians to have their participant receive childhood vaccinations to protect them against illness. The Centers for Disease Control (CDC) and the World Health Organization (WHO) provide valuable information on communicable diseases and vaccinations.

Lost, Stolen, or Damaged Property. You will be responsible for personal or property damage incurred by your son/daughter/ward while attending a program. ASIF, is not responsible for personal belongings lost or damaged by casualty, theft, laundry, etc. You agree to accept full responsibility, financial or otherwise, for the conduct of your participant—including damage to equipment, or facilities. ASIF, does not owe a duty to protect its participants from theft or damage to property. You will not hold ASIF, responsible for any lost, stolen, or damaged personal items. If any theft of or damage to your son/daughter/ward’s property should occur, or in association with the program, you understand that ASIF, will not be held responsible.

You understand that all images, testimonials, photos, video, and audio taken at or in connection with ASIF, are the sole and exclusive property of ASIF, . As a condition of participation, you must understand and authorize that photos may be taken of your participant. You also understand and agree that said content may be used by ASIF, in promotional materials, marketing collateral, and online media. These images, testimonials, photos, videos, and audio may be shared and used by corporate partners, the media, or other organizations who work with ASIF, . You understand that ASIF, , its owners, agents, partners, facility providers, and employees will not be held liable for damages and injuries associated with said publishing, including any and all claims based on negligence.

You understand that all projects and work created while at ASIF, may be used by ASIF, in promotional materials, online, and other print media. These projects may be shared and used by corporate partners, the media, or other organizations who work with ASIF, . You agree that any digital movie created during the ASIF, course may be submitted to a film festival by ASIF, and/or any of the participant(s) in the group that created the movie. You understand that ASIF, , its owners, agents, partners, facility providers, and employees will not be held liable for damages and injuries associated with said publishing, including any and all claims based on negligence.

You understand that ASIF, reserves the right to cancel a course. If a course is cancelled, you understand that you may enroll your son/daughter/ward in another course. If one is not available in the local vicinity for the same dates, a refund will be issued for all monies paid to ASIF, for the cancelled course. You understand that if ASIF, is forced to close a course based on a recommendation by the local Health Services Department (in the case of pandemic flu, etc.) or due to other acts of nature, no refunds will be issued. The tuition paid for the cancelled course can be applied to a voucher that can be used during that same season (as space permits) or will be carried over to the next season.

**ON BEHALF OF YOUR SON/DAUGHTER/WARD, THE PARENT/GUARDIAN HEREBY RELEASES ASIF, , INC., ITS OWNERS, AGENTS, PARTNERS, FACILITY PROVIDERS AND EMPLOYEES FROM LIABILITY (INCLUDING CLAIMS BASED UPON NEGLIGENCE) FOR DAMAGE OR INJURY TO YOUR SON/DAUGHTER/WARD OR DAMAGE OF ANY PERSONAL PROPERTY, ACCEPTING YOURSELF THE FULL RESPONSIBILITY FOR ANY AND ALL SUCH DAMAGE OR INJURY WHICH MAY RESULT DIRECTLY OR INDIRECTLY FROM ANY NEGLIGENT ACTS OR ACTIVITIES ASSOCIATED WITH ASIF, , INC. HOWEVER, YOU UNDERSTAND THAT YOU ARE NOT RELEASING ASIF, , INC., ITS OWNERS, AGENTS, PARTNERS, FACILITY PROVIDERS, AND EMPLOYEES FROM GROSS NEGLIGENCE, RECKLESS CONDUCT OR INTENTIONALLY TORTIOUS CONDUCT. TO THE EXTENT THIS RELEASE CONFLICTS WITH STATE/PROVINCIAL LAW GOVERNING RELEASES, THIS RELEASE IS TO BE GIVEN THE FULLEST FORCE AND EFFECT PERMITTED UNDER STATE/PROVINCIAL LAW. SHOULD ANY PART OF THIS CONTRACT BE FOUND INVALID OR NOT ENFORCEABLE BY A COURT OF LAW, THEN THE REMAINING PORTION SHALL CONTINUE TO BE VALID AND IN FORCE.**

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY BOTH PARTIES.**

**ARBITRATION IN LIEU OF LITIGATION:** You agree that any dispute arising out of or relating to this Agreement, your participant’s participation at **ASIF, , INC.**, or otherwise arising between the parties, including, without limitation, any participants statutorily created or protected rights, as permitted by applicable state/provincial or federal laws, may be settled by arbitration in the state/province and county in which the camp is held, in accordance with the Commercial Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. The prevailing party in the arbitration shall be entitled to recover expenses including costs and reasonable attorney’s fees associated therewith. Should any part of this contract be found invalid or not enforceable by a court of law, then the remaining portion shall continue to be valid and in force. You hereby acknowledge that you understand the terms of the **ARBITRATION AGREEMENT**, and agree to comply with all of its terms and provisions.

## ASIF, CODE OF CONDUCT

ASIF, has the right to dismiss any individuals if their actions or attitudes are deemed detrimental, as set forth below in the ASIF, Code of Conduct, and that there shall be no refunds issued for such dismissal.

You agree that you have read through, understand, and agree to the ASIF, Code of Conduct. You further agree that you will review the ASIF, Code of Conduct with your participant(s) that is/are participating in a program run by ASIF, . As the parent/guardian of a participant attending an ASIF, program, you understand that your participant must act in a way that is in keeping with the ASIF, Code of Conduct. You also understand that your participant can be dismissed from a program if his/her actions or attitudes seem to be harmful to the atmosphere or to other participants, in the opinion of ASIF, staff.

You understand that your participant can be dismissed, without a refund, from a program for the following reasons: drug/alcohol/tobacco use; language (swearing, using bad words, racial slurs, etc.); physical violence or threats of physical violence against other participants or ASIF, staff; damage to University facilities or ASIF, equipment; Stealing property of others; inappropriate use of equipment; sexual harassment of other participants or ASIF, staff; Internet hacking; damage to dorm room; or bullying.

If possession of illegal substances or weapons is suspected, participant(s) will be subject to search and seizure. If possession of illegal substances or weapons is found, participant(s) will be dismissed from the program immediately. Personal pets or animals are not allowed to be brought or kept at camp. Participant (and therefore parent/guardian) is responsible for any personal items brought to and loaned. Participant promises to respect all ASIF, staff members and other participants while treating the facilities and equipment with great care.

### **Please Note Regarding Personal Devices:**

ASIF, is NOT responsible for lost, damaged, or stolen equipment—participant and/or parent/guardian assume all risk.

Personal devices may NOT be used during instructional times—unless they are approved by the instructor.

We recommend that personal devices be stored in the participant’s backpack. Cell/smart phones can be kept on hand but must be in silent mode during instructional times.

Any attempts at computer “hacking” will result in immediate dismissal from a program, without a refund. Local authorities will be contacted when warranted.

Parent/guardian and participant understand that ASIF, reserves the right to dismiss participant from the program without any prior warning for violating any of the terms of the ASIF, Code of Conduct.  You acknowledge that upon staff observation of your participant at the ASIF, program, the Director may determine that the program is not a suitable and/or productive environment for your participant. In this case, ASIF, may dismiss the participant and no refund will be issued. ASIF, will exhaust every opportunity for an excellent relationship with every participant. However, in some rare cases, ASIF, may not be a compatible environment for every participant.

You understand that in general, ASIF, views social networking sites (e.g., YouTube, Facebook, Twitter, etc.), personal websites, and blogs positively and respects the rights of our participants to use them as a medium for self-expression. ASIF, does, however, also recognize the potential dangers associated with the abuse of social networking sites, and has set forth this policy.

ASIF, does not allow the use of its company logo or those of their corporate partners or community partners on any personal website, social networking group, or blog without written permission by ASIF, or its corporate or community partners.

Participants should also be aware that under no circumstances is staff allowed to give personal contact information for social networking sites, personal websites, blogs, or instant messenger programs. This must be arranged by the participant’s parent/guardian through the Human Resources Department at ASIF, .

ASIF, makes every reasonable effort to prevent participants from being exposed to inappropriate web content. As a safeguard, ASIF, does not use a server based program. None of our laptops are conntected to any wifi for any reason during our camps.

Connecting to a personal hotspot or other WIFI connection without our express permission is grounds for dismissal from our camp without receiving a refund.

### **NON-TRADITIONAL, BLENDED EDUCATIONAL ENVIRONMENT**

ASIF, believes in a non-traditional, blended learning environment. Typically, ASIF, teaches different courses simultaneously within the same lab environment. Labs may be noisy, crazy, and high-energy. Age ranges may vary. We remind all participants that this is an afterschool enrichment or summer camp environment.

### **CANCELLATION AND PAYMENT POLICY. NON-REFUNDABLE DEPOSIT PER PROGRAM.**

All financial transactions are made and quoted in U.S. Dollars.

ASIF camps are to be paid in full in advance. The entire fee is non-refundable no matter when the cancellation falls within the purchased period. No unused term proration is applicable.

ASIF Camps have a strict refund policy due to the high costs of hardware, software, facilities, and technically advanced staff resources. To reserve space at ASIF Camps a non-refundable, non-transferable payment of the entire amount due is required per course, per participant. Deposits, at this time, are not accepted.

Cancellations can be made via email or phone call, to ASIF and must be made 3 weeks prior to the start of an event. Cancellations can be made in one of four ways:

EMAIL: send to [asifoundationteam@gmail.com](mailto:asifoundationteam@gmail.com).

#### **CALL: (678)682-4193**

#### No refunds will be issued for early withdrawal or dismissal due to absences (for any reason) including sickness, behavioral dismissals, power failures, weather, and unforeseeable events not within the control of ASIF, or other acts of nature. If participants leave a program early for any reason, the tuition is not prorated and no refund will be issued, including partial refunds.

If ASIF, must cancel a session, a full refund will be made to the client.

### **SIBLING & MULTI-COURSE DISCOUNTS**

At this time, there are no multiple student discounts.

### **TRANSACTION CONFIRMATION**

Following a transaction, the client will receive a confirmation via the website, ASIF.com. An email confirmation will be sent to the email address provided.

ASIF, awards limited tuition assistance based on financial need.

Limited aid is available.

## PRIVACY POLICY

This privacy statement applies to ASIF, / ASIF, , websites, services and products that collect data and display these terms. This privacy statement applies only to information collected through our website.

All references to “us,” “we,” or “our” refer to ASIF.

All references to “child” or “children” refer to children attending our camps.

By accessing or otherwise using any of our sites & Services, you are consenting to the terms contained in this privacy statement, including the collection, use and disclosure of data as described below.

### **Information You Provide**

Through our Sites & Services, we collect information about you and/or your child when you choose to provide it to us. For example, we collect information from you in order to use ASIF.com, purchase products and services, request information, and/or register for one of our program.  In general, you may provide us with the following types of information:

* Contact Information such as name, e-mail address, mailing address, phone number (note to parents/guardians of children, if our Sites & Services are either directed to children or we have actual knowledge that a user is under 13 years old, the child will be asked to have his or her parent or guardian continue the registration process)
* Month, day, and year of birth
* Gender
* Course interests
* Billing Information such as credit card number, and billing address

**Note to Parents/Guardians:** We only collect the information described above from a child when the child’s parent or guardian provides us with verifiable consent, unless one of the limited exceptions discussed below applies. For more information and/or to review these limited exceptions, please see the “Our Commitment to Children’s Privacy” section below.

### **How We Use Your Information**

We may use the information we collect from and about you and/or your child for any of the following purposes:

* Allow you to register yourself or your child with iD Sites & Services, or to otherwise register and open an account with us
* Allow you and/or your child to use ASIFwebsite or services;
* Fulfill orders, process payments and prevent transactional fraud;
* Provide you or your child with information about our products and services;
* Register you or your child in one of our programs;
* Facilitate the sale or potential sale of our business or any of our assets; or
* As required by law.

### **How We Share Information**

We do not sell or otherwise share your or your child’s information with any third-parties for any reason other than:

### **Law Enforcement and Safety**

We may access, preserve, and/or disclose the information we collect and/or content you and/or your child provides to us (including information posted on our forums) to a law enforcement agency or other third parties if required to do so by law or with a good faith belief that such access, preservation, or disclosure is reasonably necessary to: (i) comply with legal process;  enforce the Terms and Conditions of our Sites & Services; (iii) respond to claims that the content violates the rights of third parties; or (iv) protect the rights, property, or personal safety of the owners or users of our Sites & Services, a third party or the general public. We also may disclose information whenever we believe disclosure is necessary to limit our legal liability; to protect or defend our rights or property; or protect the safety, rights, or property of others.

### **Our Commitment to Children’s Privacy**

Protecting the privacy of children is paramount. We understand that users and visitors of our website and services for children under  13 years of age need special safeguards and privacy protection. It is our intent to fully comply with the Children’s Online Privacy Protection Act (COPPA).

Our website and camps are intended for general audiences. We do not knowingly permit anyone under 13 years of age to provide us with personal information without obtaining a parent’s or guardian’s verifiable consent.

### **Parental/Guardian Rights**

If you are a parent or guardian, you can review or have deleted your child’s personal information, and refuse to permit further collection or use of your child’s information. To exercise any of these rights, please e-mail us at asifoundationteam@gmail.com.

### **Terms and Conditions**

Your use of our website and camps  and any information you provide on our website or at camps are subject to the terms of the ASIF, Terms and Conditions.

### **Privacy Statement Changes**

We will occasionally amend this privacy statement. We reserve the right to change, modify, add, or remove portions of this statement at any time. If we materially change our use of your personal information, we will announce such a change on relevant iD Sites & Services, and will also note it in this privacy statement. The effective date of this privacy statement is documented at the beginning of the statement.

##### **YOUR CREDIT CARD INFORMATION AND TRANSACTIONS ARE SECURE**

For your convenience, you may have us bill you or you can pay for your orders by credit card. If you choose to pay by credit card, we will keep your credit card information on file, but we do not display that information at the online registration site. For your security, your credit card security number is not stored in our system.

We use encryption technology to safeguard and protect your personal information and transactions over the Internet. Your information, including your credit card information, is encrypted and cannot be read as it travels over the Internet.

### **BACKGROUND CHECKS**

At ASIF, we require criminal background checks on all of our camp counselors who will be onsite for any duration of time. We take the safety and security of our participants very seriously and require Livescan criminal background checks for anyone authorized by ASIF, to be in contact with the participant for the duration of their stay.

ASIF, cannot and will not assess the suitability of individuals participating in this program and declines any liability associated with it. In no event will ASIF, or its employees be liable for any injuries or losses by any party related to the use of this carpool application.

### **SOCIAL NETWORKING DISCLAIMER**

ASIF, provides several opportunities for social networking for both participants and staff on sites such as Facebook and Twitter. These sites are not affiliated with ASIF, and offer their own individual social networking services. Please read the following Terms and Conditions carefully, as well as the Terms and Conditions of the sites in which ASIF, has created a forum (“Group”). These Terms and Conditions are a legal agreement between you and ASIF, and apply to you whether you are a visitor to these sites or any site with an official ASIF, affiliation.

### **CHANGES TO SERVICES**

ASIF, may change these provisions at any time. For example, we may add, delete or amend terms of functions.