



## WEST BAY ELEMENTARY REGISTRATION FORM

Date: \_\_\_\_\_

Member Information:				
Last Name:	First Name:	Birthdate:	School: West Bay	
Guardian Information:				
Last Name:	First Name:			
Street Address:	Apt. #:	City:	Province:	Postal Code:
Email Address:			Phone Number:	

### 1. About this Agreement

The child of the guardian or parent, as indicated above is referred to as "Member". The Member's guardian or parent is referred to as "Guardian". The Member and Guardian are referred to collectively as "Member Family". Steamoji Canada Services Inc. will be referred to as "Steamoji". This Agreement will be referred to as the "Agreement".

## 2. Program Dues

The Guardian agrees to pay membership fees as described below. These fees may be paid by pre-authorized credit card payments, pre-authorized debit (PAD), or some other method as determined by Steamoji.

<b>Payment Schedule:</b>	
Build to Solve Intro (At West Bay Elementary) - \$270 for a 9-week semester (January 12th to March 9th, 2022)	[ ]

## 4. Cancellation or Withdrawal from Program

Refunds will be given for cancellations up to 14 days prior and up to 50% within 14 days of the start of the program. Refunds after the program start date will be issued at the sole discretion of the Academy Director (i.e. for medical reasons).

## 5. Photo & Video Release

The Guardian authorizes Steamoji to publish photographs, videos, but NOT the name of the Member for use in any Steamoji digital and print marketing materials. The Guardian releases Steamoji from any expectation of confidentiality for the Member and authorizes Steamoji to use the photographs or videos of the Member. The Guardian acknowledges that participation in publications produced by Steamoji confers no rights of ownership whatsoever.

Yes  No

## 6. Pick-Up & Drop-Off

Steamoji requires advanced written permission if someone other than the Guardian, or the Member's parent or guardian, will be picking up the Member, whether limited to a single occurrence, or on an ongoing basis. The Guardian will deliver to Steamoji the following information: name of the adult picking up the Member, their relationship to the Member and their phone number.

## 7. Assumption of Risks, Waiver, Release & Indemnity

The Guardian understands and accepts that the use of the Facility will expose the Member to risks of harm and that you accept full responsibility for exposing the Member to such risks. The Guardian also understands and accepts that he or she is responsible for the Member, including that the following are the Guardian's responsibilities:

- (a) to ensure that the Guardian considered and understands the risks, dangers, hazards and consequences of injury inherent in the Member's use of the Facilities,

- (b) to determine, taking into consideration those risks and the Member's behavioural characteristics, physical health and abilities, whether the Member should be allowed to use the Facilities,
- (c) to avoid using the Facilities should the Member exhibit symptoms of infection with COVID-19 or cold or flu symptoms; and
- (d) to ensure that the Member is appropriately covered by medical insurance.

Further, the Guardian is aware of and now freely accepts and assumes for the Member and his or herself, responsibility for all risks to the Member in connection with his or her use of the Facilities, including, but not limited to, the following:

- (e) exposure to personal injury, danger or harm from interactions or proximity to other children on the premises of the Facilities before, during, and after the scheduled session time of the Member;
- (f) exposure to allergens or other substances that could cause an allergic reaction in the Member;
- (g) exposure to personal injury, danger, or harm, including but not limited to slips and falls, while receiving instruction at the Facilities, during drop-in use of the Facilities, or before, during, and after the scheduled session time of the Member;
- (h) negligence on the part of the Academy, its directors, officers, employees, agents, and representatives (the "Releasees"), and
- (i) exposure to COVID-19 from other children or staff who may be infected with or be carriers of COVID-19.

In consideration for the Academy allowing the Member to use the Facilities, the Guardian, hereby agree that he or she, his or his assignees, heirs, distributes, guardians and legal representatives will not make a claim against, sue, attach the property of, or prosecute the Releasees for injury or death to the Member, or loss of or damage to property, which results from the Member's use of the Facilities or the negligence or other acts of the Releasees. The Guardian understands that negligence includes, but is not limited to, failure on the part of the Releasees to safeguard or protect the Member from the risks, dangers and hazards of using the Facilities. Further, the Guardian hereby fully and forever releases, waives, discharges and indemnifies the Releasees from all claims, actions or demands the Guardian, his or her assignees, heirs, distributes, guardians and legal representatives now have or may hereafter have for injury, death or damage to property resulting from the use of the Facilities or the negligence of the Releasees.

The Guardian hereby release the Releasees from any and all liability for any complaints, demands, claims, actions, suits, judgements; and orders for any and all losses, injuries, death, damage or expenses the Guardian or the Member may suffer, incur or experience in connection with the Member's use of the Facilities or the negligence of the Releasees.

The Guardian agrees to indemnify the Releasees and hold them harmless from any and all losses, injuries, damages; and expenses of any kind that the Releasees may suffer, incur or experience and for any and all complaints, demands, claims, actions, suits, judgments and orders for any and all losses, injuries, damages or expenses of any kind anyone else may suffer, incur or experience in connection with the Member's use of the Facilities.

## **8. Academy Rules & Participation**

The Member Family hereby agrees to the following:

- (a) abide by all posted safety guidelines and regulations while using the Facilities or equipment at the Steamoji Location or its Sattelite Locations (West Bay Elementary);
- (b) dress appropriately;
- (c) to conduct themselves in a manner which will not interfere with the use and enjoyment of the Facilities by other Member Families;
- (d) withhold from abusive language or bullying behaviour whatsoever at the Steamoji Location or Sattelite Locations (West Bay Elementary);
- (e) not to photograph or videotape at the Steamoji Location or Sattelite Locations (West Bay Elementary); and
- (f) Steamoji may terminate membership for breach of the Agreement.

## **9. Assignment**

The Agreement may not be assigned or transferred to anyone else by the Guardian. Any attempt to sell, assign, or transfer this Agreement by the Guardian is null and void and may, at the discretion of Steamoji, result in the cancellation of the Agreement without any refund.

Steamoji may assign this Agreement to a third party at the discretion of Steamoji and Steamoji includes any assignee, who will have all the rights of Steamoji and powers under this Agreement. If any claims are brought against Steamoji under this Agreement after we have assigned it, Steamoji reserves the right to raise any defenses available to Steamoji under this Agreement.

## **10. Binding Law**

This Agreement shall be considered binding upon the Member Family and Steamoji, shall be upheld and enforced in accordance with the laws of the Province of British Columbia, and no court outside British Columbia will have any jurisdiction over the Agreement.

## **11. Severability**

If any of the terms of this Agreement is held invalid or unenforceable to any extent by any court or other authority having jurisdiction, the remaining terms of the Agreement will not be affected and will be valid and enforceable to the full extent permitted by law.

## **12. Entire Agreement**

This Agreement constitutes the entire agreement between each Member Family and Steamoji. Except as permitted under the terms of this Agreement, this Agreement may only be amended by the written agreement of the Member Family and the Member.

## **13. Headings**

The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of the terms of this Agreement.

**14. Currency**

All references to currency herein are to the lawful money of Canada.

**Acceptance of Terms**

The undersigned has voluntarily signed this Agreement, and acknowledges having received, read and understood this Agreement, appreciating that the undersigned has waived or given up certain legal rights, including the right to sue or claim compensation following certain accidents, and hereby agree to be bound by the terms of this Agreement.

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**Guardian Signature**

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**Steamoji Canada Services Inc.,  
Signature of Employee**

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**Guardian Name (printed)**

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**Name of Steamoji Employee (printed)**

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**Date of Signature of Guardian**

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**Date of Signature of Employee**

IN ACCOUNT WITH



## PRE-AUTHORIZED CREDIT CARD PAYMENTS

GUARDIAN NAME:			
DATE OF AGREEMENT:			
PROGRAM FEE	\$270 + TAX		
METHOD OF PAYMENT:	AMERICAN EXPRESS: <input type="checkbox"/>	MASTERCARD: <input type="checkbox"/>	VISA: <input type="checkbox"/>
CARD NUMBER:			
EXPIRY DATE:		CVV:	
POSTAL CODE:			
SIGNATURE OF CARDHOLDER:			