

Centauri Arts: Rev May 2024

### Booking Conditions for Virtual and In-Person Courses and Camps for Children & Teens

The booking conditions below constitute an agreement between the parent/guardian registering their child, the participant themselves (if they have reached the age of majority) and Centauri Summer Camp Inc/Centauri Arts (hereafter referred to as Centauri).

#### 1. Payment of Fees

All fees must be paid in full before a participant may join virtual or in-person programs. The fees are non-refundable, except in the following circumstances:

- a) If a participant withdraws 14 days or more before the start of their program, fees are refunded minus a \$100 admin fee. Parents may also choose to switch their child to any other program currently on the schedule, provided space is available.
- b) If we return to lockdown and programs must go virtual within the first quarter of any program, and a student does not wish to take the program virtually, a refund will be given for the remaining classes/sessions. If we must go virtual after the first quarter of the program, no refund can be given.

#### 2. Behaviour of Participants

Centauri reserves the right to remove from activities any participant whose behaviour becomes detrimental to the experience of others, or whose actions place themselves or others at risk. In such cases, the parent will be notified. Behaviour of an antisocial, dangerous or otherwise unacceptable nature may result in expulsion from the program. Such decisions are at the sole discretion of the directors (or the instructor, and/or administrator, if the directors are not present) and no refund will be given. Please ensure your child reviews our Code of Conduct before joining their first session.

#### 3. Cancellation Policies

Very occasionally, it is necessary for us to cancel a program (for example, in the case of insufficient bookings). Such cancellation is entirely at the discretion of the directors. Campers will be offered the choice of transferring to an alternate program or receiving a 100% refund. Our liability shall then cease.

Very occasionally, it is necessary for us to combine two similar programs (for example, in the case of insufficient bookings). This is at the discretion of the directors. Where the combination of two programs involves campers attending a program at a different time, the option of a 100% refund will be offered. Our liability shall then cease.

**Cancellations by Force Majeure:** In the event that Centauri has to cancel a course due to exceptional circumstances outside of our control, a full refund will be offered to all participants and our liability shall then cease.

Cancellation of a Portion of a Virtual or In-Person Program: If a portion of a program must be cancelled for reasons beyond our control - for example, inclement weather or instructor illness – every effort will be made to make up for the lost time, or to provide alternative materials/classes/instructors. For example, with academy classes, subsequent classes can often be lengthened to make up for missed time. If we cannot offer substitute time/instructors/courses and the missed class time exceeds 15% of the purchased program, a partial refund will be offered.

#### 4. Late Arrivals, Early Departures or Absence

All participants are asked to join programs at the date and time specified. When a student is late or absent, it can have a negative impact on the quality of everyone's experience. Occasionally, latecomers to a program cannot be accommodated. For example, the latecomer to a film program may find the group has left to film on location, or the latecomer to a virtual program may not be admitted because the instructor is teaching and does not notice them in the waiting room. We can accept no responsibility, financial or otherwise, in such circumstances.

When a child is unable to attend a session, no alternative arrangements can be made for the lost program time.

#### 5. Copyright

The copyright for all material produced by our program participants and staff remains with the creators, but Centauri reserves the right to use images and audio/visual recordings of material for the purpose of marketing, and to showcase the accomplishments of our students/campers.

Our participants do not have permission to disseminate the work of others online – for example, on social media – without the permission of the creators; however, since Centauri cannot direct the behaviour of others outside program time, we can accept no responsibility should course participants inappropriately share material with others.

#### 6. Marketing

Centauri reserved the right to use images of campers and students (video and photographic) and anecdotes relating to our arts and camp activities, for the purpose of marketing, including (but not limited to) print media and social media.

#### 7. Film Production Programs - Confidentiality Waiver

Making and sharing a short film leads to the public acknowledgement of contributions made by the young people who participate. Names are published as credits at the end of the movie, and the movie may be shared again by others online, featured on YouTube or distributed informally on social media. Marketing a short movie may result in the public distribution of the names of young artists involved with the project, and the movie may be listed on IMDb, or details about the movie shared in further ways. In completing the application form, you recognise that the full name of contributors to short movies made by

Centauri film classes may enter the public domain, along with any other information freely provided by contributors for the purpose of promoting their movie – such as headshots, or biographies.

#### 8. Creative Writing Program Waiver

Writers in our programs are offered the opportunity to submit work to online or print publications. In these instances, the full names of writers may appear, unless they request otherwise in writing. It is the responsibility of writers to ensure all material submitted is their own original work. Centauri can accept no liability for copyright infringement.

#### Booking Conditions Related to In-Person Programming Only

##### 1. Off-Site Activities

Some programs may involve activities out of the Academy studio. Examples may include film groups shooting on location in the neighbourhood. In registering your child, you recognise this may be a feature of the program. General supervision will be provided (for example, the film instructor may stand between two groups, filming separately).

2. Participants in our in-person, studio programs will be permitted to leave the program unaccompanied at the end of each session unless a parent requests otherwise.

##### 3. COVID Waiver

All in-person campers and students are required to follow safety measures mandated by public health and requested by Centauri for the duration of COVID 19. Repeated failure to comply with COVID safety regulations will result in removal from the program.

While every effort is made by Centauri to maintain a safe environment during COVID 19 and to mitigate risk of infection, parents sending their child to in-person programs must recognise and accept the risk. By registering your child in our programs, you agree Centauri, the directors, staff, contracted workers and volunteers can accept no responsibility should your child be exposed to COVID 19.

Centauri Arts reserves the right to adapt or change COVID policies at any time, in order to ensure the health and wellbeing of instructors, students and their families.

##### 4. Security

We have a security camera installed in our studio, with the footage used for no other purpose than to secure the safety of our instructors and students. In registering for camps and classes, you acknowledge and accept the capture of the registrant's image/voice on the security camera.

#### Booking Conditions Related to Virtual Programs Only

To participate in virtual programs operated by Centauri, you must have access to a PC/Mac/Tablet or phone that has audio and video capability and a solid internet connection. Before the start of a virtual your program, the Zoom app must be downloaded.

Zoom connections may occasionally falter due the number of people relying on the service. An instructor may also occasionally lose their internet connection. Centauri can accept no responsibility for technical problems that are out of our control.

For effective delivery of virtual courses, you are consenting to the following: -

1. That your child has your permission to participate in a virtual program that uses video conferencing software (Zoom) and online forums regulated by Centauri (writing programs only).
2. That your child's video image be shared with the Centauri Staff and the virtual group.
3. That Centauri staff and directors reserve the right to remove – and potentially block - a child from any online program if their behavior is deemed disruptive, inappropriate or offensive to others.
4. That Centauri may record online classes/camps for the purpose of safety and quality control. Video footage will be stored securely according to GDPR rules and regulations and deleted after the completion of the course.
5. Some courses may require the sharing of material – such as photographs and video footage – created by participants. Such material may include images of your child.

#### Physical Activity in Virtual Camp

Physical Activity may be included in virtual programs, including 'stretch' breaks, virtual dance parties, and optional daily fitness sessions. In registering for our virtual programs, you understand that Centauri accepts no responsibility for the health, safety and wellbeing of campers and participants, during any kind of programming, and especially with regards to physical activity, since we are not present with the participant and we cannot guarantee an unobstructed view of the camper and their environment.

#### ALL PROGRAMS, VIRTUAL AND IN-PERSON:

#### ASSUMPTION OF RISKS, RELEASE, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

I, the parent/guardian of the child, desire the named to take part in the program for which I have registered, run by Centauri Summer Camp Inc. ("Centauri"), and undertake to inform the directors of any problems, medical, behavioural or otherwise, which may affect the well-being of the named child or others.

#### Assumption and Acknowledgement of Risk.

I understand that there is some risk involved in the activities offered by Centauri, both virtual and in-person. I have been given the opportunity to inquire about the health and safety policies, staffing policies and behavioural expectations at Centauri. I acknowledge and assume all risks associated with my child's participation in the program for which they are registered. I wish the named child to participate in the program and have the authority to make that decision.

Authorization. I authorize the staff and contracted workers assigned by Centauri to make decisions regarding the welfare of the named camper in my absence and should medical attention be required, I agree to be responsible for any expenses incurred.

Release of Liability and Waiver of Claims: I hereby waive all claims that I have or may have in the future against Centauri, its directors, staff and contracted workers, and I release Centauri, its directors, staff and contracted workers from all liability for any loss, damage, expense, or injury including death that my child or I may suffer as a result of their participation in activities due to any cause whatever, including negligence, breach of contract, or breach of any statutory or other duty of care, or in respect to Centauri's provision of or failure to provide any warnings, directions or instructions or due in any way to the risks, hazards and dangers of participation in the activities. I waive any and all rights to participate in a class action lawsuit against Centauri.

Indemnity: I hereby indemnify and save harmless Centauri, its directors, staff and contracted workers from all liability, including without limitation, for any injury, death, damage or expense, to any person or property, howsoever arising, resulting from my child's participation in camps or programs.

I confirm that all legal guardians have read and are in agreement with the above ASSUMPTION OF RISKS, RELEASE, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT and all the booking conditions included here.

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### Booking Conditions for Virtual and In-Person Courses for Adult Participants

The booking conditions below constitute an agreement between the participant themselves (if they have reached the age of majority) and Centauri Summer Camp Inc/Centauri Arts (hereafter referred to as Centauri).

#### 1. Payment of Fees

All fees must be paid in full before a participant may join virtual or in-person programs. The fees are non-refundable, except in the following circumstances:

a) If a participant withdraws 14 days or more before the start of their program, fees are refunded minus a \$100 admin fee.

b) If we return to lockdown and programs must go virtual within the first quarter of any program, and a student does not wish to take the program virtually, a refund will be given for the remaining classes/sessions. If we must go virtual after the first quarter of the program, no refund can be given.

#### 2. Conduct of Participants

Centauri reserves the right to remove from activities any participant whose conduct becomes detrimental to the experience of others, or whose actions place themselves or others at risk. Such decisions are at the sole discretion of the directors (or the instructor, and/or administrator, if the directors are not present) and no refund will be given.

#### 3. Cancellation Policies

Very occasionally, it is necessary for us to cancel a program (for example, in the case of insufficient bookings). Such cancellation is at the discretion of the directors. You will be offered the choice of transferring to an alternate program or receiving a 100% refund. Our liability shall then cease.

Very occasionally, it is necessary for us to combine two similar programs (for example, in the case of insufficient bookings). This is at the discretion of the directors. Where the combination of two programs involves a change in time, the option of a 100% refund will be offered. Our liability shall then cease.

**Cancellations by Force Majeure:** In the event that Centauri has to cancel a course due to exceptional circumstances outside of our control, a full refund will be offered to all participants and our liability shall then cease.

**Cancellation of a Portion of a Virtual or In-Person Program:** If a portion of a program must be cancelled for reasons beyond our control - for example, inclement weather or instructor illness – every effort will be made to make up for the lost time, or to provide alternative materials/classes/instructors. For example, subsequent classes can often be lengthened

to make up for missed time. If we cannot offer substitute time/instructors/courses and the missed class time exceeds 15% of the purchased program, a partial refund will be offered.

#### 4. Late Arrivals, Early Departures or Absence

All participants are asked to join programs at the date and time specified. When a participant is late or absent, it can have a negative impact on the quality of everyone's experience. Occasionally, latecomers to a program cannot be accommodated – for example, if writers head out to write 'on location' or if a latecomer to a virtual program cannot be admitted because the instructor is teaching and does not notice them in the waiting room. We can accept no responsibility, financial or otherwise, in such circumstances.

When a participant is unable to attend a session, no alternative arrangements can be made for the lost program time.

#### 5. Copyright

The copyright for all material produced by our program participants and staff remains with the creators, but Centauri reserves the right to use images and audio/visual recordings of material for the purpose of marketing, and to showcase our studio.

Our participants do not have permission to disseminate the work of others online – for example, on social media – without the permission of the creators; however, since Centauri cannot direct the behaviour of others outside program time, we can accept no responsibility should course participants inappropriately share material with others.

#### 6. Marketing

Centauri reserved the right to use images of participants (video and photographic) and anecdotes relating to our courses, for the purpose of marketing, including (but not limited to) print media and social media.

#### 7. Creative Writing Program Waiver

Writers in our programs are sometimes offered the opportunity to submit work to our online or print publications. In these instances, the full names of writers may appear, unless they request otherwise in writing. It is the responsibility of writers to ensure all material submitted is their own original work. Centauri can accept no liability for copyright infringement.

### Booking Conditions Related to In-Person Programming Only

#### 1. COVID Waiver

All in-person participants are required to follow safety measures mandated by public health and requested by Centauri for the duration of COVID 19. While every effort is made by Centauri to maintain a safe environment during COVID 19 and to mitigate risk of infection, participants must recognise and accept the risk. By registering for our programs,

you agree Centauri, the directors, staff, contracted workers and volunteers can accept no responsibility should you be exposed to COVID 19.

Centauri Arts reserves the right to adapt or change COVID policies at any time, in order to ensure the health and wellbeing of instructors and students.

#### 4. Security

We have a security camera installed in our studio, with the footage used for no other purpose than to secure the safety of our instructors and students. In registering for classes, you acknowledge and accept the capture of your image/voice on the security camera.

#### Booking Conditions Related to Virtual Programs Only

To participate in virtual programs operated by Centauri, you must have access to a PC/Mac/Tablet or phone that has audio and video capability and a solid internet connection. Before the start of a virtual your program, the Zoom app must be downloaded. Zoom connections may occasionally falter due the number of people relying on the service. An instructor may also occasionally lose their internet connection. Centauri can accept no responsibility for technical problems that are out of our control.

For effective delivery of virtual courses, you are consenting to the following: -

1. That you agree to participate in a virtual program that uses video conferencing software (Zoom) and online forums regulated by Centauri (writing programs only).
2. That offensive or derogatory comments aimed at other participants or instructors will result in removal from the group, for the protection of all participants.
3. That Centauri may record online classes/camps for the purpose of safety and quality control. Video footage will be stored securely according to GDPR rules and regulations and deleted after the completion of the course.

ALL PROGRAMS, VIRTUAL AND IN-PERSON:

#### ASSUMPTION OF RISKS, RELEASE, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

I, am applying to take part in a program run by Centauri Summer Camp Inc. ("Centauri"), and undertake to inform the directors of any challenges (medical and otherwise) which may impact myself or others during the program.

Assumption and Acknowledgement of Risk.

I acknowledge and assume all risks associated with my participation in the program for which I am registered.

Release of Liability and Waiver of Claims: I hereby waive all claims that I have or may have in the future against Centauri, its directors, staff and contracted workers, and I release Centauri, its directors, staff and contracted workers from all liability for any loss, damage,

expense, or injury including death that I may suffer as a result of participation in activities due to any cause whatever, including negligence, breach of contract, or breach of any statutory or other duty of care, or in respect to Centauri's provision of or failure to provide any warnings, directions or instructions or due in any way to the risks, hazards and dangers of participation in the activities. I waive any and all rights to participate in a class action lawsuit against Centauri.

Indemnity: I hereby indemnify and save harmless Centauri, its directors, staff and contracted workers from all liability, including without limitation, for any injury, death, damage or expense, to any person or property, howsoever arising, resulting from my participation in programs.