





## Terms and Conditions for MAX Songwriting (please read carefully)

1. Once registered, the student can only withdraw from the program due to an injury or a medical condition. To discontinue due to an injury or a medical condition, a discontinuation form and a physician's note must be submitted in person or by email. Discontinuation forms are available at our facilities. Verbal notification and/or non-attendance will NOT constitute discontinuation. When the discontinuation form has been processed, a refund will be issued for any prepaid remaining lessons less a \$25.00 + HST = \$28.75 cancellation.
2. A completed registration form must be submitted in person or by email or fax to MAX Arts. Athletics. Wellness. (hereafter referred to as MAX). Because spaces are limited, submission of a registration form does not mean that a student will be granted a space in the requested program. Existing MAX customers and/or returning students may be given priority for registration, followed by a "first-come, first-served" policy for all other students.
3. Regular attendance and punctuality is expected. There will be no refunds for sessions missed by a student.
4. MAX will not refund or make up any classes that are cancelled due to weather. Please check [www.yourmax.ca](http://www.yourmax.ca) or call 733-7330 to see if MAX facilities are closed due to weather.
5. If an instructor cannot be available for a class, a substitute instructor will complete the class or arrangements will be made for a make-up class on a future date.
6. MAX reserves the right to withdraw any program or level of instruction, to change an instructor of any program, or to close any MAX location at any time without notice or liability other than to refund fees received for sessions cancelled due to such withdrawal or closing.
7. All of the student's relevant illnesses, medical conditions, disabilities, and/or behavioral concerns have been disclosed to MAX on the Registration Form.
8. Participants will not be able to partake in programs if their MCP number is not on file. You hereby give MAX and its employees the authority to act on your behalf in case of any emergency. If, due to such circumstances as injury or sudden illness, medical treatment is necessary, you authorize MAX to take whatever emergency measures are deemed necessary by MAX for the protection of the participant while in the care of MAX. You understand that this may involve calling a physician, interpreting and carrying out his or her instructions, and transporting the participant to a hospital, including the possible use of an ambulance. This could also include emergency transportation required as a result of fire or other environmental emergencies. You understand that this may be done prior to contacting you, and that any expense incurred for such treatment, including ambulance fees, is your responsibility.
9. MAX promotes an atmosphere of safety and mutual respect and will not tolerate inappropriate conduct or behavior. Violation of these principles may result in immediate termination of the participant's enrollment.
10. In consideration of being allowed to participate in MAX activities and programs and to use MAX facilities, equipment and services, you hereby forever waive, release and discharge MAX and its officers, agents, employees, representatives, executors and all others acting on their behalf from any and all claims or liabilities for injuries or damages to the participant's person and/or property, including those caused by the negligent act or omission of any of sparing those mentioned or others acting on their behalf, arising out of or connected with the participation in any activities, programs or services of MAX or the use of any equipment at various sites, including home, provided by and/or recommended by a MAX representative.
11. MAX takes customer privacy seriously. We will not sell, distribute, barter or transfer any personally identifiable information obtained about our participants to parties outside of MAX, without the authorized written consent of the participant or the parent(s)/guardian(s) if the participant is under the age of 18 (except where required by law such as in emergency situations or by legal order). In the normal course of business and for the purpose of advertising, MAX may photograph or video participants as they partake in MAX activities. Such photographs or videos may be used by MAX for publicity purposes without the participant's name attached unless the participant or the parent(s)/guardian(s) if the participant is under the age of 18 otherwise advises MAX in writing. No photography or video is permitted to be taken inside any MAX location without the express written consent of MAX.

**ACCEPTANCE:** *By signing below, I acknowledge and agree to the terms and conditions written above and I represent that the information given by me on the Registration Form is complete and accurate.*

Participant Name \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian Name \_\_\_\_\_ Parent/Guardian Signature \_\_\_\_\_