



Tryon Arts & Crafts School

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TACS STUDENT AGREEMENT, RELEASE & WAIVER 20220101 *Annual Requirement*

Students participating in educational courses at Tryon Arts & Crafts School are required to sign the Student Agreement and Release & Waiver annually. Please review the provided terms and sign and date in agreement.

STUDENT AGREEMENT

Tryon Arts & Crafts School wants to make sure all of our students are safe, informed, and on board as we work to improve our organization. This is why we require that our students sign the TACS Student Agreement form annually and sign a liability waiver at the beginning of each course. Thank you for your cooperation and your participation!

Cleaning and Storage Notice

Students must clean their workspaces and leave the classroom in the same condition in which they found it.

Student-owned supplies, tools, and artworks created in TACS courses may not be stored long-term at TACS. TACS will dispose of abandoned items one month after the course date without further notice.

Transactions and Communications

Communication and transactions related to courses registration, withdrawal, payment, and refunds must be made directly to TACS' office staff during regular business hours in person, by phone, or by email. Social media is not considered an official tool for communication with TACS.

Payment

Course tuition payments are due no later than 1 week prior to a class start date. TACS accepts cash, personal checks, money orders, credit card, and PayPal (online registration).

Holds and Interested Students

TACS does not hold course spaces without full payment.

Students may request to be added to a roster as an "Interested Student", which is not considered a registration. Interested students may lose their place to a paying customer at any time when a course reaches its maximum number of students.

1 week before a course starts, TACS notifies instructors of whether their courses have met minimum enrollment. Therefore, interested students' names will be removed from the roster at that time without further notice.

Withdrawal / Refunds / Credit

If a student wishes to withdraw from a course, notice must be given at least 2 weeks in advance of the course start date. The student may request a refund or a credit toward a later course. If the student chooses a refund, a full refund less a \$25 administrative fee will be given. No refunds will be given for withdrawals within 2 weeks of the course date.

Verbal notification to the instructor or failure to attend class is not considered official notice of withdrawal. Students must directly notify TACS staff.

Cancellation

TACS reserves the right to cancel courses. If a course is cancelled due to low enrollment, TACS will notify students no later than 5 days prior to the course start date. Students may transfer their registration to another course or request a full refund without penalty.

Make-Up Sessions and Alternate Schedules

TACS may reschedule courses in the event of inclement weather, instructor illness, or other conditions beyond our control.

If students are unable to participate in a rescheduled course, they may transfer their registration to another course, request a credit for a later course before December 31 of the same year, or request a full refund without penalty.

One-time workshops may not be rescheduled, dependent on instructor availability.

For 6-week classes, make-up sessions will take place within the same 6-week term.

Absence

TACS does not provide refunds, credits, or make-up sessions to students who miss class for personal reasons.

Diversity and Inclusion

All students are welcome regardless of race, gender, sexual orientation, religious affiliation, political affiliation, national or ethnic origin.

Age Requirements

Students under 18 years of age must have a liability waiver signed by a parent-guardian. Instructors may restrict the age of students.

Accessibility

TACS maintains public facilities with handicapped-accessible entrances and restrooms. If you have mobility restrictions, please contact us to discuss access to studios and other facilities.

Behavior

We strive to provide a pleasant, cooperative, productive experience for students and instructors. If TACS becomes aware of a student whose behavior is disruptive, offensive, or antagonistic, TACS reserves the right to remove the student from the given program. Students removed from an activity on these grounds will not be reimbursed for any portion of the course fee.

Alcohol, Tobacco, and Illegal Drugs

Alcohol is not permitted in studios or public areas without prior approval of TACS.

Smoking, vapor cigarettes (also known as vaporizers and e-cigarettes), and smokeless tobacco are not allowed inside any building at TACS.

Illegal drugs are not permitted on any part of TACS' campus.

Firearms

Firearms are not permitted inside TACS' buildings.

Pet Animals

House-trained pet dogs are allowed inside of the buildings at TACS, but must be kept on leashes and supervised at all times. TACS' staff may require the removal of pets for any reason – such as, the animal is distracting, disruptive, unclean, or presents a risk to people or art displays. Pets are not allowed to roam freely in TACS buildings.

Property

TACS is not responsible for the security of property belonging to students, instructors, or guests.

RELEASE & WAIVER

Agreement to release Liability, Assumption of Risk, Indemnity, and Media Permission between the Undersigned and Tryon Arts & Crafts, Inc. (hereinafter, TACS)

On behalf of myself, my personal representatives, heirs, next-of-kin, spouse and assigns, I acknowledge that I give up certain legal rights when I sign this document which includes the right to recover damages to personal property, bodily injury, and death as a result of my activities in TACS programs. Furthermore, I HEREBY:

1. Acknowledge that there is an inherent danger involved in working in classes with various tools and equipment and that attending TACS programs involves risks that may cause personal injury or death.
2. Voluntarily assume the risk and danger of injury or death inherent in the use of the equipment and tools provided by TACS and its instructors.

3. Release, discharge and promise not to sue TACS, and/or any of its Board of Directors, employees, instructors and agents (hereinafter the "Releases") for any loss, liability damage or cost whatsoever arising out of or related to any loss, liability, damage or injury (including death) to my person or property.
4. Release the Releases from any claim that such Releases are or may be negligent in connection with my educational experience, including but not limited to instruction, working and safety techniques, and maintenance or care of tools and equipment.
5. Indemnify, save and hold harmless the Releases from any loss, liability, damage, injury or cost that may arise out of or in any way connected with my use of the tools and equipment provided or any acts or omission of Releases, or other employees or agents.
6. Agree to abide by, follow instructions and rules established by TACS or any of its instructors, agents, or employees with regard to safety operations in using tools and equipment.
7. Agree that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the state of North Carolina and is intended to be as broad and inclusive as is permitted by North Carolina law and that in the event any portion of this agreement is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the balance of the agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
8. Acknowledge that this document is a contract and agree that if a lawsuit is filed against TACS or its Board of Directors, employees, instructors and agents for any injury or damage in breach of this contract, the undersigned will pay all attorney fees and costs incurred by TACS in defending such action.
9. Consent to the use of my likeness, image, video presence, voice or other reproduction by TACS for incidental advertising, website images, media and other purposes. I further understand that no special compensation will be provided for the use of my image and that I may not be informed in advance of the specific use of my image. I understand that unless I opt out of this release, my likeness may be used without my specific permission as deemed appropriate by TACS.

By signing this form, you indicate that you have read this document in its entirety and agree to the conditions.

Signature

Print Name

Date

Tryon Arts & Crafts School hopes your experience here is a creative and rewarding one. Please let us know how we may make it better. You also can improve our school through membership support and volunteer opportunities. Ask our staff for more information!