



## PaintSpace Nola, LLC

### Student Payment and Refund Policy - 2023

- Enrollment is only guaranteed with registration and full payment.
- A minimum of 10 students is required per workshop. If the minimum is not met 30 days before the start date, the workshop may be cancelled. Students will be notified via email. A full refund will be issued. It is recommended that student not make non-refundable travel or lodging arrangement prior to 30 days.
- If PaintSpace Nola cancels the workshop for any reason, students shall receive a 100% refund.
- Student cancellations must be submitted in writing to: [paintspacenola@gmail.com](mailto:paintspacenola@gmail.com)
- Cancellation made 31 days before the first day of class receive a full refund, less a \$100 processing fee.
- Any cancellations made 30 days or less in advance of the first day will receive no refund, unless there is a wait list, and another student takes that place; then the student shall receive a full refund less a \$100 handling fee.
- No refund, credits, or transfers will be applied on or after the workshop start date.
- No refund, credits, or make-up will be offered for missed days.
- A \$100 fee will be charged on all returned checks
- These terms shall not be reduced or waived in the event of circumstances beyond our control such as illness, flight cancellations, war, terrorist attacks, injury or death, natural disaster or force of nature.

\_\_\_ I understand and fully agree to the terms in this Payment & Refund Policy.

Workshop Attending: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signed Name: \_\_\_\_\_ Date: \_\_\_\_\_

This agreement must be signed and received by PaintSpace Nola, LLC , 30 days prior to the first day of the workshop.



## PaintSpace Nola, LLC

### Waiver of Liability, Medical Release, Photography/Videotape Release, and Indemnification Agreement

I hereby **waive, release** and **discharge** any and all claims and damages for personal injury, death, or property damage which I may sustain, or which may occur as a result of my own participation, in PaintSpace Nola, LLC classes and other activities.

I further understand and agree that:

1. This release is intended to discharge in advance PaintSpace Nola, LLC, its owners, officers, employees, contracted teaching artists, and agents from and against any and all liability, except for their sole negligence or intentional acts, connected in any way with my participation in PaintSpace Nola, LLC activities.
2. Such classes and activities may be of a hazardous, strenuous, and/or physical nature, and participation in said activities may result in injury, death, or property damage.
3. Knowing the risk involved, nevertheless, I voluntarily request permission for myself to participate in said activities.
4. I hereby assume any and all risks of injury, death, or property damage, and release and hold harmless PaintSpace Nola, LLC its owners, officers, employees, contracted teaching artists, and agents, except for their sole negligence or intentional acts.
5. This waiver, release, and assumption of risk is binding on me and my heirs and assigns.
6. I will indemnify and hold PaintSpace Nola, LLC harmless from any loss, liability, damage, cost, or expense, including litigation, which it may incur as a result of any injury and/or property damage which I may sustain while participating in said activities.
7. I will compensate any loss, damage, or cost to PaintSpace Nola, LLC, **that** may incur if any litigation arises due to any claim made by myself, said minors, or by anyone on said minor's behalf.
8. I expressly allow, and hereby waive any objection to PaintSpace Nola, LLC photographing and/or videotaping of me while participating in in PaintSpace Nola, LLC programs.
9. I understand and agree that all photographs and videotapes will remain the property of PaintSpace Nola, LLC, and that PaintSpace Nola, LLC may use such photographs or videotapes for archival and promotional purposes, including their use in PaintSpace Nola, LLC's and the contracted teaching artist's catalogs, brochures, other printed materials, electronic email, social media, and online web pages.
10. No alcoholic beverages of any kind will be provided by PaintSpace Nola, LLC and the contracted teaching artist. If the below-named participant chooses to bring alcoholic beverages onto PaintSpace Nola, LLC property, the participant assumes all responsibility and liability for any damages, injuries, claims, or losses of any kinds arising while under the influence of alcohol.



## PaintSpace Nola, LLC

11. Illegal drugs of any kind are strictly prohibited on PaintSpace Nola, LLC property, and I agree to not possess them on property or in my vehicle on property.
12. Legal or illegal firearms are strictly prohibited on PaintSpace Nola, LLC, property, and I agree to not possess them on property or in my vehicle on property.

\_\_\_\_ I have carefully read this **Waiver of Liability, Medical Release, Photography/Videotape Release and Indemnification Agreement** and fully understand its contents. I am aware that this is a release of liability and a contract between myself and PaintSpace Nola, LLC.

\_\_\_\_ I also understand the **Payment and Refund Policy** and the potential consequences thereof, set forth by **Waiver of Liability, Medical Release, Photography/Videotape Release and Indemnification Agreement** and agree to such terms.

**Printed Name:** \_\_\_\_\_

**Signed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*This agreement must be signed and received by PAINTSPACE NOLA, LLC, 30 days prior to the first day of the workshop.*