

# STEAMwork Labs Participation & General Liability Waiver

## 1. Doing Business As (DBA) and Entity Identification

This Agreement is entered into with Bug in the Drain Productions LLC, a Florida limited liability company, doing business as STEAMWork Labs (the “DBA”). STEAMWork Labs is a trade name under which the Organization operates its programs and services.

All references in this Agreement to “STEAMWork Labs” or the “Organization” shall refer collectively to Bug in the Drain Productions LLC, including all employees, contractors, agents, and representatives operating under the STEAMWork Labs name.

## 2. Definition of Program

For purposes of this Agreement, the term “Program” refers to all activities, sessions, workshops, classes, camps, courses, events, and related services offered by Bug in the Drain Productions LLC, DBA STEAMWork Labs (the “Organization”), whether held on-site or at any affiliated or rented facility.

The term “Program” includes, without limitation, structured instructional time, supervised activities, transitions between activities, breaks, arrival and dismissal periods, and any other time during which participants are under the supervision or direction of the Organization or its staff.

## 3. Definition of Participant

“Participant” refers to the enrolled child (K-5 grade) participating in the Program.

## 4. Acknowledgement of Activities and Risks

I, the undersigned parent or legal guardian, understand that my child will participate in STEAM-based activities that may include, but are not limited to:

- Use of scissors, cutting tools, and crafting materials;
- Use of adhesives such as glue and hot glue guns;
- Use of small hand tools and supervised equipment, including tools such as ChompSaw cardboard cutter ([www.chompshop.com](http://www.chompshop.com));
- Building, constructing, and experimenting with various materials; and

- Physical movement within a classroom, workshop, or outdoor setting.

I acknowledge that participation in these activities involves inherent risks, including but not limited to cuts, burns, minor injuries, allergic reactions, and other unforeseen hazards.

## **5. Assumption of Risk**

I knowingly and voluntarily assume all risks, both known and unknown, associated with my child's participation in the Organization's Program. I understand that, despite reasonable safety precautions and supervision, accidents and injuries may occur.

## **6. Release and Waiver of Liability**

To the fullest extent permitted by Florida law, I, on behalf of myself and my child, hereby release, waive, and discharge the Organization, its owners, operators, instructors, employees, volunteers, and affiliates from any and all liability, claims, demands, or causes of action arising out of or related to any injury, illness, damage, or loss sustained by my child in connection with participation in the Organization's Program, including those arising from the alleged or actual negligence of the Organization, except to the extent prohibited by law. This release applies to all claims, whether known or unknown, foreseeable or unforeseeable, to the fullest extent permitted by Florida law.

## **7. Facility Release of Liability**

I understand that the Organization's Program is being conducted at a facility owned and/or operated by Monarch Learning Academy, which does not control or supervise the Organization's operations or activities. The Organization operates independently from Monarch Learning Academy.

To the fullest extent permitted by Florida law, I, on behalf of myself and my child, hereby release, waive, and discharge Monarch Learning Academy, its owners, directors, officers, employees, agents, and affiliates from any and all liability, claims, demands, or causes of action arising out of or related to any injury, illness, damage, or loss that may occur during or in connection with my child's participation in the Organization's Program or presence at the facility.

I am solely entering into this agreement with the Organization and not with Monarch Learning Academy.

## **8. Illness and Communicable Disease Policy**

I understand and acknowledge that participation in the Program may involve exposure to illnesses, including but not limited to common colds, influenza, viruses, bacterial infections, and other communicable diseases.

I voluntarily assume all risks related to exposure to illness or communicable disease arising from my child's participation in the Program.

I agree that my child will not attend the Program if they are experiencing symptoms of contagious illness, including but not limited to fever, vomiting, diarrhea, unexplained rash, or other symptoms that may pose a risk to others.

I understand that the Organization reserves the right to:

- Send a child home if they exhibit symptoms of illness during the Program;
- Require a child to remain home until they are symptom-free for a reasonable period; and
- Refuse participation if the child appears to pose a health risk to others.

I further understand that the Organization does not provide medical diagnosis, treatment, or health screening and that participation is at the discretion of the Organization based on reasonable health and safety considerations.

I agree that the Organization is not responsible for any illness or communicable disease that may be contracted during or after participation in the Program.

## **9. Minor First Aid Consent**

I understand and authorize the Organization and its staff to administer basic, non-prescription first aid to my child for minor injuries that may occur during Program activities. This includes the use of commonly accepted first aid supplies such as:

- Adhesive bandages (Band-Aids);
- Petroleum jelly (Vaseline);
- Over-the-counter burn gel or burn relief products;
- Witch hazel for minor skin irritation, scrapes, or discomfort; and
- Ice or cold packs.

I understand that these items will be used only for minor, superficial injuries such as small cuts, scrapes, or mild burns, and are not a substitute for professional medical care.

I acknowledge that staff are not medical professionals and will exercise reasonable care and judgment when providing basic first aid. This care is not a substitute for professional medical treatment. In the event of a more serious injury or medical concern, I authorize the Organization to seek emergency medical attention as outlined in the medical authorization section of this Agreement.

## **10. Medical Authorization**

In the event of an emergency, I authorize the Organization staff to obtain medical treatment for my child if I cannot be reached immediately. I agree to be responsible for any medical expenses incurred.

Child Allergies/Medical Conditions:

\* Additional Emergency Contact:

\* Phone Number:

## **11. Behavioral Expectations**

I understand that my child is expected to follow all safety rules and instructions provided by the Organization's staff. Failure to do so may result in removal from activities or dismissal from the Program without refund.

## **12. Lunch and Snacks Policy**

Participants may bring their own lunch, snacks, and beverages each day of the Program. The Organization does not provide food, drinks, or snacks under any circumstances.

Parents/guardians are responsible for ensuring that all meals and snacks are clearly labeled with the child's name.

The Organization is not responsible for lost, forgotten, or insufficient food or snacks and no food will be available for purchase or replacement on-site.

## **13. Drop-Off Policy**

I understand that drop-off for all participants is permitted no earlier than ten (10) minutes prior to the scheduled start time of the Program. Participants must remain under parent/guardian supervision until they are officially signed in by staff.

Early drop-off beyond this 10-minute window is not permitted unless prior written arrangements have been made with the Organization. The Organization is not responsible for supervising or monitoring participants who arrive before they have been properly signed in during the designated drop-off period.

#### **14. Pick-Up Policy and Late Pick-Up Fees**

I understand that the Program ends at its designated end time, and I agree to pick up my child on time. A 5-minute grace period is provided.

Any pick-up after the 5-minute grace period will be considered late and will incur the following fees:

- \$1 per minute per participant beginning after the grace period.
- Fees will be rounded up to the nearest minute and must be paid at pick-up or added to the family's account.

I understand that repeated late pick-ups or unpaid, late pick-up fees may result in additional fees and/or my child's dismissal from the Program without refund.

In the event that I am delayed, I agree to notify the Organization as soon as possible. I also acknowledge that staff must remain on-site to supervise my child during late pick-up, which is the basis for these fees.

#### **15. Authorized Person(s) Pick-Up Policy**

**Only individuals who have been designated in writing, by a parent or legal guardian, as authorized pick-up person(s) will be permitted to collect a child from the Program.**

At the time of pick-up and sign-out, the authorized individual(s) **must** present a valid government-issued photo identification (Driver's License or equivalent) for verification before the child will be released.

**The Organization reserves the right to refuse release of a child to any person who is not listed as an authorized pick-up contact and who cannot provide proper identification.** All authorized individuals must present valid government-issued photo identification and match the authorized records. If the identity of the individual cannot be confirmed or does not match the authorized records, the child will not be released until proper verification is completed with the parent or guardian.

The Organization further reserves the right to contact local authorities if there is any question, concern, or uncertainty regarding the identity or legitimacy of an individual attempting to pick up a child, in order to ensure the safety and security of all participants.

As part of registration, the signing **parent or legal guardian must designate at least one additional authorized individual (other than themselves) who is permitted to pick up the child from the Program. This information must be provided prior to the start of the Program session.**

**No exceptions will be made to this policy under any circumstances.**

\* Authorized Person #1:

Authorized Person #2:

Authorized Person #3:

Authorized Person #4:

## **16. Deposits, Payment, and Cancellation Policy**

I understand and agree to the following payment and cancellation terms:

### Deposit Requirement:

A non-refundable deposit of 30% of total tuition is required at the time of booking to secure my child's spot in the Program. Enrollment is not guaranteed until the deposit is received.

### Tuition Requirement:

Full tuition must be paid in full no later than 1 week to the start of the booked Program. If payment is not received by this deadline, the child's enrollment may be forfeited and the reserved spot released to another participant without further notice.

The Organization is not obligated to hold or guarantee placement without full payment received by the stated deadline.

### Sibling Discount:

A discount may be offered for families enrolling multiple children (siblings) in the same Program session. The availability and amount of such discount is at the sole discretion of the Organization.

### Cancellation Policies:

- Cancellation more than 14 days before the Program start date will result in a full refund of tuition minus the non-refundable deposit.
- Cancellation between 7 and 14 days before the Program start date will result in a 50% refund of total tuition.  
Cancellation less than 7 days before the Program start date: No refund will be issued.
- After a Program begins: No refunds will be issued for any reason, including absence, illness, or early withdrawal.

### Illness or Emergency Cancellation; Credits:

In the event that a participant cancels a Program due to illness or emergency, the Organization may, at its sole discretion, offer credit toward a future Program in lieu of a refund. Any such credit:

- Is not guaranteed
- Will be issued only upon request and review
- May be subject to expiration dates and availability of future Programs

I understand and agree that the issuance of any credit is a courtesy and not an obligation, and that all standard cancellation and refund policies remain in effect.

### Cancellation Fees and Refund Processing:

All cancellations and applicable refunds are governed by the Organization's stated cancellation policy. Cancellation and refund amounts are calculated based on these rules and are processed through the booking system used to manage registrations.

The Organization utilizes Venmo (<https://venmo.com/>) to manage bookings, payments, refunds, and cancellations.

By enrolling, I acknowledge and agree that:

- Payments are managed through Venmo or CashApp and refunds may be processed through that system in accordance with the Organization's policies.
- Venmo and CashApp do not automatically issue refunds without authorization.

Additional Terms:

All refunds, if applicable, will be processed within a reasonable timeframe.  
No refunds or credits will be given for missed days.

**17. Photo, Video & Media Release**

I understand and acknowledge that participants will be photographed, video recorded, and/or audio recorded during Program activities for purposes including, but not limited to, documentation, training, educational use, marketing, social media, website content, and other promotional materials for the benefit of the Organization.

I grant the Organization and its representatives the irrevocable right and permission to use, reproduce, edit, publish, distribute, and display my child's image, likeness, voice, and work product in any and all media formats now known or later developed, without geographic or time limitation.

I understand and agree that:

- No compensation, reimbursement, royalties, or other payment will be provided for the use of these materials;
- I waive any right to inspect or approve the finished product or its specific use; and
- I waive any right to bring legal or commercial claims related to the use of my child's image, likeness, or recordings

**I understand that I must select a Privacy Consent Preference from the drop-down menu below in order for my child to participate in the Organization's Program.**

These Privacy Consent Preferences are defined as:

**Full Media Consent:** I grant permission for my child's face and likeness to be clearly visible and used as described above.

OR

**Limited Consent with Face Protection:** I grant permission for media use as described above; however, I request that reasonable efforts be made to obscure or protect my child's identity (e.g., blurring the face or avoiding identifiable close-ups). I understand that while the Organization will make reasonable efforts, absolute anonymity cannot be guaranteed.

\* Privacy Consent Preference::

--- Please select an option ---

## **18. Indemnification**

I agree, to the fullest extent permitted by Florida law, to indemnify, defend, and hold harmless the Organization, its owners, members, managers, instructors, employees, volunteers, agents, and affiliates from and against any and all claims, demands, actions, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to my child's participation in the Program, including but not limited to claims brought by or on behalf of my child, and further including claims arising from the negligence of the Organization, except to the extent prohibited by Florida law.

## **19. Severability Clause**

If any provision of this Agreement is found to be unenforceable, the remaining provisions shall remain in full force and effect.

## **20. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

## 21. Acknowledgment

I have read this Participation and General Liability Waiver in full. I understand its terms and acknowledge that I am giving up certain legal rights by signing it freely and voluntarily.

Date of Agreement:

\* Name:

Waivers  
Bug in the Drain Productions LLC. DBA STEAMwork Labs.