

TERMS AND CONDITIONS

1. **Services.** In consideration of the fees and Student's commitment to learning, PolyFluent, or its designee, shall provide non-academic, educational language services to the Student at agreed upon times and locations ("Services").

2. **Payment Terms.** Payment is required upon completion of the summer camp registration and following the acceptance of PolyFluent's Terms and Conditions. Payment shall be submitted via electronic means though the online payment options provided at the end of the registration form. For alternative payment options, please contact PolyFluent in writing at Connect@PolyFluent.org

3. **Representations.** PolyFluent represents that (1) PolyFluent is registered as a Kentucky nonprofit corporation with the Kentucky Secretary of State and as a charitable organization with the Kentucky Attorney General; and (2) each PolyFluent instructor is fluent in the language they teach. Unless otherwise provided, PolyFluent makes no representation that its instructors are certified or professional educators.

4. **Tax Deductibility.** PolyFluent is recognized as tax-exempt under Section 501(c)(3) of the Internal Revenue Code. Any contributions above the fair market value of Services provided to the Student are tax deductible. Contribution statements will be issued each January reflecting the tax-deductible portion of your contributions, if any.

5. **Photo Release.** Guardian grants the right and authorizes PolyFluent to take, edit, alter, copy, exhibit, publish, distribute, and otherwise use any and all photos or videos taken of the Student during the Student's participation in any class or group activity in any or all of PolyFluent's printed and/or digital publications. Guardian understands that any photos or videos using the Student's likeness will become the property of PolyFluent and will not be returned to Guardian or Student following PolyFluent's use.

6. **Release of Claims/Limitation of Liability.** Guardian hereby releases, holds harmless, and forever discharges PolyFluent from all claims, demands, and causes of action which Guardian, Student, or their respective representatives, executors, administrators, or any other persons acting on their behalf have or may have by reason of this Agreement or the Services hereunder. To the maximum extent permitted by applicable law, in no event shall PolyFluent or its agents be liable for any special, incidental, indirect, or consequential damages whatsoever, however caused and on any legal or equitable theory of liability and

whether or not for breach of contract, negligence or otherwise, even if PolyFluent has been advised of the possibility of such damages. These limitations will apply notwithstanding any breach of condition(s) or term(s). In any case, PolyFluent's entire liability under any provision of this Agreement shall be limited to the total amount of fees received by PolyFluent from Guardian under this Agreement.

7. **Allergy Disclosure.** It is the Guardian's responsibility to disclose Student's allergies to PolyFluent in writing at least five (5) days prior to the Student's first lesson. This will allow PolyFluent to take appropriate measures to protect the Student.

8. **Cancellation Policy.**

Payment is due upon registration. Any cancellation requests should be submitted to PolyFluent in writing by April 30, 2026 and a refund will be issued for the amount paid minus \$25 registration and processing fee. After April 30, 2026, no refunds will be allowed.

9. **Insurance.** Participants (or guardians) agree to "waive and release all claims, demands, actions, causes of action, costs, losses, expenses, medical bills, and liabilities of any kind" resulting from ordinary negligence or inherent risks of camp activities.

10. **Indemnification.** Guardian shall indemnify and hold harmless PolyFluent from and against any and all claims, damages, losses, and expenses arising out of or resulting from acts or omissions of the Guardian or Student.

11. **Assignment.** This Agreement is personal to Guardian and Student and may not be assigned to any third party.

12. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding.

13. **Governing Law.** The validity, interpretation and effect of this Agreement shall be determined under Kentucky law. All actions arising directly or indirectly as a result of this Agreement or the Services hereunder shall be instituted and litigated only in courts having situs in Kenton County, Kentucky