



# Yoga-Tastic 4 Kids Inc.

## Before & After School Registration Agreement 2023-2024 School Year

3061 Walkers Line – Unit 8, Burlington ON. Tel: 905-802-2256

www.yogatastic4kids.ca Email: info@yogatastic4kids.ca

This agreement (the “Agreement”) made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ is made between YOGA-TASTIC 4 KIDS INC. (“Yoga-Tastic” or YT Group) and (the “Parent”), the parent for the child(ren) noted below:

### Student Information

First Name	Last Name	Age	Gender
1)			
2)			

### Parent Contact Information

Parent Name	
Parent Address	
Phone Number (home)	
Phone Number (cell)	
Phone Number (work)	
Personal Email	
Work Email	

### Emergency Contact Information

Name	
Relationship to Student	
Phone Number	

### School Information

School Name	
School Address	
Teacher’s Name	
Grade Number	
Class Number	
Pick-up / Drop-off Time	/

## Medical Information

Doctor Name	
Doctor Address	
Doctor Phone Number	
Health Card Number	
Allergies	
Medical Information	
Other Information	

### STUDENT REGISTRATION - ("The Schedule")

The student(s) shall attend Yoga-Tastic's Before & After-School Program and other program-related services (collectively the "Services") as selected below:

Before School Program ( )

After-School Program ( )

Transportation YES / NO

Transportation YES / NO

#### Program Hours:

Before School Program 7:00 AM – School Drop-Off Time - Fee \$10/day/student

After School Program School Pick-Up Time– 6:00 PM - Fee \$25/day/student

### TERMS AND CONDITIONS

- 1. AGREEMENT TO TERMS AND CONDITIONS.** This Agreement between Yoga-Tastic and Parent is for the provision of services, including, but not limited to Yoga-Tastic's Before & After-School Program and other program-related services to the Student (collectively the "Services"). By executing this Agreement, the Parent agrees to have their student attend the Services according to the terms and conditions of this Agreement.
- 2. TERM.** This Agreement is for the term beginning on the first day of school and terminates at the end of the school year.
- 3. INCLEMENT WEATHER CLOSURES, PA DAYS, MARCH BREAK, STATUTORY HOLIDAYS AND EARLY DISMISSAL.**

#### PLEASE REVIEW CAREFULLY

- The services will be closed if the student's school is closed during inclement weather.
- Transportation to schools will be cancelled if buses (in Zone 1) to schools are cancelled. If the schools are open and buses are canceled, the program will be open for the after-school program only. This applies to both H.D.S.B. and H.D.C.S.B.
- The Program will be closed on ALL PA Days, March Break and all Holiday Breaks as per the H.D.S.B & H.D.C.S.B schedules. PA Day Camp and March Break Camp spots will be made available on a first come, first serve basis for H.D.S.B and H.D.C.S.B. students as well as the general public. Separate fees will apply for P.A. Day Camp and March Break Camp.

**The Services are not provided, and the Studio will be closed on the following STATUTORY holidays.**

**PLEASE NOTE – all statutory holidays are paid.**

- Family Day, Good Friday, Victoria Day, Thanksgiving Monday, Christmas Day, Boxing Day, News Years Day.
- On days were students have an early dismissal, the program will run in its same time frame, example: if school dismissal is 1:30pm – program closes at 4:30pm (3 hours).

4. **STUDENT HEALTH AND SAFETY.** Should a student become ill while attending the Services, Yoga-Tastic will notify the Parent immediately and ask that the student be picked up. If the Parent cannot be reached within 30 minutes, the Emergency Contact will also be notified. The student will be isolated until the Parent, Emergency Contact or Authorized Individual arrives to pick them up. Yoga-Tastic will also notify the Parent if the student exhibits any of the following:

- Fever
- Vomiting or diarrhea
- Symptoms of a contagious infection such as, but limited to chicken pox, strep throat, measles, pink eye, rotavirus, roseola, COVID-19, ect.
- Excessive coughing and/or running nose

**Parent shall keep their student at home if the student is experiencing cold symptoms that are not alleviated by “over the counter” cold medications.**

**COVID-19 POLICY: Students that test positive for COVID-19 are required to exit the program. Admittance back to the program will be granted once the student has been symptom free for 24 hours. Siblings of the student that tests positive will also be unable to attend the program until the student who tests positive is able to return. Refunds for time away from the program due to sickness will not given**

**Yoga-Tastic retains the right to exclude and/or refuse services to students who are experiencing or who have experienced head lice, vomiting, diarrhea, fever, cold symptoms or CoVid-19 symptoms within the 24 hours preceding arrival at the Yoga-Tastic premises. Yoga-Tastic may require, at their sole discretion, the Parent provide a clearance certificate or doctor’s note, with sufficient detail, indicating the student is healthy and/or symptom free.**

By signing this Agreement, Parent represents and warrants that the student is physically fit, has sufficiently prepared for participation for the Services and has not been advised to not participate by a qualified medical professional. Parent certifies that there are no health-related reasons or problems which preclude Student’s participation in the Services. Parent acknowledges that the Services may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, assistants and Program Directors of the Services. Parent hereby consents to the student receiving medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.

5. **EMERGENCY AUTHORIZATION AND CONSENT TO TREATMENT.** In the event of a medical emergency of any kind, it is Yoga-Tastic policy to notify the Parent when a student is ill or needs medical attention. If Yoga-Tastic cannot contact a Parent and the need to get immediate medical assistance is required for the student, as determined by Yoga-Tastic or medical professionals, Yoga-Tastic’s procedure is to transport the student to the nearest emergency service and/or call 9-1-1. By executing this Agreement, you, as parent and/or guardian of the student, provide Yoga-Tastic the authority to take such appropriate action on behalf of the student as may be required. For further clarity, you, the Parent, understands, agrees and accepts the consent to give medical care incorporated into Section 5 of this Agreement.
6. **PRICE AND PAYMENT.** Before school fee \$10/day/student. After school fee \$25/day/student.

**A ONE MONTH non-refundable deposit is required upon recite of your registration form to secure your child’s spot. The deposit will be applied to your September invoice. You will receive your Deposit Invoice once your registration is completed and returned.**

Yoga-Tastic will invoice the Parent for Services provided on the 1<sup>st</sup> day of each month of the term of this Agreement. Additional late pick-up fees, as described in Section 6.1 will be added to the invoice for the month in which they occurred. All invoices are to be paid within five (4) business days of receipt by the Parent. **A late payment fee of \$10/per day will be added to the following months invoice if the previous months invoice is not paid on time.** The Parent shall pay every invoice on the terms set forth in this Agreement.

- 6.1. Late Pick-Up. Any time a student is picked up from Yoga-Tastic after 6:00 PM, a late fee will be applied. The late fee schedule is as follows:

Pick-up after 6:05 PM will result in a One Dollar per Student per minute (\$1.00 / student / minute) charge continuing until pick-up has arrived unless a call has been made in advance to inform Yoga-Tastic of such late pick-up. **IF A CALL HAS NOT BEEN RECEIVED, AT 6:15 PM THE EMERGENCY CONTACT WILL BE CONTACTED TO PICK UP THE STUDENT(S).** The late fee charges will apply and continue as stated above until the student(s) has been picked up.

7. **STUDENT ATTENDANCE AND RELEASE.** The student will only be released to the Parent or Emergency Contact listed in this Agreement. In case of an emergency or an unforeseen circumstance, the Parent may authorize, in writing to Yoga-Tastic an additional authorized individual (other than the Emergency Contact, stated above) pick up the Student on the Parent's behalf ("Authorized Individual"). The Authorized Individual must have valid government issued photo identification (driver's license, passport etc.) each time they come to pick up the student. In case of an emergency, the Parent will be the first person called followed by the Emergency Contact. However, should the Parent authorize an Authorized Individual, the Parent gives permission for Yoga-Tastic to contact the Authorized Individual(s) in the event the Parent or Emergency Contact do not respond after 15 minutes of being contacted. The student will NOT be allowed to leave the Yoga-Tastic premises with any person NOT listed in this Agreement. Should the Emergency Contact or Authorized Individual need to be modified, the Parent must contact Yoga-Tastic in writing to update the list.
8. **TRANSPORTATION AND NOTIFICATIONS OF ABSENCE.** The transportation of the student to and from the Yoga-Tastic premises takes coordination and communication to ensure safe drop off and pick-up off. By signing this Agreement, you agree, accept, and are bound by the release and waiver in Section 14 of this Agreement. Yoga-Tastic is hereby authorized to transport the student to and from their school to the Yoga-Tastic premises. It is the policy of Yoga-Tastic that the parent of each Student notifies a **Program Director** when their student will NOT need drop off or pick-up. Should the Student be absent from school for the entire day OR not need to be picked up by, Yoga-Tastic, the Parent must notify Yoga-Tastic by telephone, as soon as possible, but **no later than 1:00 PM** of such day. In the event Yoga-Tastic cannot be reached by telephone, the Parent must leave a message detailing the date of the absence, the student's full name and the school they attend. The Parent shall also communicate the absence via email to **info@yogatastic4kids.ca** with the same information. A Yoga-Tastic 4 Kids Inc. representative will respond as soon as possible to verify the student's absence from the Services.
9. **DISRUPTIVE STUDENT BEHAVIOUR.** Continuously disruptive and/or unruly behaviour will not be tolerated by Yoga-Tastic. All students are expected to have respect for other students participating in the Services, themselves, the Yoga-Tastic studio environment and all Yoga-Tastic employees. If disruptive and/or unruly behaviour persists, the Parent will be contacted and a meeting will be scheduled to discuss the behaviour and resolution. If the disruptive and/or unruly behaviour persists after such meeting, Yoga-Tastic 4 Kids Inc. reserves the right to permanently withdraw the Student(s) from the Services. As a result of the early withdrawal from the Services the **Cancellation Policy as outlined in Section 10 will apply to the student (and their sibling(s) if attending)**
10. **CANCELLATION OF SERVICES.** This Agreement does not automatically renew and automatically terminates at the end of the Term. It is the responsibility of the Parent to register their student(s) with Yoga-Tastic each school year. Yoga-Tastic reserves the right to terminate this Agreement with one (1) days' notice for reasons described in Section 9 of this Agreement. The Parent shall be invoiced within ten (10) days for any unpaid fees upon such termination and Parent shall pay such invoice in accordance with Section 6 of this Agreement. If the Parent wishes to withdraw a Student from the Services before the completion of the Term of this Agreement, the Parent shall be invoiced a charge of **\$500/per student, plus fifteen percent (15%) of the remaining monthly fees owing under this Agreement.**
11. **NOTICE OF NON-LICENSING.** The Services provided by Yoga-Tastic are considered exempt from childcare licensing requirements otherwise required under the *Ontario Child Care and Early Years Act, 2014* (the "Act"). Yoga-Tastic's Services are considered as an "authorized recreational and skill building program" and as such, Yoga-Tastic must ensure the following requirements are adhered to:
  - An emphasis on mindfulness, suspension yoga as part of our programming.
    - Services are only available to students who are at least 5 years of age or will be turning 5 years of age during the calendar for which they are enrolled; and
  - The Services will be available on weekdays for 3 or less consecutive hours each weekday.

It is also a requirement under the Act that Yoga-Tastic provide each parent with a written disclosure that Yoga-Tastic's Services are not a licensed Child Care program. The Government of Ontario does not license this Child Care program. By executing this Agreement, you confirm you have read, understood and accepted such notice of non-licensing.

12. **MEDIA CONSENT.** By executing this Agreement, the Parent hereby acknowledges and consents for the capture of Student's image, likeness and sound of voice as recorded in photographs, audio or video, and the rights thereto, without payment or any other consideration during participation in the Services, and to publication of the photographs and videos by Yoga-Tastic 4 Kids Inc. for advertising, promotional and marketing purposes. Parent understands that said image may be edited, copied, exhibited, published, or distributed and waive the right to inspect or approve the finished product wherein Student's likeness appears. Parent hereby expressly waives all moral rights with respect to the recording of Student's image and likeness. Additionally, Parent waives any right to royalties or other compensation arising or related to the use of Student's image or recording. By signing this release Parent understand this permission signifies that photographic or video recordings of Student may be electronically displayed via the Internet or in marketing or other social media platforms and that there is no time limit on the validity of this release nor is there any geographic limitation on where these materials may be distributed. **If the Parent consents to the above, initial here: \_\_\_\_\_**
13. **Consent Request for Sending Commercial Electronic Messages.** As required under Canada Anti-Spam Legislation annually we seek Parent's consent on behalf of to send Parent commercial electronic messages about the Services via this Agreement. By selecting "I Accept" below, Parent is opting in to receive commercial electronic messages from Yoga-Tastic for this purpose. Parent can unsubscribe at any time. If Parent no longer wishes to receive electronic messages or Services from Yoga-Tastic, Parent may

unsubscribe in the "unsubscribe" link in the e-mail they receive, or contact Yoga-Tastic at the information listed in the Privacy Policy located on the website]. Please note that, after Parent unsubscribes, Yoga-Tastic may still send electronic communications to Parent in certain limited circumstances, such as to provide Parent with Service notifications and billing information, or to provide information that Yoga-Tastic is legally obligated to provide Parent. If Parent has any questions regarding our Privacy Policy, or to access your information, please contact Yoga-Tastic 4 Kids Inc. at info@yogatastic4kids.ca

- I Agree. Yoga-Tastic may send Parent commercial electronic messages to such mediums as I have provided about Yoga-Tastic's Services. I understand that I can opt out of future commercial electronic messages at any time.**
- No. Please do not send commercial electronic messages.**

14. **RELEASE FROM LIABILITY.** Parent acknowledges that this Agreement will be relied upon by Yoga-Tastic and any of its affiliates, subsidiaries, employees, directors, officers, volunteers and/or or assigns (collectively, the "**YT Group**"), by way of which Student may participate in these Services, and that it will govern Student's actions and responsibilities at said activity. In consideration of Student's application and permitting Student to participate in these activities or related events, Parent hereby acts for themselves, their executors, administrators, heirs, next of kin, successors, and assigns as follows:

a) Waive, release, and forever discharge the YT Group from all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for Student's death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including Student's traveling to and from the Services.

b) Fully indemnify and hold the YT Group harmless from all liabilities or claims made because of participation in the Services, whether caused by the negligence of release or otherwise, including without limitation the negligence of the YT Group, breach of contract, or breach of any statutory or other duty of care owing under legislation or otherwise. Parent covenants not to make or bring any such claim against the YT Group, and forever release and discharge the YT Group from liability under such claims.

Parent acknowledges that the YT Group is expressly not responsible for the errors, omissions, acts, or failures to act of any party or entity conducting the Services (or any one activity) on their behalf. Parent understands while participating in the Services, this Agreement the provisions of this section, shall be construed broadly to provide a release and waiver to the maximum extent permissible under law.

UNDER NO CIRCUMSTANCES WILL THE YT GROUP, ITS REPRESENTATIVES, AFFILIATES, SUPPLI-ERS, OR OTHER THIRD PARTIES WITH WHICH THE YT GROUP DOES BUSINESS ("BUSINESS PART- NERS"), BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THE USE OF THE SERVICES. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY LOSS OF PROFIT, EARNINGS, ANTICIPATED EARNINGS, INTERRUPTION OR LOSS OF BUSINESS, OR ANY CONSEQUENTIAL LOSSES, PROBLEMS, OR FAULT HOWSOEVER ARIS- ING OUT OF THE USE OF THE ACTIVITIES. PARENT HEREBY VOLUNTARILY RELEASES, FOREVER DISCHARGES, AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE YT GROUP AND TO WAIVE ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION, THAT I HAVE OR MAY HAVE IN THE FU- TURE AGAINST THE YT GROUP, AND TO RELEASE THE YT GROUP FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, EXPENSE OR INJURY INCLUDING DEATH THAT I MAY SUFFER OR THAT MY FAMILY, HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND ESTATE MAY SUFFER AS A RE- SULT OF MY ATTENDANCE AT THE PREMISES AND MY PARTICIPATION IN THE ACTIVITIES DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCU- PIERS' LIABILITY ACT, R.S.O. 1990, c. O. 2 ON THE PART OF THE YT GROUP AND FURTHER INCLUD- ING THE FAILURE ON THE PART OF THE YT GROUP TO SAFEGUARD OR PROTECT STUDENT FROM THE RISKS, DANGERS AND HAZARDS OF THE YT GROUP'S EQUIPMENT (HEREINAFTER REFERRED TO AS "CLAIMS"). WITHOUT LIMITING THE FOREGOING, THE LIMIT ON THE YT GROUP'S TOTAL CU- MULATIVE LIABILITY TO ME OR ANY PERSON FOR ANY CLAIMS ARISING FROM OR RELATING TO THE SERVICES WILL BE LIMITED TO A MAXIMUM OF \$10.00 CANADIAN DOLLARS.

15. **PERSONAL INFORMATION.** Any personal information by the Parent is subject to Yoga-Tastic's Privacy Policy which can be found at the following website address: www.yogatastic4kids.ca

16. **SEVERABILITY.** If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall ensure to the benefit of Parent/Student and their heirs and next-of-kin, and Yoga- Tastic and its successors and assigns.

17. **JURISDICTION.** This Agreement and the Terms and Conditions related thereto are made, executed, and delivered in Burlington, Ontario, and shall be construed and enforced in accordance with the domestic laws of Ontario and the laws of Canada applicable therein. The parties hereto irrevocably attorn to the jurisdiction of the Courts of Ontario for the resolution of disputes.

18. **ENTIRE AGREEMENT.** This Agreement and the schedules hereto outline and states the entire agreement between Yoga-Tastic and the Parent. No amendment to the Agreement is permitted without written consent of Yoga-Tastic.

**By signing below, I acknowledge the information noted above regarding my child(ern) (the student(s)) is true and accurate. I have read, fully understand, and will comply with this Agreement, its Terms and Conditions and the Schedules thereto.**

Parent Name: \_\_\_\_\_

Date (dd/mm/yyyy): \_\_\_\_\_

YOGA-TASTIC 4 KIDS INC.

Date (dd/mm/yyyy): \_\_\_\_\_

Sandra Doweck \_\_\_\_\_

Program Director, Yoga-Tastic 4 Kids Inc.

I have authority to bind the Corporation.