



## **ACTIVITY RELEASE OF LIABILITY**

In exchange for participation in the activity of any A Colorful Universe events and activities in or outside of the store (Day Camp, Kid's Night, Drop and Shop, Morning/Afternoon Drop-Off) organized by A Colorful Universe, Inc. ("A Colorful Universe"), of 1523 San Elijo Rd. South Suite 106, San Marcos, California, 92078 and/or use of the property, facilities and services of A Colorful Universe, I agree for myself and (if applicable ) for the members of my family, to the following:

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by A Colorful Universe, or the employees, representatives or agents of A Colorful Universe.
2. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge A Colorful Universe for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of A Colorful Universe, whether caused by the fault of myself, my family, A Colorful Universe or other third parties.
3. I agree to indemnify and defend A Colorful Universe against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of A Colorful Universe.
4. I agree to pay for all damages to the facilities of A Colorful Universe caused by my or my family's negligent, reckless, or willful actions.
5. Any legal or equitable claim that may arise from participation in the above shall be resolved under California law.
6. Camp pieces (ceramic, artwork, etc.) **WILL NOT** be held past **30 days**.



## **STANDARD PHOTO RELEASE FORM**

I hereby authorize A Colorful Universe, Inc. to publish the photographs taken of me and/or the undersigned minor children, and our names, for use in A Colorful Universe's printed publications and website.

I release A Colorful Universe, Inc. from any expectation of confidentiality for the undersigned minor children and myself and attest that I am the parent or legal guardian of the children listed below and that I have the authority to authorize A Colorful Universe, Inc. to use their photographs and names.

I acknowledge that since participation in publications and websites produced by A Colorful Universe, Inc. is voluntary, neither the minor children nor I will receive financial compensation.

I further agree that participation in any publication and website produced by A Colorful Universe, Inc. confers no rights of ownership whatsoever. I release A Colorful Universe, Inc., its officers, trustees, and its employees from liability for any claims by me or any third party in connection with my participation or the participation of the undersigned minor children.

## **AUTHORIZATION AND CONSENT OF PARENT(S) OR LEGAL GUARDIAN(S)**

I do hereby solemnly swear that I have legal custody of the aforementioned minor child/children. I grant my authorization and consent for A Colorful Universe, Inc. (hereafter "Supervising Adult") to administer general first aid treatment for any minor injuries or illnesses experienced by the minor. If the injury or illness is life threatening or in need of emergency treatment, I authorize the Supervising Adult to summon any and all professional emergency personnel to attend, transport, and treat the participant and to issue consent for any X-ray, anesthetic, blood transfusion, medication, or other medical diagnosis, treatment, or hospital care deemed advisable by, and to be rendered under the general supervision of, any licensed physician, surgeon, dentist, hospital, or other medical professional or institution duly licensed to practice in the state in which such treatment is to occur. It is understood that this authorization is given in advance of any such medical treatment, but is given to provide authority and power on the part of the Supervising Adult in the exercise of his or her best judgment upon the advice of any such medical or emergency personnel.

## **Morning Drop Off and Late Pick Up Acknowledgement**

**Morning Drop Off:**



Our normal store opening hours are at 10am everyday. We gladly offer Morning Drop Off at 9am for a \$5/per child charge.

**Late Pick Up:**

Camp: Our normal camp hours run from 10-2pm. Any pick-up's made **after 2:15pm** will result in a **\$5/per child/per hour fee, rounding to the next hour.**

Kid's Night Out: Our normal Kid's Night Out runs from 6-9pm (unless specified) Any pick-ups made **after 9:15pm** will result in a **\$10/per child/per hour fee, rounding to the next hour.**

## **Deposit and Cancellation Policy**

### **DEPOSIT**

We require a credit card held on file to hold your child's place in Camp and/or Kid's Night Out. We **do not** run/process your credit card unless there is a no call/no show or less than 20 hour cancellation for Kid's Night Out. **Camp balance must be paid in full** 20 hours before reservation to secure spot. We accept all major credit cards.

### **No Call / No Show**

**Kid's Night Out:** Full amount per child, additional sibling cost and any other children under the reservation will be charged.

**Camp:** If reservation is made within 20 hour window, a \$25 No Call/No Show per day/per child fee will be charged. If redeeming un-used, pre-paid camp days you forfeit each available day per No Call/No Show day/per child.

### **Cancellations**

You have until 2pm on the day before your reservation to cancel without fees or forfeiting any un-used, pre-paid camp days.

### **Refund Policy**

**Full Refund:** If selected Camp session(s)/Kid's Night Out is full and no alternative can be found. Must be processed before 20 hours of reservation to avoid additional \$15 Return Processing Fee.

**Partial Refund(Camp Only): If no alternative can be found** (Example: Your child comes to camp one day and realizes it's not for him/her and you purchased a week) A pro-rated amount with a \$15 Return Processing Fee will be applied and processed.

**No Refunds are given for NO CALL / NO SHOWS. No Exceptions!**

**DUE TO LIMITED SPACE OF CHILDREN, I HAVE READ, ACKNOWLEDGED AND UNDERSTAND THIS DOCUMENT. I FURTHER UNDERSTAND THAT BY SIGNING THIS POLICY, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS AND NO NEGOTIATIONS**