



We invite all participants in our program to review and understand the following Terms and Conditions for enrollment in our programs. Should you have any questions or concerns, please do not hesitate to call our main office in Santa Fe at 505 983 1992 or send an e-mail inquiry to: [info@MultipleMinds.com](mailto:info@MultipleMinds.com)

### Term and Conditions:

#### Admission Forms & Summer program

After registering you will receive your summer program confirmation which includes your admission packet and registration number for our summer program. **Please be advised that as a condition of your enrollment, you will need to fill out your Admission Packet between March 1, 2009 and May 31, 2009.** (If registering after May 31, 2009, your Admission Packet will need to be filled out and submitted before or during registration on your first day of the summer program.) All students must submit completed forms on or before the day they attend class. No student will be admitted without these forms filled out in their entirety. **Your summer program Account & Admission Packet contains crucial information concerning health forms, statement of consent, liability waiver (see "Other Information" section below), student assessment forms, and other Summer program-specific information.**

### PAYMENTS & CANCELLATIONS

#### Payments

To reserve space, full course payment is required for each week of the summer program and for each summer participant/student.

All payments and fees are due at the time of registration. If a deposit is paid by credit card and additional payment instructions are not received prior to three weeks of the scheduled summer program start date, MultipleMinds will assume the balance, as well as the late fee, is to be charged to the credit card on record. A \$25 returned check fee will be assessed for any checks returned. MultipleMinds reserves the right to send any unpaid balances over 90 days to a collection agency.

#### Registration Changes

As of May 1, 2009 there will be a \$25 administration fee for any summer program reservation change once the summer program week has been confirmed.

## Refund / Cancellation Policy

Cancellations made more than 15 days prior to the start of a course are eligible for a refund less a \$100 per course cancellation fee. No refunds will be issued for cancellations made within 15 days of the start of a course. In order to receive a refund (less \$100 for course cancellation) written notice must be received no later than Friday at 5:00 pm, two weeks and one day prior to the start of the week in which the course takes place.

No refunds will be issued for early withdrawal due to illness, absences, behavioral dismissals, power failures, unforeseeable events not within the control of MultipleMinds, or other acts of nature. If students leave the summer program early for any reasons, the tuition is NOT prorated and no refund will be issued.

Balance payments, are refundable up until 3 weeks prior to the start of the confirmed summer program week. No refunds will be issued for cancellations within 3 weeks of the start of confirmed summer program week.

All cancellations must be submitted in writing and submitted to the MultipleMinds office no later than 3 weeks prior to the start of summer program. Please note that refunds will not be issued without written confirmation from parent or guardian, stating that the Summer student's parent/guardian is aware of MultipleMinds cancellation policy. The cancellation may be emailed, mailed via United States Postal Service, or faxed. To cancel via email send to [info@MultipleMinds.com](mailto:info@MultipleMinds.com); note in the subject line "Cancellation". To cancel by mail via the United States Postal Service, send to: MultipleMinds, Attention: Cancellation, 502 Cerillos Road, Santa Fe, New Mexico. To cancel via fax send to 1-505-983-5642, Attention: Cancellation.

If MultipleMinds must cancel a session and cannot find a suitable alternative we will issue a full refund.

## Your Credit Card Information and Transactions Are Secure

For your convenience, you may pay us by check via mail or you can pay for your orders by credit card. If you choose to pay by credit card, we'll keep your credit card information on file, but we do not display that information at the online registration site. For your security, your credit card security number is not stored in our system.

## MULTIPLEMINDS SUMMER PROGRAM POLICIES

### PRIVACY POLICY

#### Your Privacy Is Our Concern Too

At MultipleMinds, we know that your privacy is important to you. It's important to us, too. We take privacy very seriously, and we work hard to respect and protect you and your Summer student's privacy by observing COPPA (Children's Online Privacy Protection Act) law standards.

### **Privacy Policy Changes**

We reserve the right to modify our Privacy Policy at any time. In the event that we make a material modification to our policy, we will change the "Updated" date at the top of this page to reflect the date of the modification.

### **We Do Not Share Your Information with Third Parties**

MultipleMinds does not share email addresses or any other personal information with third parties interested in contacting you or collecting information about you. Furthermore, we DO NOT sell, rent, give or trade personal information we collect from online, phone or paper registrations.

### **How Information Is Stored**

We store your personal information in secure environments that are not available to the public. Your personal information is accessible only by you and select company employees. These employees are bound by duties of confidentiality and have access to select databases, which are further protected by password requirements.

In addition to internal MultipleMinds transaction databases, your personal information is stored in a MultipleMinds student account. You may update information related to your MultipleMinds User account by accessing your summer program account by calling our main office at 505 983 1992, or send an email to [info@MultipleMinds.com](mailto:info@MultipleMinds.com).

Your Student account is protected from unauthorized use by a Registration Number. It is your responsibility to protect that Registration Number. MultipleMinds will not be responsible for any lost, stolen or disclosed Registration Number. MultipleMinds will only ask you for your Registration Number via email, telephone or mail for verification purposes. MultipleMinds will also ask for your registration number at sign-in on your day of registration at the outset of your program.

### **Other Information We Gather**

- When you register for our program, we ask for certain basic information to service you: name, shipping and billing addresses, email address, phone number and payment information.
- Your email address is not required information, unless submitting payment via our online registration system. We are required by the major credit card companies to ask for this information in order to better protect your online transactions. If you provide your email address, MultipleMinds will send our latest summer program news directly to you. If you no longer wish to receive these messages, you can unsubscribe by using the instructions provided at the end of the messages.

### **Your Credit Card Information and Transactions Are Secure**

For your convenience, you may pay us by check via mail or you can pay for your orders by credit card. If you choose to pay by credit card, we'll keep your credit card information on file, but we do not display that information at the online registration site. For your security, your credit card security number is not stored in our system.

### **Background Checks**

At MultipleMinds we require criminal background checks for Instructors, Directors, Regional Managers, and Corporate staff who will be onsite for any duration of time other than Friday Showcase at our summer program location. We take the safety and security of your child very seriously and require criminal background checks for anyone authorized by MultipleMinds to be in contact with your child for the duration of Summer program time.

### **Testimonials**

MultipleMinds has permission to use any written responses you enter on our web forms for marketing purposes, including potential use on the website, brochure, catalog, flyers, press releases, and other marketing materials. MultipleMinds may use part or all of the testimonial. (We do this so we don't have to disrupt you unnecessarily by calling or emailing you.)

## **CHILDREN'S PRIVACY STATEMENT**

### **Summer program Pictures**

All pictures taken at or in connection with MultipleMinds are the sole and exclusive property of MultipleMinds and may be used by the Summer program in any promotional materials and other print media for Summer program purposes. Refer to the "Model Release" in your Admission Packet for details on granting permission for use. These pictures may also be used by corporate partners, the media, or other organizations who are working with MultipleMinds. We do not sell or distribute these photos for any other purposes than those listed above.

### **Summer program Projects**

All projects and work created while at MultipleMinds may be used by MultipleMinds in promotional materials. MultipleMinds will not mention any student's full name without prior parental consent. These projects may also be used by corporate partners, the media, or other organizations who are working with MultipleMinds. Any digital movie created at MultipleMinds may be submitted to a film festival by MultipleMinds and/or any of the student(s) in the group that created the movie.

### **We Protect Children Too**

In keeping with the Children's Online Privacy Protection Act (COPPA) — the law that protects your online privacy — and the guidelines of the Children's Advertising Review Unit of the Council of Better Business Bureaus, MultipleMinds limits the collection of personal information from kids.

MultipleMinds.com is a website directed to parents and guardians of our Summer student's. We do not knowingly collect information from children under the age of 13.

We do NOT condition a child's participation in online activities to provide personally-identifiable information or provide children with the opportunity to post or otherwise transmit any identifiable personal contact information without parental consent.

### **Consent - Your Responsibility Regarding the Use of Our Site**

By submitting your personal information at MultipleMinds.com, you are accepting the privacy practices described in this policy statement.

It is your responsibility to use the MultipleMinds sites for the purpose in which they are intended. For example, they are intended to provide you with information and services pertaining to MultipleMinds location, course offerings, schedules, Corporate Partner affiliations; and to provide an efficient and easy way for you to secure registrations online. Any use of our sites deemed outside the intended purposes is prohibited. For example, multiple registrations of a fictitious nature are prohibited. Our registration systems are continuously monitored for such activity. We reserve the right to cancel any and all requests believed to be inappropriate, without notice. Additionally, it is your sole responsibility to abide by the requirements of our Copyright Policy, and, if applicable, to ensure that your employees or agents abide by our Copyright Policy.

### **STUDENT PICK UP POLICY**

In order to pick up your student from the MultipleMinds summer program, only those knowing the registration number or who are named as additional authorized pick-up, and have valid picture (Driver's License or Passport) will be eligible.

### **HEALTH INFORMATION**

Upon registration, you will need to submit to MultipleMinds information regarding all of the following information about your children, including: allergies, illnesses, medications, dietary restrictions, immunizations, emergency contact information, height, weight, gender and date of birth. We ask for the Primary Contact Person in case of emergency (in addition to a Secondary Contact Person) and information concerning these parties—such as name of contacts, phone numbers, email, and address. This information is to be filled out by Parent/Guardian, and when indicated, by student. Please provide updated and complete information. Please read through it carefully. You will be asked to take as much time as you need. If you have any questions, please contact our Client Services department at 505 983 1992. The information we collect is CONFIDENTIAL and is used by the summer program Director and Instructors in assessing crucial information regarding your child.

All summer students must come to the summer program with a named physician. We ask for the physician's name, along with the physician's contact information. Additionally, it is required that you provide the medical insurance carrier and the policy number or social security number of the student. If your child is not covered under a health insurance plan or if you do not wish to provide MultipleMinds with your medical insurance information, you must agree to accept all financial liability should your child become injured while in the care of MultipleMinds, and release MultipleMinds from any such financial responsibility.

If student should need to be restricted from any activity, you will be asked to inform us of such.

You will also be asked to identify any medical condition or history that would require special attention. You will need to certify that the named student is physically able to participate in all Summer program activities, including Games, and Computer Instruction, and that you know of no restrictions, physical impairments, or any other facts, which in any manner limit his/her participation in such a program.

**ALLERGIES/DRUG REACTIONS and Management of Reactions.** For instance, PEANUTS. You will be asked to chronicle any known allergies. You will be asked if student is bringing an EPIPEN to the summer program. If so, you will be asked to verify the prescription.

Additionally, you will be asked to sign off on all known illnesses or conditions which the student has or has had: Illness, Allergies, and Drug Reactions. You will be asked to fill out a list of prescribed medications your son/daughter/ward **MUST** take while attending the summer program. You acknowledge that the medicine and/or vitamins are to be in the possession of the Summer program Director, delivered to the Summer program Director in original containers that identify, in English, the prescribing physician (if a prescription drug), the name of the medication, the dosage, and the frequency of administration, and will be dispensed as instructed by you. Exception: INHALERS. All medication brought to the summer program **MUST** match what is listed in the student's Health History form, located in your summer program account. Any discrepancies may result in long delays at check-in and may require the cancellation of the summer program week, without a refund. Our summer program staff needs your full cooperation. Thank you for understanding. You also understand that no one at MultipleMinds is authorized to give any student any over-the-counter medications without your written permission. In most cases, our summer program personnel are not professional nurses or doctors, and have not been trained in medicine.

If the student has dietary restrictions, please inform us.

If it is determined by the Director that the summer program is not a suitable and productive environment for your student, MultipleMinds may dismiss your child and no refund will be issued. MultipleMinds will exhaust every opportunity for an excellent relationship with each and every student but in some rare cases, MultipleMinds may not be a compatible environment for every student.

As the parent/guardian, you give permission to the MultipleMinds summer program to provide routine healthcare, administer prescribed medications, and seek emergency medical treatment, including ordering of x-rays or routine tests. You give permission to the physician selected by the summer program to secure and administer treatment for the named student including emergency medical or surgical treatment and hospitalization, if necessary. You will be financially responsible for any medical attention needed during the summer program or resulting from any injury received at the summer program. Your medical insurance shall be the insurance

coverage for any medical treatment. All of this completed information may be photocopied for trips outside of the general lab facilities. You agree to release any records necessary for insurance purposes. You understand that every attempt will be made to contact you, or the emergency contact(s) named, before taking this action. You give permission to the summer program to arrange necessary related transportation for your child.

YOU HEREBY WAIVE AND RELEASE MULTIPLEMINDS, ITS OWNERS, AGENTS, PARTNERS, FACILITY PROVIDERS, AND EMPLOYEES FROM LIABILITY FOR ANY INJURY OR ILLNESS INCURRED WHILE AT THE SUMMER PROGRAM. YOU UNDERSTAND THAT THERE IS RISK OF INJURY TO THE NAMED STUDENT AS A RESULT OF SUMMER PROGRAM ACTIVITIES, AND KNOWINGLY AND VOLUNTARILY ASSUME ALL RISK OF SUCH INJURY. By submitting the information, it certifies that you, the Parent/Guardian, agree to the terms stated above, and have taken the time to ensure that ALL information in the HEALTH AUTHORIZATION AND RELEASE FROM LIABILITY FORM IS UP-TO-DATE AND ACCURATE TO THE BEST OF YOUR KNOWLEDGE.

#### **OTHER INFORMATION**

We ask for additional information that is CONFIDENTIAL and is used by the summer program Director and Instructors in assessing each student's style of learning. Information we ask for is: Name of Student's School he/she attended in the past school year, City of School, State of School, School District, Grade student starting in the fall. Has student previously attended the summer program at MultipleMinds or another computer summer program? If so, where? Is student attending the summer program with friends? Describe any learning, physical, or attention challenges you would want our summer program Director to be aware of. In order for us to better support your student, are there any situations such as the loss of a family member, pet, or recent divorce that our staff should be aware of? If so, please describe.

ON BEHALF OF YOUR SON/DAUGHTER/WARD, YOU HEREBY RELEASE MULTIPLEMINDS, ITS OWNERS, AGENTS, PARTNERS, FACILITY PROVIDERS AND EMPLOYEES FROM LIABILITY (INCLUDING CLAIMS BASED UPON NEGLIGENCE) FOR DAMAGE OR INJURY TO YOUR SON/DAUGHTER/WARD OR DAMAGE OF ANY PERSONAL PROPERTY, ACCEPTING YOURSELF THE FULL RESPONSIBILITY FOR ANY AND ALL SUCH DAMAGE OR INJURY WHICH MAY RESULT DIRECTLY OR INDIRECTLY FROM ANY NEGLIGENT ACTS OR ACTIVITIES ASSOCIATED WITH MULTIPLEMINDS. HOWEVER, I UNDERSTAND THAT I AM NOT RELEASING MULTIPLEMINDS, ITS OWNERS, AGENTS, PARTNERS, FACILITY PROVIDERS, AND EMPLOYERS FROM GROSS NEGLIGENCE, RECKLESS CONDUCT OR INTENTIONALLY TORTIOUS CONDUCT. TO THE EXTENT THIS RELEASE CONFLICTS WITH STATE LAW GOVERNING RELEASES, THIS RELEASE IS TO BE GIVEN THE FULLEST FORCE AND EFFECT PERMITTED UNDER STATE LAW. IF THIS RELEASE IS DETERMINED TO BE INVALID UNDER THE LAWS OF THE GOVERNING STATE, THEN THIS RELEASE SHALL BE STRICKEN FROM THIS CONTRACT, BUT ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

## MULTIPLE MINDS STUDENT CODE OF CONDUCT

The MultipleMinds Code of Conduct must be jointly read by both Student and Parent/Guardian. As the named MultipleMinds Summer program student, parent and student must understand that student must act in a way that is in keeping with the MultipleMinds Code of Conduct. Both must understand that student can be dismissed from the summer program if actions or attitudes seem to be harmful to the Summer program atmosphere or to other Summer student's at the Summer program. Both know that a student can be dismissed from the summer program for the following reasons: Drug/Alcohol/Tobacco use, Viewing pornography or any inappropriate material on the Internet, Inappropriate language (swearing, using bad words, racial slurs), Physical violence against summer program student's or MultipleMinds staff, Damage to MultipleMinds facilities or MultipleMinds equipment, Stealing property of others, Inappropriate use of any equipment, Sexual Harassment of Summer student's or MultipleMinds staff, Internet hacking.

The following items CANNOT be brought to the summer program: Laptop or Desktop computers (Participants are provided with a computer at the summer program, and we must be able to monitor internet use at all times. Certain filtering software may be placed on MultipleMinds computers, and this may not be the case with a personal computer. It is for the safety and security of all that we ask participants to not bring personal computers to the summer program.) Televisions, DVD players, VCRs, and game consoles. (We ask the summer student's not to bring these items because we have activities planned. We want the summer student's to participate in group activities and socialize with other summer student's.

If possession of illegal substances or weapons is suspected, student(s) will be subject to search and seizure. If possession of illegal substances or weapons is found, students(s) will be dismissed from the summer program immediately. Student (and therefore Parent/Guardian) is responsible for any personal items brought to the summer program and loaned at the summer program. Student promises to respect all MultipleMinds Staff members and Summer students while treating the facilities and equipment with great care.

Parent and student understand the policy that it is OK to bring the following electronic devices to the summer program, but they may not be used or turned on during instructional time: Cell Phones, Handheld Game Consoles (with appropriate games), CD Player, Walkman, iPod, etc. (with headphones), PDA (Such as palm pilot)

If you have any doubt about a particular item, please phone the MultipleMinds office with any questions before you get to the summer program.

Parent and student understand that MultipleMinds reserves the right to dismiss Student from Summer program without any prior warning for violating any of the terms of the Student Code of Conduct.

Both parent/guardian and student must review the Code of Conduct and agree to comply with all its terms and provisions.

You understand that in general, MultipleMinds views social networking sites (e.g. My Space, You Tube, Face Book, etc), personal websites, and web logs (blogs) positively and respects the rights of our Summer students to use them as a medium for self expression. MultipleMinds does, however, also recognize the potential dangers associated with the abuse of social networking sites, and has set forth this policy.

You further understand that for the safety of our students and to protect the privacy of our summer staff, MultipleMinds requires that Summer students observe the following policies:

1. Students may not access social networking sites at the summer program.
2. Any projects or websites created by students and hosted on MultipleMinds servers may not contain links to websites containing personal information or inappropriate material.
3. MultipleMinds does not allow the use of its company logo or those of their corporate partners or community partners on any personal website, social networking group, or bog without written permission by MultipleMinds or its corporate or community partners.
4. Students should also be aware that under no circumstances are staff allowed to give personal contact information for social networking sites, personal websites, blogs, or instant messenger programs. This must be arranged by the student's parent through the MultipleMinds Administrative office.
5. Students may not give their personal contact information to a staff member. To correspond with instructors after Summer program, the Summer student's parent must contact the main office (not Summer program directors) to grant permission for the student to contact the staff member. The main office will then contact the staff member on behalf of the Summer student.

MultipleMinds takes every reasonable precaution to guard against inappropriate material from being viewed. If inappropriate content is viewed, the instructor will follow standard Summer program protocol. Please understand that students found in violation of our "common sense" internet policy may be removed from Summer program without receiving a refund.

Lost, Stolen or Damaged Property. MultipleMinds does not owe a duty to protect its participants from theft or damage to property. I will not hold MultipleMinds responsible for any lost, stolen, or damaged personal items brought to summer program. If any theft of or damage to your son/daughter/ward's property should occur at summer program, or in association with the Summer program, you understand that MultipleMinds will not be held responsible. Physical and Recreational Activities such as outdoor, and other recreational activities contain inherent risks. You are aware that your son/daughter/ward may be participating in activities such as walking and other recreational activities and those such activities contain inherent risks of injuries. You assume all risks and understand that MultipleMinds, its owners, agents, partners, facility providers, and employees will not be held liable for damages or injuries associated with recreational activities, including any and all claims based on negligence. You understand that you must report any and all injuries immediately to the summer program Director. Should any part of this contract be

found invalid or not enforceable by a court of law, then the remaining portion shall continue to be valid and in force.

You agree that as the parent/guardian of the named student, you certify that your son/daughter/ward has your permission to attend and participate in the MultipleMinds program. The summer program has the right to dismiss any individuals if their actions or attitudes are deemed detrimental, to the general atmosphere of the summer program and that there shall be no refunds issued for such dismissal.

You further understand that you will be responsible for personal or property damage incurred by your son/daughter/ward while at the summer program and that the summer program is not responsible for personal belongings lost or damaged by casualty, theft, etc. You agree to pay the replacement costs for lost or damaged equipment on loan from MultipleMinds to the student. You agree to accept full responsibility, financial or otherwise, for the conduct of your student.

You understand that that while MultipleMinds takes its corporate responsibility and family values very seriously, it cannot guarantee that younger students at MultipleMinds will avoid contact with media found online that may be inappropriate or unsuitable for their age. Rest assured that MultipleMinds will make a concerted effort to minimize exposure to any material not appropriate for these age groups. You hereby release MultipleMinds from any and all claims for damages or liability arising from your child's exposure to games or other rated content not rated for my child's age group. You understand that MultipleMinds defines "Teen Students" as those turning thirteen (13) years old by December 31, 2009 or earlier.

You understand that MultipleMinds makes a reasonable effort to send each student home with a working project or posts the student's project to the MultipleMinds website. However, there will be instances when the project will not work on an individual's home system. In these rare cases, MultipleMinds does not take responsibility for non-functioning projects. MultipleMinds Staff will provide each student with their completed project at the conclusion of the summer program. It is the responsibility of the parent and student to test the student's project on a summer program computer before going home at the end of the week. No refunds will be issued for non-functioning projects. No projects will be mailed out after your student leaves the summer program.

You understand that MultipleMinds reserves the right to cancel a session. If a session is cancelled, you understand that you may enroll your son/daughter/ward in another session. If one is not available in the local vicinity for the same dates, a refund will be issued for all monies pa to MultipleMinds for the cancelled session. You understand that if MultipleMinds is forced to close a session based on a recommendation by the local Health Services Department (in the case of pandemic flu etc.) or due to other acts of nature, no refunds will be issued. The tuition pa for the cancelled session can be applied to a Summer program voucher that can be used for a future Summer program week during that same season (as space permits) or will be carried over to the next season.

You fully understand that your son/daughter/ward may get sick, or injure him/herself as a result of his/her participation in MultipleMinds, and hereby release MultipleMinds, its agents, employees, partners and facility providers, from liability. If Student is old enough to drive with a valid state driver's license, he/she may bring a vehicle to the summer program with written permission from a parent or guardian. It is understood that students are not allowed to transport other students in their vehicles under any circumstances (per American Summer Programming Association Safety Standards). Furthermore, if theft or damage should occur to the vehicle while at the summer program, or in transit to or from the summer program, MultipleMinds will not be held responsible for any damages. You will be asked if the student has or does not have permission to take public transit unsupervised or to drive him or herself to and from the summer program without a signed note.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY BOTH PARTIES.

**ARBITRATION IN LIEU OF LITIGATION:** Any dispute arising out of or relating to this Agreement, Students participation at MultipleMinds or otherwise arising between the parties, including, without limitation, any Students statutorily created or protected rights, as permitted by applicable state or federal laws, shall be settled by arbitration in the state of New Mexico in the county of Santa Fe, in accordance with the Commercial Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. The prevailing party in the arbitration shall be entitled to recover expenses including costs and reasonable attorney's fees associated therewith. Should any part of this contract be found invalid or not enforceable by a court of law, then the remaining portion shall continue to be valid and in force. You will be asked to acknowledge that you understand the terms of the ARBITRATION AGREEMENT; that you understand it, and agree to comply with all of its terms and provisions.

#### **Comments**

If you have any questions or comments about our Privacy Policy please send us an email to [info@MultipleMinds.com](mailto:info@MultipleMinds.com).

#### **DISCLAIMER**

#### **Rights Reserved**

MultipleMinds reserves the right to update or modify these terms and conditions at anytime. We reserve the right to cancel a session if participation numbers are not adequate: In the case a suitable MultipleMinds replacement week is not found, a full refund will be issued. On rare occasions, the software and hardware we use at our summer program may change due to ever-evolving technology.

#### **Changes To Services**

MultipleMinds may change these provisions at any time. For example, we may add, delete or amend terms of functions.

