



## Continuous Enrollment Agreement

Student:

Grade Entering:

**A NON-REFUNDABLE deposit of \$300 is required in order to secure your child's enrollment. The remaining tuition due will be the amount listed on your FACTS account reduced by this deposit amount.**

### ENROLLMENT AGREEMENT

We are thankful that the vast majority of Alexandria Country Day School (ACDS) families believe in our mission, "To provide a challenging learning culture where all students can become Creative, Innovative, Future Leaders." We have created a simple, seamless process for you to keep the above-named student (Student) enrolled at ACDS. ACDS has adopted a continuous enrollment program ("Continuous Enrollment Program") whereby students will be continuously enrolled at ACDS until Upper School graduation or until earlier discontinuation pursuant to the terms of this Continuous Enrollment Agreement (CE Agreement).

Certain documents referred to in this CE Agreement are accessible via links embedded in the text of this CE Agreement. It is important that the parent(s) and/or legal guardian(s) who sign this CE Agreement reviews each of those documents. Each of those documents is, by reference herein, made a part of this CE Agreement.

Each January, ACDS will publish the following academic year's tuition, fees, and annual Continuous Enrollment Deposit ("CED") amounts, as well as information regarding our Tuition Assistance program. By signing this CE Agreement, families agree to pay the annual tuition and CED for each upcoming school year unless they opt out by the designated date. Families can review all of ACDS's Continuing Enrollment Policies by visiting ACDS's Continuous Enrollment Agreement on ACDS's website: <https://www.countryday.school/continuous-enrollment>

In the event that this is an offer of enrollment at ACDS, parents, legal guardians and Students acknowledge that this offer presumes satisfactory Student behavior and academic progress from the time that this offer of enrollment is made throughout the remainder of the current academic year. Alexandria Country Day School retains sole discretion in determining if the Student is maintaining satisfactory behavior and academic progress.

**Please review and initial each Section, then sign at the bottom of this CE Agreement.** By signing this CE Agreement, the undersigned parent(s), legal guardian(s), and/or Student hereby agree to the following:

#### **Section 1. Opt-In to Continuous Enrollment Program**

I hereby opt in to ACDS's Continuous Enrollment Program for the Student. This means I agree that this CE Agreement and my FACTS Agreement (as defined below) will be effective, and that the Student will remain enrolled as a student at ACDS, as provided in this CE Agreement until Upper School graduation, unless (a) I withdraw the Student as provided in this CE Agreement, (b) ACDS dismisses the Student from enrollment for any reason, or (c) tuition payments or other amounts payable hereunder or in connection with the Student's enrollment at ACDS are not timely paid. Further, I agree

that by opting into ACDS's Continuous Enrollment Program for the Student, I agree to follow ACDS's Continuous Enrollment Policies, as amended from time to time.

Check here to indicate you have read and agree with the section above.

### **Section 2. Financial Obligations**

I agree to pay the CED, tuition and fees for each academic year (hereinafter, my "Financial Obligations") as follows:

- (a) CED. I understand that the CED for the following academic year will automatically be billed and become due and charged via the FACTS tuition management system in mid-February of each year or 10 days after this contract is signed, and subject to the Withdrawal and Dismissal section below, I agree to pay such CED.
- (b) Tuition. In addition, subject to Withdrawal and Dismissal section below, I hereby agree to pay the yearly tuition and related fees for the Student as published by ACDS.
- (c) Tuition Insurance. I understand that the tuition insurance provided through A.W.G. Dewar is mandatory and that it is included as part of my CED. I acknowledge that I have read the [brochure](#) detailing the terms and conditions of the coverage concerning this Plan. Additionally, I authorize the School to process and collect any claim payment to which I am entitled and credit it to my account, paying any excess to me.
- (d) Annual Increases. I acknowledge and agree that the CED and tuition are subject to annual increases. ACDS will post on its website the CED and the tuition for the subsequent academic year before the Enrollment Notification Period begins in mid-January of the then-current academic year. I agree to be bound by the annual increases in the CED and the tuition.
- (e) FACTS. ACDS uses FACTS tuition management system as part of the FACTS Student Information System for processing the CED, tuition and fees. I agree to enroll in and maintain a current FACTS agreement ("FACTS Agreement") to expedite and process the payment of the CED, tuition and fees. I also agree to keep my financial information current within the FACTS SIS Family Portal so that all tuition and fees may be withdrawn timely. I understand that in my FACTS Agreement, I may choose to pay annual tuition in a single installment, in 2 semi-annual installments, or various other installment options. I agree that any changes to my payment schedule must be communicated in writing to the ACDS Business Office at [HeadofBusiness@acdsonline.org](mailto:HeadofBusiness@acdsonline.org) and approved by ACDS in its sole discretion.
- (f) Unconditional Obligations. I agree to fulfill all Financial Obligations promptly and by the deadlines as outlined in this CE Agreement and in CED, tuition and fee schedules published by ACDS from time to time. Subject to the Withdrawal and Dismissal section and also the Relief from Certain Financial Obligations section below, I understand that my obligations to pay the CED and tuition for each academic year are unconditional and that CED and tuition payments are non-refundable, regardless of absences, withdrawal, or dismissal of the Student from ACDS.

Check here to indicate you have read and agree with the section above.

### **Section 3. Late Payments**

I acknowledge and agree that any CED, tuition, fee and other amounts due under this CE Agreement or in connection with the Student's enrollment at ACDS that are made after applicable due dates will be assessed a late charge computed at a monthly rate of 1.5% of the delinquent amount, which is an annual rate of 18%, or the highest rate permitted by applicable law, whichever shall be less. It is agreed that if a tuition installment payment is not paid when due, then the entire tuition balance due may be accelerated and declared immediately due and payable in full without notice at the option of ACDS.

I acknowledge and agree that if any CED, tuition, fee or other amount payable under this CE Agreement or in connection with the student's enrollment at ACDS is more than 60 days past due, (a) the Student shall not be allowed to attend classes or participate in athletics until the unpaid balance is paid in full, and (b) ACDS reserves the right at any time to dismiss the Student and/or report the unpaid balance to a collection agency and/or credit bureau. Any dismissal of the Student as provided in this section will be without prejudice to ACDS's rights and remedies hereunder, including but not limited to its right to collect payment of the CED and full tuition for the academic year.

I further agree that if ACDS incurs any expense, including, without limitation, court costs or attorney's fees, to collect any amount owed by me/us under this Agreement, I shall be obligated to pay ACDS's expenses.

Check here to indicate you have read and agree with the section above.

#### **Section 4. Tuition Remission**

I understand that any tuition remission received in the form of financial aid, grants, and/or scholarships will reduce my financial obligations outlined in the section regarding Financial Obligations above, hereof ("Financial Obligations"). I also understand that tuition remission will require an addendum to this Agreement and that it is my responsibility to meet with ACDS's Admissions Office to sign such addendum before any adjustment to my Financial Obligations is applied. I also understand that if scholarships or grants are given AFTER financial aid has been awarded, that financial aid may be reversed and replaced with the newly allotted grants or scholarships awarded to Student.

Check here to indicate you have read and agree with the section above.

#### **Section 5. Withdrawal and Dismissal: Termination of CE Agreement**

(a) General. I understand that I have the option to withdraw the Student from enrollment as a student at ACDS and terminate this CE Agreement ("Withdrawal") at any time, subject to the terms and conditions of this CE Agreement. I further understand that the Student may be dismissed from enrollment as a student at ACDS at any time, as provided herein, in the [Alexandria Country Day School Parent/Student Handbook](#) ("ACDS Handbook"), or in other applicable policies of ACDS ("Dismissal"). I understand that because of any such Withdrawal or Dismissal, the Student will not be enrolled as a student at ACDS after the effective date of such Withdrawal or Dismissal.

(b) Withdrawal. I understand that timely notice of Withdrawal is essential for ACDS to properly plan for hiring and budgeting for the current and next academic years. Accordingly, I agree as follows:

(i) If I desire to Withdraw the Student for the next academic year, I acknowledge and agree that I must complete and submit to the ACDS Director of Admissions Office before February 2nd of the then-current academic year a [Change of Enrollment Form](#). Submitting a [Change of Enrollment Form](#) before February 2nd will result in Withdrawal of the Student effective as the end of the then-current academic year, and no CED, tuition or fees will be due or payable in respect of the Student for any academic year after the then-current academic year.

(ii) If I submit the [Change of Enrollment Form](#) on or after February 2nd, I shall be obligated to pay, as liquidated damages, (A) the CED for the next academic year and (B) a portion of the tuition for the next academic year, based on when the [Change of Enrollment Form](#) was first submitted, as follows and unless otherwise agreed to in writing by ACDS.

**Enrollment Notification Form Submission Date: Tuition Portion Payable:**

March 1st – March 31st	20% of tuition for the next academic year
April 1st – April 30th	40% of tuition for the next academic year
May 1st – May 31st	60% of tuition for the next academic year
After May 31st	100% of tuition for the next academic year

(iii) If I desire to Withdraw the Student in the then-current academic year at any time for any reason, I acknowledge and agree that I must submit a letter, in writing, to the ACDS Admissions Office. If the Student is Withdrawn in the then-current academic year, I agree that, subject to the section regarding Relief from Certain Financial Obligations below, the following amounts shall be immediately due and payable to ACDS, as liquidated damages, unless otherwise agreed in writing by ACDS:

(A) The remaining unpaid balance of the tuition for such academic year, and

(B) In the event that such withdrawal occurs after February 2nd of the current academic year, and a portion of the tuition for the next academic year, based on when the written letter was first submitted, as set forth in the table in paragraph (ii) above.

(iv) The CED and tuition payable pursuant to paragraphs (ii) and (iii) above shall not be deemed a penalty but shall be and constitute ACDS's liquidated damages. I and ACDS acknowledge and agree that it is difficult to determine the actual damages ACDS would suffer from my Withdrawal of the Student, and that the agreed upon liquidated damages are a reasonable estimate of the actual damages that would be suffered by ACDS.

(c) Dismissal. Except as provided in the ACDS Policies section below, in the event of the Dismissal of the Student for any reason, I understand and agree that:

(i) If the Dismissal occurs before March 1st of any academic year, the remaining unpaid balance of the tuition for such academic year shall be immediately due and payable to ACDS, unless otherwise agreed in writing by ACDS, but no CED, tuition or fees will be due or payable in respect of the Student for any academic year after the then-current academic year,

(ii) If the Dismissal occurs on or after March 1st of any academic year, I shall be obligated to pay, as liquidated damages, the following amounts, which shall be immediately due and payable to ACDS, unless otherwise agreed in writing by ACDS:

(A) the remaining unpaid balance of the tuition for such academic year, and

(B) the CED for the next academic year, and a portion of the tuition for the next academic year, based on the date of Dismissal, as follows:

**Dismissal Date:**

**Tuition Portion Payable:**

March 1st – March 31st	20% of tuition for the next academic year
April 1st – April 30th	40% of tuition for the next academic year
May 1st – May 31st	60% of tuition for the next academic year
After May 31st	100% of tuition for the next academic year

(d) Termination of CE Agreement. I understand that in connection with the Withdrawal or Dismissal of the Student for any reason, my obligations under this CE Agreement will terminate only when ACDS has received payment in full of my Financial Obligations hereunder, including but not limited to all CED and tuition amounts due and payable as liquidated damages pursuant to this section.

Check here to indicate you have read and agree with the section above.

### **Section 6. Relief from Certain Financial Obligations**

Notwithstanding, anything in this CE Agreement to the contrary, the liquidated damages (CED and tuition amounts) provided for in the section regarding Withdrawal and Dismissal above, shall not be due or payable, and any CED paid for the next academic year shall be refunded, in the event of the Withdrawal or Dismissal of the Student under any of the following circumstances:

- ACDS has determined that the education needs of the Student can no longer be met at ACDS,
- The Student's family has completed and submitted to ACDS an application for Tuition Assistance by the deadline provided on the school website, and it has been determined that the Tuition Assistance offered is not sufficient to make ACDS tuition for the Student affordable to the family,
- Any other circumstances in which ACDS agrees in writing, in its sole discretion, to waive such liquidated damages and/or refund such CED payment.

Check here to indicate you have read and agree with the section above.

### **Section 7. Tuition Refund Insurance Plan**

I understand that participation in a Tuition Refund Insurance Plan is mandatory. [The Tuition Refund Insurance Plan](#) provides the opportunity to ensure tuition (prepaid and due) in the event the Student is unable to continue, or does not continue, attending ACDS, according to the terms of the Tuition Refund Insurance Plan. I understand that tuition includes this insurance and that the Tuition Refund Insurance Plan will become effective the first day of each academic year in the event of the Student's inability to attend ACDS due to a covered medical reason. I further understand that the non-medical coverage (voluntary withdrawals and dismissals) under the Tuition Refund Insurance Plan will not become effective in respect of the then-current academic year until the Student has attended ACDS for fourteen consecutive calendar days of the then-current academic year commencing with the Student's first day of such attendance.

Additionally, I have read the Tuition Refund Insurance Plan which is located on the ACDS website:

<https://www.countryday.school/alexandria-country-day-school-tuition> ("Tuition Refund Insurance Plan") detailing the terms and conditions of coverage of such plan. I also authorize ACDS to process and collect any payment claim on my behalf to which I am entitled under the Tuition Refund Plan and credit it to my account, paying any excess to me/us.

Additionally, I agree to pay to ACDS, within thirty (30) days after receipt of a final itemized bill, whatever balance owed to ACDS remains unpaid after payment of any claim by the Tuition Refund Plan is credited to my account.

Check here to indicate you have read and agree with the section above.

### **Section 8. Grade and Transcript Release Policy**

I agree to ACDS's policy that no grades or transcripts of the Student will be released unless my Financial Obligations are paid and current.

Check here to indicate you have read and agree with the section above.

### **Section 9. Student Demographic Information**

I agree to keep the Student's demographic information always updated in the FACTS Student Information System family portal. This includes but is not limited to the Student's and parents(s)' and/or legal guardian(s)' email addresses, residential address, cell phone numbers, grandparent information, emergency contact information, medical information, and Student pickup list information.

Check here to indicate you have read and agree with the section above.

### **Section 10. ACDS Policies**

I acknowledge and agree that my Student will comply with the policies set forth by the Parent/Student Handbook ("ACDS Handbook") and I understand that it is my responsibility to review the ACDS Handbook each year for any changes to School policies which are subject to change at the discretion of the School at any time and for any reason. Additionally, and without limitation of the foregoing in this section, I understand that in signing this Agreement, I agree and acknowledge that (a) ACDS has full discretion in the classroom discipline of the Student in accordance with the policies outlined in the ACDS Handbook, and (b) that ACDS reserves the right to Dismiss any student whose behavior or academic progress is inconsistent with the expectations described in the ACDS Handbook.

Check here to indicate you have read and agree with the section above.

### **Section 11. ACDS Technology Usage Acceptance**

Parents understand that the School uses online student accounts that include, but are not limited to, Google Workspace for Education, Adobe Creative Cloud, and Apple School Management. These accounts and the content accessed therein are provided for educational purposes only. The School is bound by the Terms and Services agreements for each account including age-appropriate usage. The Parent allows the student to use content that has age-related guidelines, such as Google's YouTube, as directed by the School for educational purposes.

Furthermore, students may be given access to the School's Intranet. When using any account or device issued by the School, students are bound by the Acceptable Use Policy contained in the ACDS Handbook.

Check here to indicate you have read and agree with the section above.

### **Section 12. ACDS Community Standards**

(a) Community Standards. I understand that by accepting ACDS's offer of enrollment of the Student, I am willingly entering into a partnership for the benefit of the Student, personally, and the ACDS community, corporately. Accordingly, I understand and agree that it is our responsibility, as members of the ACDS community, to uphold standards of conduct and resolution of disputes in a way that promotes the well-being of the Student and the ACDS community.

(b) Conduct Not in Keeping with Community Standards. In keeping with the foregoing, I understand and agree that parent/legal guardian or Student conduct that is, in the determination of ACDS, counterproductive to a healthy, trust-filled partnership, may be grounds for Dismissal of the Student. I acknowledge and agree that I will be bound by the Code of Conduct policies in accordance to the ACDS Handbook. Examples of such behavior include, but are not limited to, harassment, aggressiveness, abusive or vulgar language, repeated disrespect of members of the ACDS community, or any conduct that interferes with the mission or operations of the School, or any form of student endangerment.

Check here to indicate you have read and agree with the section above.

### **Section 13. Immunizations**

I acknowledge and agree that to ensure the health of all the students at ACDS, it is necessary that the Student receives all immunizations required by law. It is also required that ACDS be provided with current copies of the Student's immunization record. I understand and agree that if, 30 days or later after the start of the then-current academic year, it is determined that the Student is in need of an immunization, the Student may be prohibited from attending classes at ACDS or participation in ACDS athletics until such immunization has been administered or a valid immunization waiver has been provided to the ACDS Admissions Office [AdmissionsDirector@acdsonline.org](mailto:AdmissionsDirector@acdsonline.org)

Check here to indicate you have read and agree with the section above.

### **Section 14. Media Release**

I authorize ACDS to use the images and/or video of the Student in ACDS's printed and promotional materials, including ACDS's website, social media, e-newsletters, press releases, advertisements, brochures, and magazines. I understand that I have the option to restrict the permissions granted pursuant to this section by written notice given to ACDS Admissions Office ([AdmissionsDirector@acdsonline.org](mailto:AdmissionsDirector@acdsonline.org)).

Check here to indicate you have read and agree with the section above.

### **Section 15. Directory Consent**

I understand that ACDS provides access to a school-wide directory for all ACDS families. The parent(s) and/or legal guardian(s) acknowledge that directory information includes family information including but not limited to Student's name, grade, and email address. It also includes parent(s) and/or guardian(s) email addresses, residential addresses, and cell phone numbers. I understand that the information listed above will be seen by all families on the FACTS Student Information System family portal unless I go into the FACTS family portal and change my preferences for sharing any/all of this information. I understand if I have questions about changing my preferences I can notify the Director of Technology: ([TechnologyDirector@acdsonline.org](mailto:TechnologyDirector@acdsonline.org)) for help.

Check here to indicate you have read and agree with the section above.

### **Section 16. Field Trip Consent**

I agree and grant permission for my child to participate in ACDS field trips and other school activities, which may require transportation between locations. I understand and accept the risk involved, and agree to indemnify and hold ACDS, their officers, administrators, employees, volunteers, and agents harmless from all loss, costs, damage, injury, liability, claims and causes of action whatsoever, arising out of or related to participation in this field trip/activity. I understand that I have the option for my child not to participate in a specific field trip if I notify the teacher and Division Head in writing at least 24 hours in advance. I also give permission to the Business Office to invoice my FACTS account for the cost of such field trips as stated by the teacher or Division Head in advance of each field trip.

Check here to indicate you have read and agree with the section above.

### **Section 17. Athletics Insurance and Physical Forms**

I acknowledge and agree that ACDS will not provide insurance for student athletes and that it is the responsibility of the parent(s), and/or legal guardian(s). Additionally, I acknowledge that it is the responsibility of the parent(s), and/or legal guardian(s) to provide ACDS with a completed [Physical Form](#) at the beginning of each school year in order for the Student to participate in any athletic programs offered by ACDS.

Check here to indicate you have read and agree with the section above.

## **Section 18. Assumption of Risk, Release of Liability, and Indemnification Agreement**

In consideration of the enrollment of the Student as a student at ACDS and the participation of Student, My Family and My Guests in Academic Activities (each as defined below), I hereby agree as follows:

(a) Definitions: For purposes of this CE Agreement:

(i) "Academic Activities" means and includes all operations, academic instruction, field trips, programs, events, clubs, athletics, and other activities conducted or sponsored by ACDS, or in which ACDS or any athletic team, club or other organization or group sponsored or permitted by ACDS participates, whether on the premises of ACDS main campus, upper school campus or at any other location or premises. By way of example and not of limitation, "Academic Activities" includes, among other things, instructional or administrative operations, educational classes, recreational and competitive athletic and sports activities, recreational and competitive interscholastic activities, summer camps, music programs, art programs, drama programs, food service, graduation ceremonies, recreational sports leagues sponsored by ACDS, the provision of first aid and other medical care, and any other kind of classes, programs, presentations, social gatherings, and activities. I acknowledge that a significant portion of Academic Activities are conducted on the premises of ACDS;

(ii) "My Family" means and includes me, Student, any other parent or legal guardian of Student, any other minor child of whom I am the parent or legal guardian, and any other member of my household; and

(iii) "My Guests" means and includes all my invitees to Academic Activities, whether or not related to me, including but not limited to grandparents, aunts, uncles and cousins of Student, friends, and any other person that I, Student, or any member of My Family invites or otherwise induces or permits to attend or participate in any Academic Activity.

(b) Notices:

(i) General Notice of Risk. I, on behalf of the Student, My Family and My Guests, acknowledge there are certain risks associated with participation in Academic Activities by me, Student, members of My Family, or My Guests. Such risks include but are not limited to physical injury, disease, illness, or death resulting from accidents, including but not limited to transportation-related accidents, from transmission of communicable diseases, including but not limited to the disease associated with the novel coronavirus COVID-19 and related illnesses (discussed in more detail below), or from other risks and sources of risk. I further acknowledge (i) that Academic Activities are conducted on premises owned or controlled by ACDS or by third parties, (ii) of this Notices section may be enhanced by the presence of and/or third parties, and (iii) that the risks described in paragraphs (i) and (ii) of this Notices section may be enhanced by the presence of and/or contact with other persons on such premises, whether or not such other persons are agents or invitees of ACDS or such third parties.

(ii) Notice of Risk Regarding COVID-19. The novel coronavirus, also referred to as COVID-19, is an extremely contagious and potentially deadly virus. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. Also, there is no known cure and the effectiveness of any vaccine for COVID-19, is not fully known. As a result, governments and health agencies have recommended social distancing and, under certain circumstances, have prohibited the congregation of people. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death. I acknowledge that ACDS may put in place preventative measures to reduce the spread of COVID-19 at



their facilities and on their premises. Nevertheless, I understand that ACDS cannot, and does not, guarantee that I, Student, members of My Family, or My Guests will not become infected with COVID-19 while in their facilities or on their premises. I acknowledge that ACDS cannot prevent me, Student, members of My Family or My Guests from becoming exposed to, contracting, or spreading COVID-19 while participation in Academic Activities, wherever located, or in any programs or services on ACDS property or on the premises or property of any third party. Therefore, I acknowledge, Student, My Family and My Guests that if I or any of them choose to participate in Academic Activities or in any ACDS programs or services, wherever located, and/or enter onto ACDS or any third party's premises or property, I or any of them may expose myself or themselves to, and/or may increase my or their risk of contracting or spreading, COVID-19.

(c) Authorization for Student to Participate in Academic Activities. I authorize ACDS to include the Student in all Academic Activities, including but not limited to athletics, group field trips and off-campus activities. I understand that I have the option to restrict the permissions granted pursuant to this section by written notice given to the appropriate Division Head (LS = PreK-4th grade, MS = 5th-8th grade, US = 9th-12th grade). [HeadofLS@acdsonline.org](mailto:HeadofLS@acdsonline.org), [HeadofMS@acdsonline.org](mailto:HeadofMS@acdsonline.org), [HeadofUS@acdsonline.org](mailto:HeadofUS@acdsonline.org)

(d) Assumption of Risk. I have read and understood the notices of risk set forth in this section including but limited to the warnings concerning COVID-19. I hereby choose to accept such risks, including but not limited to the risk of contraction of COVID-19, for Student, My Family and My Guests, in order for Student to be enrolled as a student at ACDS, and for Student, My Family and My Guests to participate in Academic Activities, to use the services of ACDS, and to enter the premises of ACDS for participation in Academic Activities. Such activities are of such value to me, Student, My Family and My Guests, that I voluntarily accept all such risks, including but not limited to the risk of my or their being exposed to, contracting, and spreading COVID-19 contamination, and I assume the liability for any damages, loss, claims, or expense, of any kind, that I, Student, any member of My Family, or any of My Guests may experience or incur in connection with participation in Academic Activities, using the services of ACDS and/or entering the premises of ACDS for participation in Academic Activities.

Without limiting anything in this CE Agreement, by signing this CE Agreement, I expressly acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I, Student, members of My Family or My Guests may be exposed to or infected by COVID-19. I understand that exposure to or infection by COVID-19 in connection with Academic Activities or on the premises of ACDS or other locations may result from the actions, omissions, breach of a duty or contract, or negligence of myself and others, including, but no limited to ACDS or a third party's employees, volunteers, board members, trustees, committee members, advisors, agents, and other affiliates as well as program or activity participants and their families.

(e) Release of Liability. On my behalf, and on behalf of Student, My Family and My Guests, and my and their respective spouses, estates, heirs, executors, administrators, assigns, and personal representatives, I hereby release, covenant not to sue, discharge, waive, and hold harmless ACDS, and their respective board members, trustees, administrators, committee members, managers, officers, employees, independent contractors, volunteers, agents, servants, advisors, affiliates, parent corporations, subsidiaries, successors, assigns, insurers, and representatives (hereinafter collectively referred to as "Academic Releasees") of and from any and all claims, liabilities, actions, losses, damages, costs, expenses, and causes of action of any kind, known or unknown, directly or indirectly arising out of or relating to Student's, My Family's or My Guests' participation in Academic Activities wherever located, use of services of ACDS or use of or presence on ACDS facilities, tools, equipment, programs, services, or materials. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of any Academic Releasees, their employees, agents, affiliates, and representatives and others above identified, or third parties.

Without limitation of the foregoing, I hereby forever release and waive my right to bring suit against any Academic Releasee in connection with exposure, infection, and/or spread of COVID-19 related to Student's, My Family's or My Guests' participation in Academic Activities wherever located, use of services of ACDS, or use of or presence on ACDS's facilities, tools, equipment, programs, services, or materials. I understand and agree that this release applies whether the fact of COVID-19 infection has already occurred, whether such occurrence is currently known or unknown, and whether such infection shall or may occur in the future.

I understand that these releases mean I give up my right to bring any claims, lawsuits, or causes of action, including claims for personal injuries, death, disease, or property losses, or any other loss, and also including, but not limited to, claims of negligence and breach of contract. I understand further that by signing the CE Agreement I give up any claim I may have to seek damages, whether these damages are known or unknown, foreseen or unforeseen.

If I am an employee of ACDS, I understand that this CE Agreement does not, and is not intended to, waive any rights I may have as an employee under applicable laws governing my employment with such employer to the extent that such rights may not lawfully be waived.

(f) Indemnification. I agree to indemnify, defend, and hold harmless the Academic Releasees from and against any and all costs, expenses, damages, claims, lawsuits, judgements, losses, and/or liabilities (including but not limited to attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Academic Releasees due to bodily injury, death, loss of use, monetary loss, or any other injury from or relating to my, Student's, My Family's, or My Guests' participation in Academic Activities wherever located, use of services of ACDS or use of or presence on ACDS's facilities, tools, equipment, programs, services, or materials, whether or not caused by the negligence of any Academic Releasees or others.

(g) Promise to Follow Illness Prevention Policies. I agree that Student, My Family and My Guests will abide by all policies, rules, directions, and procedures regarding illness, adopted from time to time by ACDS, in accordance with the ACDS Handbook, while participating in any Academic Activities, while using services of ACDS, or while on the premises of ACDS.

(h) Medical Care and Disclosure Authorization. If Student shows any sign or symptom of illness or if there is a medical event or emergency involving Student, I for myself, Student and any other parent or legal guardian of Student, authorize and permit ACDS and their respective employees, contractors, agents, volunteers and representatives to seek, administer and obtain first aid, diagnosis, examination, testing, care, treatment, emergency injection (i.e., Epi-pen), hospitalization, anesthesia, surgery, transfusion or any other medical intervention or procedure for on behalf of Student, as recommended by a health care provider, until I or another parent or legal guardian of Student is present. Further, this authorization allows ACDS or their respective employees, contractors, agents, volunteers, and representatives to (a) transport Student to a health care provider, and/or (b) inform or notify any governmental agency, official or any other person or entity of any injury, sickness, disease, or sign or symptom of illness relating to Student of which ACDS and/or any of their respective employees, contractors, agents, volunteers, or representatives becomes aware.

(i) Loss, Theft or Damage. Without limitation of any other provision of this CE Agreement, I, for Student, My Family and My Guests, understand and agree that neither ACDS will be liable for any loss or damage to, property that occurs at any Academic Activity, whether on the premises of ACDS or of any third party, regardless of the cause and even if the loss, theft or damage is caused in whole or in part by the negligence of ACDS, or any of their respective employees, contractors, agents, students, volunteers or representatives. Neither ACDS is responsible for any items brought to or left at the premises of ACDS or any Academic Activities, wherever located.

Check here to indicate you have read and agree with the section above.

**Section 19. Governing Law and Venue/Waiver of Jury Trial**

The parties agree that any legal proceedings relating to this Enrollment Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue for any proceeding shall lie in the state or federal courts Rapides Parish, Louisiana. IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY UNDER THIS AGREEMENT, THE PARTIES EACH KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES FOREVER THE RIGHT TO A TRIAL BY JURY.

Check here to indicate you have read and agree with the section above.

**Section 20. Force Majeure**

I acknowledge and understand that the duties and obligations of ACDS under the CE Agreement may be suspended immediately without notice during all periods that ACDS is closed because of force majeure events including, but not limited to, fire, acts of God, war, governmental action, labor strikes, major weather events, terrorism, epidemic, pandemic or any other event beyond the control of ACDS. If such an event occurs, ACDS duties and obligations in the CE Agreement may be suspended or postponed until such time as ACDS, in its sole discretion, may safely re-open. I further agree that the sole remedy for a force majeure event is future service delivery, if and when, possible and that my obligations under this CE Agreement will continue. No portion of any amounts paid or outstanding will be refunded or canceled if ACDS is closed or is unable to provide classes, instruction, or other services to the extent that such closing or inability has been caused by force majeure. Any failure or delay in the performance of ACDS because of force majeure will not relieve any Financial Obligation owed under this CE Agreement.

Check here to indicate you have read and agree with the section above.

**Section 21. Amendment: Waivers**

(a) Amendments. I agree that this CE Agreement may be amended only in writing signed by ACDS. Further, I agree that the Continuous Enrollment Policies, the ACDS Handbook, any other ACDS policies, and schedules of tuition, fees, the CED and other amounts payable in connection with Student's enrollment at ACDS may be amended by ACDS from time to time and shall become effective and binding upon me upon publication on ACDS's website, whether or not notice of such amendment is given to me. I understand it is my responsibility to review all such published policies and schedules periodically to remain aware of their contents and any changes thereto.

(b) Waivers. I agree that the failure or delay by ACDS to exercise any of its rights hereunder shall not be deemed a waiver of any such right, nor shall ACDS's waiver of any right or provision of this CE Agreement or of any ACDS policy in any one instance be deemed a waiver of any such right or provision in any other instance or of any other right or provision. Any such Waiver by ACDS shall be in writing signed by an authorized officer of ACDS.

Check here to indicate you have read and agree with the section above.

**Section 22. Severability**

I understand and agree that:

(a) Each and every provision of this CE Agreement shall be construed liberally in favor of the releases and indemnification provisions contained in this CE Agreement,

(b) Each and every provision of this CE Agreement shall be enforceable to the greatest extent permitted by law,

(c) If any provision of this CE Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be modified to give effect to the intent thereof to the greatest extent permitted by applicable law, or if no such modification is possible or permitted, then such provision shall be severed without affecting the other provisions of this CE Agreement, and

(d) The invalidity or unenforceability of any provision of this CE Agreement will not affect the validity or enforceability of any other provision of this CE Agreement.

Check here to indicate you have read and agree with the section above.

**Section 23. Notices**

I agree that any notices to me may be sent to the most recent address for me or for the Student on file with the ACDS Business Office. I agree to promptly notify ACDS's Business Office of any change of my or Student's address.

I further agree that any notices or communications required or permitted to be sent to ACDS pursuant to this Agreement shall be sent to the applicable mailing or email address below.

**Alexandria Country Day School**

**5603 Bayou Rapides Rd.**

**Alexandria, LA 71303**

Attn: (Admissions Office or Business Office, Technology Office as applicable)

Check here to indicate you have read and agree with the section above.

**Section 24. Signatures/Online Submission**

I understand that my signature below, or my online submission of this CE Agreement, affirms that I have read, understand and accept the terms and conditions of this CE Agreement. When enrolling online, my name typed in the signature box below shall bind me to all terms of this CE Agreement.

**ELECTRONIC SIGNATURE**

THE UNDERSIGNED HEREBY AGREES TO BE BOUND BY THE TERMS AND PROVISIONS OF THIS CE AGREEMENT EFFECTIVE AS OF THE DATE WRITTEN BELOW.

Signature:

Date:

Signature:

Date: