

SEESAW LLC
600 A Octavia Street
San Francisco, CA 94102

TERMS AND CONDITIONS

1. Subject to all the terms and conditions of this Agreement, Seesaw will allow you to attend the events and programs (collectively, the “Events”) and provide you with the materials described on the Website
2. **REFUND POLICY:** Any refund request must be made in writing. If the written request is received fourteen (14) days prior to the registered session: the fee minus 10% is refundable. If written request is received less than fourteen (14) days prior to the registered session: no refund will be made unless the space can be filled by another registrant. Refunds will not be granted for absences, dismissal or voluntary withdrawal from any Event, or for changes to the program deemed necessary by the management and staff of Seesaw.
3. Seesaw is not responsible for any lost articles of clothing or other participant’s personal property.
4. Photographs and/or videos of my child/children may be used for promotional purposes by Seesaw, without compensation to me or my child/ children.
5. Seesaw cannot guarantee and does not promise any specific results from attendance at any Event.
6. Seesaw reserves the right to use any feedback collected in relation to the Events for promotional purposes.
7. Seesaw does not represent or warrant that: (i) the provision of the Events will be timely, uninterrupted or error-free, (ii) the Events will meet your requirements or expectations, or that (iii) errors or defects will be corrected.
8. The Events are provided to you strictly on an “as is” basis. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby disclaimed to the maximum extent permitted by applicable law.
9. **EXPRESS ASSUMPTION OF RISK AND HOLD HARMLESS AGREEMENT:** Participant, individually and on behalf of his/her child/children, does acknowledge and recognize that to the best of his/ her knowledge, his/her child/children has/have no medical, physical and/or emotional health condition that could hinder or prevent his/her active participation in the activities or events in any way whatsoever. Participant, individually and on behalf of his/her child/children, acknowledges, understands and accepts the risks of bodily injury related to the Events.

PARTICIPANT, INDIVIDUALLY AND ON BEHALF OF HIS/HER MINOR CHILD/CHILDREN, DO KNOWINGLY AND FREELY ASSUME ALL RISKS, BOTH KNOWN AND UNKNOWN, AND HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS SEESAW LLC, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, OWNERS OF PROPERTY USED OR LEASED BY SEESAW LLC AND ANY OF ITS REPRESENTATIVES OR AGENTS (COLLECTIVELY, THE “SEESAW AFFILIATES”), FROM AND AGAINST ALL LIABILITIES, DEMANDS, CLAIMS, COSTS, LOSSES, DAMAGES, RECOVERIES, EXPENSES OR SETTLEMENTS, WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH OR LOSS OR DAMAGE TO PERSON OR PROPERTY ASSOCIATED WITH THE PRESENCE OR PARTICIPATION OF MY CHILD/CHILDREN IN THE ACTIVITIES AND EVENTS, AND BASED UPON ANY ACT OR OMISSION OF SEESAW LLC AND/OR SEESAW AFFILIATES, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF SEESAW LLC AND/OR SEESAW AFFILIATES, AND WHETHER OF NOT DUE TO (A) USE OF ANY SEESAW FACILITIES OR EQUIPMENT, WHETHER OR NOT SUCH FACILITIES AND EQUIPMENT MAY BE IMPROPERLY MAINTAINED OR MAY MALFUNCTION OR BREAK, (B) IMPROPER MAINTENANCE, OR (C) SEESAW’S INSTRUCTION OR SUPERVISION.

10. Neither party will be liable for any loss or damages arising from delays resulting from circumstances beyond the reasonable control of such party, provided that the nonperforming party uses reasonable efforts to avoid or remove such causes of nonperformance and continues performance hereunder with reasonable dispatch whenever such causes are removed.
11. Nothing in this Agreement shall give, directly or indirectly, any third party any enforceable benefit or any right of action against Seesaw and such third parties shall not be entitled to enforce any term of this Agreement against Seesaw.
12. **LIMITATION OF LIABILITY:** Notwithstanding any other provision hereof, neither Seesaw nor any Seesaw Affiliate shall be liable for any special, indirect, incidental or consequential damages, including but not limited to loss of profits, goodwill, business or business benefit, or the cost of procurement of substitute products or services arising from: (i) cancellation of an Event, (ii) attendance at and participation in an Event. (iii) alteration of the times, dates, itineraries or speakers of any Event; or (iv) any delay or failure to provide or host an Event that is due to third parties, even if advised by you or any other party of the possibility of such damages, whether due to the negligence of Seesaw or Seesaw Affiliates or otherwise, unless said claim is solely caused by Seesaw or Seesaw Affiliates' gross negligence or willful misconduct. **IN NO EVENT WILL SEESAW OR ANY SEESAW AFFILIATE BE LIABLE FOR ANY FORM OF SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND (WHETHER OR NOT FORESEEABLE), EVEN IF INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.** Seesaw's liability shall not exceed the amount paid to Seesaw for participation by any child/children in the Event, irrespective of the cause of the loss, damage or liability.
13. **DISPUTE RESOLUTION:** The parties agree that any and all disputes, claims or controversies arising out of or relating to the attendance or the participation of any minor child/children in Seesaw activities and events, shall be submitted to JAMS Endispute ("JAMS"), or its successor, for mediation in San Francisco, California, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration in San Francisco, California. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS's panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation, and any subsequent arbitration, in good faith, and that they will share equally in any and all costs of mediation and/or arbitration. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. In the event any such dispute or controversy submitted to mediation is not resolved, either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or 45 days after the date of filing the written request for mediation, whichever occurs first. The mediation may continue after the commencement of arbitration if the parties so desire. Unless otherwise mutually agreed to by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The provisions of this section may be enforced by any Court of competent jurisdiction in the State of California.
14. **MEDICAL CONSENT & INSURANCE:** In case of emergency, participant, individually and on behalf of his/her child/children does hereby give permission to any medical personnel selected by Seesaw staff to secure treatment of his/her child/children. Participant understands and agrees that it is his/her responsibility to provide accident and health insurance coverage for his/her child/children while attending any Seesaw Events.

15. **SEVERABILITY:** I further expressly agree that the protections set forth in these Terms and Conditions, including the foregoing express assumption of risks and hold harmless agreement, are intended to be as broad and inclusive as is permitted by the law of the state of California, and that if any portion of these Terms and Conditions are held invalid, it is further agreed that the remainder shall continue in full force and effect.
16. **ACKNOWLEDGEMENT OF UNDERSTANDING:** I have read these Terms and Conditions, including the Express Assumption of Risk and Hold Harmless Agreement, fully understand all terms and provisions of these Terms and Conditions, and understand that I am giving up substantial rights, including the right to sue in the event of any dispute. I acknowledge that by signing these Terms and Conditions, I, individually and on behalf of my child/children freely and voluntarily, and intend my signature to be a complete and unconditional release of liability to the greatest extent allowed by law.

I hereby agree to all the terms and conditions set forth above, I represent that I am the legal parent/guardian of the child/children, and I consent to my child/children participating in all Events.

Signature of Parent/Guardian: _____ Date: _____
Print Child/Children Name(s): _____