

## Mindful Wing Chun

### **TERMS & CONDITIONS**

Terms, Conditions, Release of Liability Agreement, Late Pick-Up Policy, and Behavior Policy With Regards To Mindful Wing Chun Events/Courses/Classes.

I hereby acknowledge that I am over the age of 18, that I am the parent and/or legal guardian of the child ("Child"), or children registered for this event/course/class, and that I have the authority to make agreements on behalf of Child.

I further acknowledge that I have voluntarily chosen to enroll Child in or attend an event hosted by, Mindful Wing Chun (The Company) I also give consent to Child's participation in Company-related activities. I also acknowledge that all of the terms listed in Terms, Conditions, Release of Liability Agreement, Late Pick-Up Policy, and Behavior Policy With Regards To Mindful Wing Chun Events/Courses/Classes.

I hereby acknowledge that I am over the age of 18, that I am the parent and/or legal guardian of the child ("Child"), or children registered for this event/course/class, and that I have the authority to make agreements on behalf of Child.

I further acknowledge that I have voluntarily chosen to enroll Child in or attend an event hosted by, Mindful Wing Chun (The Company.) I also give consent to Child's participation in Company-related activities. I also acknowledge that all of the terms listed in this document apply to me, as well, when I attend an event.

### **ACCEPTANCE OF RISKS AND RELEASE FROM LIABILITY**

I understand that certain risks are inherent in any recreational/educational activity. While I understand that Mindful Wing Chun will take all reasonable steps to safeguard Child or Child's property, I knowingly and voluntarily assume all risks of injury or harm that may be due to a classroom activity or the actions of fellow students. I also understand and agree that it is my and Child's responsibility to safeguard his or her personal belongings, and I knowingly and voluntarily assume all risk that personal belongings brought to the event/course/class may be lost, misplaced, damaged, or stolen. I hereby waive and release Mindful Wing Chun and its owners, agents, partners, representatives, employees, contractors, staff, and other students from any liability, including but not limited to claims based on negligence or some other act or omission, for any injury, illness, or harm to Child or damage of any personal property, including but not limited to musical instruments, incurred while attending Mindful Wing Chun-related activities.

### **SAFETY & CONDUCT**

For everyone's safety, children must follow all staff instructions. I understand that if a Child's actions or attitude are deemed detrimental to other participants, staff, or the general atmosphere, he or she may be sent home without any reimbursement for any payment to Mindful Wing Chun. I agree to accept full responsibility, financially or otherwise, for the conduct of the Child - including paying restitution for damage to

equipment, property, and facilities, including the personal property of other participants and the Company. Mindful Wing Chun is not required or expected to protect event/course/class participants from theft or damage to personal property.

#### ADMISSION

Submission of an enrolment form and class fee is mandatory prior to the commencement of any class. Payments can be made at the time of registration or by bank transfer or FPS.

#### ADDITIONAL CHARGE & FEE

Please note fees must be paid in full by the 2nd Class of the term or the fee may be subject to a 10% surcharge at the discretion of the Company.

- FPS (Mindful Wing Chun Limited – [info@mindfulwingchun.com.hk](mailto:info@mindfulwingchun.com.hk)), please send a photo or screen capture of the transaction slip to WhatsApp at +852 6620 7050. Please specify the student's name, course name and school (where applicable).
- Deposit/Bank transfer (Hang Seng Bank - A/C (848-688-404-001) please send a photo or screen capture of the deposit slip or receipt to [tom@mindfulwingchun.com.hk](mailto:tom@mindfulwingchun.com.hk) or WhatsApp to +852 6620 7050. Please specify the student's name, course name and school (where applicable).

\*In the event of sickness, refunds will only be possible with a doctor's note with 24 or more hours' notice. Prior notice of cancellation will only be permitted for one class per term

#### ABSENCE

Please make note of all class dates, no refunds or make-ups will be given for any missed classes. Please refer to the 'ECA Program Term Dates' list online.

#### CLASS CANCELLATION

In the event of sudden cancellation of classes caused by announcements from the EDB, the Hong Kong Observatory, one of our partner schools, or for any reason out of the control of Mindful Wing Chun, no refunds or makeup classes will be offered except at the discretion of Mindful Wing Chun Ltd.

#### ARRANGEMENTS DURING ADVERSE WEATHER CONDITIONS

- Classes will be held as scheduled when:
- Typhoon Signal No. 3 or below/ Amber or Red Rainstorm Warning is in force.
- Typhoon Signal No. 8 or above/Black Rainstorm Warning is lowered before 7:00 am (all day classes).
- Typhoon Signal No. 8 or above/Black Rainstorm Warning is lowered at or before 12:00 noon (afternoon classes). \*

\*In the event that the school has been closed for the day as stated on the school's website, scheduled CA classes will also be cancelled.

- Classes will be dismissed immediately or cancelled when:
- The Observatory hoists Typhoon Signal No. 8 or above.
- A Black Rainstorm Warning is in force.

- Typhoon Signal No. 8 or above is hoisted within 2 hours before the scheduled class time.

There will be no makeup class in the event CAs have been cancelled due to weather conditions.

## **HEALTH MATTERS**

We reserve the right to refuse attendance of any student who is ill or showing symptoms of illness. Staff may check the student's temperature as deemed necessary.

It is the parent's responsibility to keep the students' health information and emergency contact details accurate and up-to-date. Any special medical conditions or allergies must be disclosed to Mindful Wing Chun.

## **MEDICAL AUTHORIZATION & SPECIAL NEEDS**

I understand and agree that I am responsible for determining the Child's medical, physical or other qualifications and suitability for participating in the event/course/class and its activities. I agree to disclose to Mindful Wing Chun and its staff any pertinent medical, physical, or other conditions and special needs that may affect Child's participation in these activities. I understand measures will be taken to safeguard the health and safety of all participants; however, in the event of need, I hereby grant Mindful Wing Chun or its authorized representatives' permission to arrange for such medical care that Child may require. This includes minor medical care by Mindful Wing Chun staff members. In the event of serious injury or illness, Mindful Wing Chun will follow the protocol set out by the center/school where the event/course/class is taking place. In the event that no such protocol exists, Mindful Wing Chun will call the emergency services. Mindful Wing Chun will also use all reasonable efforts to contact the parent, guardian and/or people listed as emergency contacts. I am aware that Mindful Wing Chun assumes no liability for the costs or provision of medical care in the event that care is needed during or after this program.

## **APPROPRIATE CLOTHING**

Students should wear appropriate, comfortable clothes that allow freedom of movement during the class.

## **BEHAVIOR POLICY**

Mindful Wing Chun staff works hard to ensure that everyone has a safe, educational, and fun time while participating in our programs.

Behaviours which disrupt staff from effectively supervising, instructing, or interacting with participants will not be tolerated. Such behaviours may include, but are not limited to:

- Refusing to follow staff instructions, behaviour guidelines, or program rules
- Refusing to participate in activities or cooperate with staff
- Using profanity, vulgarity, ethnic slurs, or obscenity
- Leaving a program without permission

- Excluding other participants
- Teasing, making fun, or bullying other participants or staff
- Stealing or damaging property
- Using equipment and materials inappropriately and/or without permission
- Endangering the health and safety of children and/or staff
- Threatening other participants or staff
- Pushing, shoving, hitting, kicking, and/or biting other participants or staff
- Using of illicit drugs, alcohol, or tobacco or sexual conduct of any kind

The following actions will be taken if the above-mentioned behaviours are observed:

No refunds will be issued in the case of dismissal from a program based on inappropriate behaviour. Important: While we might like to have eyes on the backs of our heads, we really don't. Children retaliating against another participant is also considered disruptive behaviour, so please encourage your children to speak up, and tell an instructor, if they are having problems.

## **LIABILITY**

For safety reasons, unless previously arranged with the staff, please do not leave your child unattended at our partner schools before or after class without adult supervision. Mindful Wing Chun will not be responsible or liable, directly or indirectly, for any injury or loss of property/ damage of personal property in the partner schools.

During out-of-school rehearsals, performances and classes children must be left in the care of a current Mindful Wing Chun Company Member.

A list of our current staff can be found on our website under the 'About Us' tab. Company Members' and will not be liable to take responsibility for a child's welfare. Mindful Wing Chun cannot be held responsible for any incident occurring from negligence, where a child has been not left by a parent or guardian under the supervision of a Mindful Wing Chun Company Member.

## **USE OF IMAGE**

Mindful Wing Chun reserves the right to use photographs and/or recordings of students taken during classes or activities for the use of educational, training or promotional purposes. Any objection to such use must be made in writing to Mindful Wing Chun.

## **PHOTO & VIDEO RELEASE**

Some Mindful Wing Chun sessions may be videotaped or photographed. I grant permission for the use of Child's image, voice, and work created at the event/course/class, which may be captured through video, photo, digital camera or other media, for Mindful Wing Chun and/or event/course/class training, promotional materials and publications, and other commercial purposes. Any objection to such use must be

event course/class training. promotional materials and Duplications. and other commercial purposes. An objection to such use must be made in writing to Mindful Wing Chun.

By enrolling your children in Mindful Wing Chun Classes you are agreeing to our Terms & Conditions

**DISPUTE**

In the event of a dispute, the decision of Mindful Wing Chun will be final and conclusive.