

Avianne International

Detailed Terms and Conditions

Throughout the entirety of this document “Avianne International”, “Avianne”, “us” or “we” is hereby intended and understood by all relevant parties to include all organizations, practices, individuals, aliases, affiliations, and / or business practices (officially and unofficially) supported, managed, operated and / or conducted by any organization or individual, directly affiliated with any business or private interactions, transactions, products and / or services that involve / relate to any primary or subsidiary organization owned, managed or operated by Avianne International (© 2019, All Rights Reserved), in any way, shape or form.

All Avianne International’s policies, terms and conditions apply to and is hereby (by agreeing to the terms and conditions stated in this document and any other document, contract or agreement between any of the relevant parties mentioned in this document) understood and agreed upon to include all and any individuals, affiliates and / or representatives of any individual, family, business or organization (formal or informal, official or unofficial), conducting interactions with Avianne international, anywhere in the world, in any way, shape or form. These individuals are thus referred to as and understood to represent, throughout the entirety of this document, within any context whatsoever, as: clients, customers, students, instructors, teachers, lecturers, educators, contractors, sub-contractors, employees, employers, managers, share holders, board members, designated groups, parties, interns, interns, assistants, associates, volunteers, representatives, owners, providers, proprietors, artists operatives, creators, performers, conductors, publicists, promotors, workers, broadcasters, entrepreneurs, subordinates, designers, partners, manufacturers, distributors, undertakers, planners, controllers, hobbyists, amateurs, professionals, individuals, persons, guardians, minors, teenagers, adults, parents, friends, acquaintances, third parties, animals in any capacity. Any one of these terms mentioned in this paragraph are understood and hereby agreed upon to include any other of these terms within any applicable context.

It is furthermore understood and agreed upon, that any terms referring to any persons or individuals as mentioned in the previous paragraph, may apply within the agreement to these terms and conditions to how it relates to any of the following terms: Organizations, businesses, institutions, clubs, private classes, group classes, online classes, studio settings, classroom facilities, events, promotions, duties, publications operations, gatherings, celebrations, exhibitions, displays, performances, engagements, ceremonies, services, publications, sales, art galleries, museums, events, non-profits, displays, reputation management, education, branding, work, instruction, projects, recreation, official dealings, delivery, marketing, promotions, internet presence, website, social media, graphic design, web design, scanning, photography, recording, management, legal, broadcasting, business, art, cleaning, properties, leases, compliances, liabilities or any such practices, contexts, places, occupations or related occurrences, within any capacity, anywhere at any time.

Avianne International is the umbrella organization under which all business entities and initiatives operate under the collective Avianne brand. These terms are non-negotiable and comply with Idaho State and USA Federal law and are enforceable according to the fullest extent of the law. Agreeing to these terms and conditions indicate, across the board, a full and clear understanding of and compliance with everything stipulated in the entirety of this document as intended by Avianne International.

Avianne International, (© 2019, All Rights Reserved) is a privately owned business and we reserve our right to refuse to conduct business with anyone. Avianne International will never be under any obligation to conduct business with anyone we do not deem a good fit for our products or services. Avianne International reserves the right to terminate any student's participation in any classes, any commission, sale, contract, business service or product production with any individual, organization or business, without a refund, should the involved party or any other relevant parties associated with the involved party not respect or uphold ethical, lawful, respectful, professional standards, practices and policies in their dealings (in any way, shape or form) with Avianne or any of our contractors, instructors, affiliates, students, family, friends, colleagues or business associates.

1. General Policies

Intellectual Property Rights, Representation and Copyright

Copyright violations are not subject to mediation and will result in immediate legal action according to the fullest extent of Idaho State, USA Federal and International copyright law.

Avianne International reserves all copyright (applied retrospectively, spanning Avianne's entire history as a fine art industry amateur and professional) as supported by USA Federal and Idaho State Law on everything we create, produce, manufacture, assemble, sell or manage. Written permission is required by Avianne from circa 2020 onwards (applied retrospectively and retroactively) regarding using, creating, representing, copying, promoting, photographing, scanning, capturing (in any way, shape or form), distributing, redistributing or selling the following: This includes, but is not limited to:

- All original art work ever created in any medium, anywhere in the world under any brand umbrella or artist identity or for any individual, business or organizational entity at any time for any purpose by Avianne International is the eternal and irrevocable Intellectual Property of Avianne.
- No individual, business or organization of any type, in any capacity (past, present or future) may use, create, represent, display, copy, photograph, scanning, capturing (in any way, shape or for), distribute, redistribute or sell any images of Avianne's original art work for any reason from circa 2020 onwards.

- Reproductions of original art work: No business, individual or organization of any kind may engage in using, creating, representing, displaying, copying, promoting, photographing, scanning, capturing (in any way, shape or form), distributing, redistributing or selling reproductions of Avianne’s original art work ever created in any medium, anywhere in the world under any brand umbrella or artist identity or for any individual, business or organizational entity at any time (past, present or future) for any purpose. No individual, business or organization of any type, in any capacity (past, present or future) may copy, photograph, publish, distribute or redistribute any images of Avianne’s reproduced work for any reason unless otherwise agreed upon by Avianne from circa 2020 onwards.
- Client presentations, sketches and / or commissioned art representations or simulations in any visual form, printed or produced or reproduced or photographed or scanned by using any medium or platform, display tactic application (“apps” or computerized programs or methods used online, on devices of any kind or otherwise utilized) always remain Avianne’s exclusive intellectual property and are subject, under all circumstances, to all the copyright protections described in the entry of this document.

Copyright, as thus far described and onwardly described in this document also applies (but is not limited) to the following industries, situations, individuals, contexts, businesses or organizations. Written permission is required by Avianne from circa 2020 onwards (applied retrospectively and retroactively) regarding using, creating, displaying, representing, copying, promoting, photographing, scanning, capturing (in any way, shape or form), distributing, redistributing or selling the following:

- Printed or online creation, usage or distribution or claims of any kind of promotional items, art work, imaging or photography (including, but not listed to depicting Avianne herself, her studio, classroom, business or any of her art work, original or reproduced), brand publications, written content, information, policies or anything related to marketing Avianne (brand, services, products, creations or related items).
- Any type of instruction content as it relates to coaching, classes, courses, initiatives, internships, opportunities, engagements, displays, exhibitions, shows or events of any kind (studio-based, third party based or online based) This would include, but is not limited to: art work (by Avianne or any other student / artist / individual), photography (of Avianne or any of her art work), recordings (voice, written and visual), demonstrations, instruction methodologies, client presentations, communications or research.
- No person, unaffiliated or affiliated with our instruction in any way, anywhere, for any reason, may record (visual or voice), copy, sell, share, distribute or redistribute our online class sessions, instruction methods, student notes, studio work, classroom experiences or anything of such nature, related in any way to any content, written, visual, auditive, or in any other way, shape or form.
- No person, unaffiliated or affiliated with our instruction in any way, anywhere, for any reason, may represent Avianne in any official capacity nor create or utilize any content (art work, visual, auditive, written or in any other way shape or form)

on Avianne's behalf (both in business, organizational or private capacities) and present such material as their own or use it to instruct, market (in print or on-line, including but not limited to web content, photographs, scans and social media), inform, generate or obtain any professional or personal advantages or promotional objectives (monetarily or promotionally advantageous or otherwise related to any business or private practices or organizations).

- Avianne's brand, water-marks, identity, reputation, business entity or any related businesses and business activities (in any way, shape or form) may never be used, promoted, associated or distributed in any way whatsoever, related in any way to the Avianne brand, services, creations, art works or products, without Avianne's express permission for any reason whatsoever, business, organizational or personal.
- Any types of misrepresentation and slander of our business in terms of conduct, services, products, art work or practices in any way, shape or form, in reviews or in any capacity on any platform is strictly forbidden, will incur immediate severing of all business ties and contracts and may incur immediate, strong legal action as described in the first paragraph under this section of this document: "Intellectual Property Rights and Copyright".
- No persons, businesses or organizations, under any circumstances, may use their connections, relationships, business dealings or presence with us, any of our other students, customers, clients or contractors or within our business, in any way, shape or form to promote themselves, their art work, their professional services or to usurp business from Avianne international, directly or indirectly.
- Avianne International reserves all rights to decide when and if we will endorse, refer or recommend any individual or affiliate of any kind for conducting any business outside of our business parameters, to any third party, in any way, shape or form. Any such references, endorsements and recommendations are not official unless we agree to it in writing.

Responsibilities and Liability

Avianne International is not responsible nor liable for the following under any circumstances, at any time, for any reason, anywhere in any capacity, experienced by any organization, business, individual or third party, directly or indirectly involved with Avianne international in any way, shape or form and we will not reimburse or submit to intimidation or other sinister tactics regarding said items, damages or losses under any circumstances, however preventable, reasonable, predictable, provable, prosecutable, irregular, unusual, acceptable or not:

- Avianne international is not responsible for promoting any individual's art or advancing any person's career or business ventures in any way, shape or form, nor are we responsible for any third parties, affiliated or unaffiliated with us, conducting any business with our students, clients or customers or making any claims on our behalf whatsoever.
- Lost and found items being secured and / or returned to the owner.

- Theft of or damage to personal property, including, but not limited to any purchased products, art work, animals, clothing, equipment, food, supplies or services of any kind as well as electronic devices, vehicles or any other valuable items.
- Storage or maintenance of third party art work or the damage thereof.
- Any illegal, lewd, criminal, inconsiderate, substance abuse, violence, inappropriate or unethical activities, attitudes, engagements, bullying, speech or behaviors performed by any party associated with Avianne anywhere in any way at any time.
- Injury, disability or death occurring, directly or indirectly, as a result of using our facilities, services, supplies, methods, art work (including how work is transported, framed, wired, handled, cared for, cleaned, touched, lifted and installed), creations, displays, equipment, furniture, tools or products.
- Privacy, financial, banking or identity violations of any such persons as described in the entirety of this document online, in person or as a result of cyber or any other crimes committed by anyone.
- Traffic violations, traffic tickets, moving violations, parking offenses, parking related situations associated with our facilities in any way.
- Rent, safety, liability, code or lease violations by any party, including but not limited to, any facility owner or managing entity, business, organization or company we are using or any individual, business or organization associated with us who uses such a facility.
- Underlying, unknown health or behavioral conditions (mental, physical or emotional of any kind, in any way, shape or form) resulting in the termination of or inability to participate in any transactions, projects, instruction, learning, contributions, outcomes, input, services, employment, classes or other related activities.
- Avianne International is not liable for insurance of any equipment, furniture, product or art work in our care or the care of the party we do business with in any way, shape or form. If any individual, animal or any minor child damages or break anything of value in our facility or causes bodily harm to themselves or any other individual, they themselves, their business or organization, or the legal guardian in the case of a minor child, will be held fully liable for any costs involved in replacing, treating, managing, acquiring and / or repairing such damage.
- Any unforeseen circumstances, situations, conflict, mis-understandings, issues or problems arising from anything within or without the scope of Avianne International's affiliations, relationships, understanding, contractual, or any other perceived disclosures or obligations (fulfilled or unfulfilled, precedented or unprecedented) in any way, shape or form.
- Avianne International is never, under any circumstances, liable for any stolen or damaged property of any facility, private space, business setting, constructed site, physical set-up, displays, vehicles, equipment, furniture, supplies, indoor environment, outdoor environment or studio setting or any related possessions of any third party, in any way, shape or form, privately owned or otherwise, foreseen or unforeseen, mentioned in this document and beyond, without any limitations to the nature and value of said property, including, but not limited to animals or natural resources.
- Natural disasters, man-made disasters, atmospheric, planetary substrate (like earthquakes) or any related conditions, pandemics, injuries, pests, animals, humans, objects, construction flaws or failures any such occurrences, in any way, shape or form, that may cause damage to or mismanagement of art work.

- It is the responsibility of all organizations, businesses or individuals doing business with us to conduct themselves ethically and lawfully. Any persons who violate our trust, unlawfully or unethically, will find themselves excluded from all business dealings with us, effective immediately, and / or be terminated immediately from ever conducting business with us again.

Not Able to Accommodate:

We do not officially provide and cannot guarantee the following services to anyone described or mentioned in the entirety of this document for any reason described or mentioned in the entirety of this document at any facility, event, studio, location or during online engagements of any nature and can therefore not effectively accommodate these needs or situations unless specific exceptions are made in the future, in writing:

- Childcare or third party child minders. We do not cater to childcare needs and no party may bring children or anyone requiring any type of specialized, focused or demanding care or supervision to class or business meetings or locations of any kind. No minors are allowed in our studio without parental / legal guardian consent or permission. If allowed by parent / legal guardian, we are released from all liability.
- Behavioral / emotional / cognitive types of art therapy: we are not trained and do not have the resources to instruct anyone who needs such classes.
- Any special provisions for any persons with special needs / requiring disabled education or any related accommodations for business dealings: we do not provide special needs accommodations or instruction for people with mental or physical disabilities. We do not own / control / cannot alter the facilities or the lay out of such facilities and we do not have the correct training to ensure optimal interactions with such individuals.
- Students with severe allergies (to art materials specifically) or other health (including mental) issues that make a class setting or location unbearable for them, the instructor or their fellow students.
- Pets and animals are a distraction and for safety, health and learning purposes we do not allow any animals in any of our classes, studios.
- If you need a certified service animal, our classes or studio environments will not be a good fit for you due to safety and liability concerns within the studio environment.
- Instructors are never obligated to assist a student with work from outside of class.
- Any art related or business related activities, art work, engagements or expectations that fall outside of our professional expertise, interests or business scope.
- Unannounced, unauthorized or unpaid for drop-in or try-out instruction, meetings, studio visits or attendance for friends or family members or any other third parties anywhere at any time for any reason, related to any business or personal situations at all.
- Untimely, incomplete or incorrect payment amounts or methods of any kind.
- Requests of any kind, in any way, shape or form, that we cannot practically, occupationally, legally, morally, ethically or physically perform.

- Any online interactions, platforms, applications or representations that Avianne International cannot or wishes not to support, agree upon or engage in.
- Anything that goes against the conscience, spirit or terms and conditions of how Avianne International prefers to conduct business.

Ethical, Safe and Lawful Business Conduct:

Ethical conduct to prevent sinister business dealings, identity theft and other conduct undermining the successful and mutually beneficial aspects of any business procedure, relationship, vision or goal to transpire optimally and lawfully as well as obeying local, state and national laws in a studio, business or event setting are of utmost importance in preventing criminal activity, injury, losses, health problems or even death. Failure to comply may result in immediate termination of any business relationships, affiliations, contractual obligations or opportunities, without compensation or reimbursement, effective immediately:

- If Avianne International or anyone affiliated with any business transactions, effort, project or location require persons to engage in official safety precautions of any kind, you must comply by law. Individuals are obligated to apply, independently, any personal safety procedures and precautions, if they are aware of such procedures, in their own self-interest.
- All spoken or written safety precautions must be followed, however formal or informal such requests are and whatever the nature of said request may be.
- No equipment, furniture, art work or supplies may be operated, adjusted, moved, lifted, altered or cleaned or engaged with in any way, shape or form, within a studio setting without permission.
- Avianne International never sell any private information to any parties and will not share private or corporate financial or personal medical information we ever become aware of with any such party without their express permission, unless law enforcement legally requires us to do so or if it may save the individual's life in an emergency. This does not pertain to the unintentional use of private information on social media or in publications or promotional materials of any kind in any way, shape or form.
- We have a zero tolerance policy for drug use (abused prescription drugs or illegal drugs of any kind) or substance abuse of any kind (this includes, but is not limited to the use of marijuana). Any persons directly associated with Avianne International will face or can cause a student or contractor (instructor or assistant) to face immediate termination.
- Individuals who are affected by prescription drugs, substance abuse, unmanaged mental illness or dependencies of any kind in any way that prevents them from having good judgment in business dealings or meetings or functioning optimally or professionally in a classroom setting or business environment cannot conduct business with Avianne international in any way, shape or form and cannot instruct nor receive instruction from nor be contracted or volunteering in any capacity whatsoever with relation to Avianne International. All professional dealings, contracts and

relationships with such an individual may be subject to immediate termination if any such impairments or situations ensue or are discovered to harm our business or any other individuals involved with our business.

- Avianne International (or any of our sub operations or affiliates) does not take responsibility for nor wishes to control any individual's personal lifestyle choices or social behavior outside of our business environment and will not attempt to do so. However, we do not tolerate actions, behaviors or legal violations of any type, specifically within a business, studio or classroom setting and reserve the right to terminate our professional relationship or agreements with any individual whose behavior inside or outside of our business parameters impacts our business in any negative way.
- Sexual harassment, bullying, cyber bullying, self-harm, violence, non-compliance, political or religious harassment or any attempts to solicit or provoke any such interactions in a negative manner or in a harmful way as it pertains to any such related behaviors or attitudes displayed in the work environment at any time any in any way, shape or form will be cause for immediate termination and banishment of an individual from our place of business.
- There will be no inappropriate fraternization / inappropriate or unprofessional conduct between business affiliates, clients, customers, family, friends, students, instructors, interns, assistants or anyone whatsoever in the classroom or business setting. All parties involved with Avianne International are required to refrain from inappropriate interpersonal displays of affection or displays or discussions of personal problems or situations in the classroom or studio in ways that may make others uncomfortable or is generally considered deeply offensive.
- Pre-existing personal relationships in the classroom or relationships formed within the classroom must remain professional, healthy and above board in conduct within the setting of our business.
- All individuals within the business or classroom setting must be treated respectfully, fairly and equally by all other individuals. Problems or conflict in this regard must be resolved appropriately or the individual causing a problem may be required to leave and have all future privileges of conducting business or personal interactions or transactions revoked, ending all contractual obligations with immediate effect.
- Compliance with policies, regulations and laws as set forth by the landlord, business owner, city, county, state or national officials must always be complied with.

If you violate any of our safety and liability instructions, policies or requirements, or act in any foolish, dangerous or irresponsible manner within any of our or third party facilities we utilize in any capacity whatsoever, you are fully liable for all damages suffered and may even be required to compensate Avianne International if so deemed fit by Avianne. Avianne International or Avianne in her private capacity is and will never be liable in any way, shape or form for any consequences of any kind suffered by you or any third party involved, nor will we be liable for any legal, medical or other costs incurred, but you will be fully liable if you or your minor child, animal or any third party you involved causes any such situations or violations to occur. this also pertains to any other situation described throughout the entirety of this document.

General communications:

- Communications via e-mail are preferable and wherever deemed necessary, mandatory under all circumstances.
- All students are expected to have access to basic email and download capabilities and basic knowledge about how to operate email, software and apps related to conducting business with Avianne international in any capacity, on-line.
- Online students need to be set-up with the appropriate technology and apps to enable on-line instruction, procedures and / or subscriptions.
- Due to classes in session or other family or professional obligations, the instructor(s) may not be able to answer phone calls regularly or emails immediately.
- Email address: Please use only the official e-mail address provided for specific communications as it pertains to a specific form of business we are engaged in with an individual or organization and realize that in general, Avianne International may be receiving several e-mails and may need days to respond to individual e-mails. Emails or communications directed to alternate recipients or contact points (audio, visual, written, mailed or conducted using any social media, apps or unofficially recognized online platforms in any way, shape or form) at any time may be at risk of not being considered valid or relevant.
- Mark e-mails with clear subject lines and do not send spam messages. Spam messages will be blocked and reported.
- We do not communicate via texting or phone, after initial contact, unless specified otherwise.

Contracts, Operations and Agreements:

- Copyright and Intellectual Property Rights always apply, automatically, at all times, under absolutely all circumstances, with or without any other written or verbal agreements, prior, during and after any business commences to absolutely any visual or auditive or written material produced, re-produced, published, utilized, displayed or instructed in by Avianne International without any exceptions, in any way, shape or form.
- Our instructors, students or organizational affiliates are NOT authorized to speak, write, draw up contracts on behalf of Avianne International or make any promises, recommendations or claims on our behalf. Avianne International will automatically consider such occurrences to not hold us responsible for fulfilling any related commitments or outcomes, in any way, shape or form, be they perceived to be of a personal, organizational or business nature.
- Avianne International will never knowingly make a contract with a minor unless there is legal representation of said minor by a parent / legal guardian in writing: minor contractors involved with our business, may and / or will have to have a parent / legal guardian sign any documents on their behalf. ID may be required in case any doubt exists. If a minor succeeds in deceiving Avianne, authorities may be asked to get involved and all agreements, operations and contracts will be declared null and void, effective immediately without reimbursement.

- Any art work or intellectual property will be repossessed without reimbursement if a client or student violates any of Avianne's policies, terms or conditions in such a way that Avianne suffers damages or losses in any way, shape or form that warrants such action, in order to cover any costs, losses, suffering or damages of any kind incurred by Avianne as a result.
- We reserve the right to conduct a background check on any party who wishes to commence with any business related activities or projects with Avianne International.
- Avianne International will never pursue nor commence with any work or business agreement or transaction of any kind unless the terms and conditions of this document and any other supplemental agreements or contracts are agreed upon to be upheld by both and /or all parties.
- Minor children or any other third parties are not allowed to critique art work, have any input or provide any requests, opinions or instructions to the artist in terms of commissioned art being created for a client. Avianne will only deal with the client directly and may request that family members, friends or any other third parties not be present if such presence is found to be distracting, unprofessional, frustrating, obstructive, inappropriate, confusing or derogatory to the artist, their assistants or their creative process in any way, shape or form.
- In the case of an art work presented to a board or official, executive decision making group of any kind, Avianne will only deal directly with the group in an official capacity and will not change, alter or pursue any work unless there is full agreement among board members. This may prolong, delay or frustrate the creative process outside of Avianne's control and may result in extra costs incurred for which the official private or corporate client will be fully and immediately responsible.
- A refusal by any party to honor meeting times, contractual obligations or ethical business practices will result in a severance of all such agreements and any further business being discussed or commencing, perceived or otherwise agreed upon.
- Avianne reserves the right to refuse conducting business in any type of way, shape or form, at any location, at any time if conditions are found to be unprofessional, unsuitable, unsanitary, unsafe or sinister in any way, shape or form.
- Indefinite postponing or obstruction, as well as unresolved or unexpected and / or continued changes to or dishonoring of deadlines, payments, art works, meetings, delivery dates, locations, studio visits, business procedures or instruction in any way, shape or form, may result in termination of all business agreements, art work or projects moving forward. Unfinished art work will remain the property of Avianne in case of such events.
- Art work or services that remain unclaimed, unredeemed or unpaid for within what is deemed a reasonable period of time, by Avianne, will automatically become the property of Avianne and may be recycled or resold to another party in any way shape or form, without reimbursement of any payments already made or any future projects being commenced to replace any outcome expectations by any involved party.
- Already existing and / or commissioned art works are sold as is upon completion and Avianne International is not liable nor responsible for any damages, alterations or such, in any way, shape or form made to the art work once in the possession of the purchaser or their designated recipient. If any third party makes any alterations to the art work, including, but not limited to framing, matting, cleaning, adjusting, moving,

lifting, hanging procedures or equipment, place of installation or exposure of the art work to extreme conditions of any kind in terms of not optimally installing or storing or transporting said art work, in any way shape or form, Avianne cannot be held liable for any consequences thereof.

- No art work may be removed from an exhibit, show, classroom, organization, display area or studio environment unless specifically signed out by the student, client, customer or relevant third party. Even a person's own work, samples or such must be signed out of the space officially. Avianne International will not allow art work to leave a space, as far as it is within our control, unless it is officially taken possession of by the correctly identified and / or designated party.
- All contracts must be honored. No exceptions will be made. Payments are to be prompt in the correct currency and using the correct methods as required by us. We will not wave any of our terms or conditions.
- Avianne will not send any party any high resolution photographs, recordings or files of any kind of her work or intellectual property (or presentations) at any time, in any way, shape or form. All such materials and art work remain her intellectual property under all circumstances.
- If business is conducted, in any way, shape or form, outside of the United States, indirectly or directly, under any circumstances, USA local, State and Federal Law will still apply as Avianne International is a USA based company.
- All sales are final, no exceptions. Any breach of contract by any party will result in Avianne International pursuing legal action and / or terminating all contractual agreements to the fullest extent of USA local, State and Federal Law.

2. Studio Policies and Classroom Conduct

Operations and Compliance within and around Facilities:

- The classroom and / or studio space is usually part of a larger building with other occupants (private or public). Persons may not enter the spaces or invade the privacy of other occupants of the building or adjacent businesses or private property without permission.
- No persons may remove or use anything (equipment, supplies, furniture, facilities) without following the required safety procedures and practices, which may or may not involve specific actions or safety equipment or refraining from certain activities within the relevant environment.
- Persons cannot interact with, touch or remove any items that do not belong to them from the space we are occupying without permission.
- Persons may not wander into spaces not allocated for their specific usage without express permission. No tampering with other artists' work or belongings or any equipment or safety gear will be tolerated.
- No art work may be removed from the space unless specifically requested and officially signed out of the studio.

- No cleaning of equipment is allowed in any areas not specifically indicated and students, instructors or assistants are not expected to clean their own equipment unless specifically instructed otherwise, in which case instructions must be followed accurately to ensure the proper maintenance and preservation of such equipment.
- The cleaning of equipment and all related policies for hazardous materials are subject to the policies set forth by the landlord and must comply with State and Federal regulations as far as it pertains to and is controlled by Avianne International and any / all of our affiliates, instructors or contractors. We cannot control nor be liable for misconduct in this regard. Specific restrooms and social spaces will be made available to the students and any other third parties according to the rules and regulations pertaining to the related, specific facility.
- Some facilities may not make public restrooms available for people who do not attend classes or conduct business there. We cannot guarantee restroom use for any third parties or sub-contractors.
- Students cannot be excessively loud or rambunctious or in any way disruptive to other occupants in the rest of the space or adjacent studios, classrooms, office spaces or building(s), private or corporate.
- Third parties (non-students) need to wait respectfully and calmly outside or in a designated area if accommodations can be made for them. No interruptions of the class is allowed and unless specifically tased otherwise, playing, running or being loud or disruptive outside the facility is not allowed either. If no appropriate waiting area can be provided, such parties must wait in their vehicle, properly parked, complying with all local and business property rules or suggested practices.

Homework, Art Work, Personal Belongings and Private Spaces:

- If applicable, it is the duty of the student to organize a proper work area in their private home or studio space in order to complete or work on projects at home. A suitable work space needs to be clean, well lit, well ventilated, comfortable to work in and non distracting. An appropriate space and process with regard to operating an art space at a private property also include an appropriate and safe way to clean equipment, store supplies and any such related activities according to local, State and Federal law.
- All art work or written work of any kind submitted for classroom or job or other application or educational purposes must be completely your own.
- The customer, client or student is responsible for ensuring the safe installation of art work which includes, but is not limited to, structural integrity of the space and using proper installation methods and equipment, suitable for usage within the particle space the work is to be installed within.
- Installation of any art work in a private or business space is up to the student, client or customer. Avianne International may provide services (charged for or otherwise) and / or instructions or suggestions (or not) in this regard at our own discretion but is never liable for installation of art work or any damage or destruction of work that may result from installation in any way, shape or form under any circumstances.
- If art work or personal belongings are left on site, we will save it for the student, customer or client if we find it in time. However, if the art work or possession cannot

be kept on site safely, due to practical reasons, it may be discarded, resold or required to be picked up immediately. We can, at best, only keep it safely and securely, for a limited period of time. The party is responsible for letting us know immediately if anything is forgotten or left anything behind in the class or studio.

- A storage fee may be charged by Avianne International to the relevant party or business if any possessions or art work is required to be stored at any facility.
- Wet paintings or art works that are in progress and cannot be transported without being damaged can be temporarily stored on site with express permission of Avianne International only. Otherwise it is the responsibility of the student to remove the art work until the next class.
- Make sure to always promptly remove all personally owned equipment, personal belongings and privately owned art supplies: Avianne International cannot be held liable for lost, stolen or damaged items of any kind, under any circumstances.
- Mark all items to ensure we know who it belongs to.
- ALWAYS be sure to enquire prior to leaving art work anywhere!
- No persons will ever be accommodated without an appointment or a signed contract for any reason, anywhere at any time.

Instruction Outcomes:

- Avianne International does not claim to offer official degrees, accreditations or qualifications of any kind. We may, legally, offer certificates of completion and merit and will do so according to what is legal and ethical within our scope of expertise.
- In all instruction situations, outcomes largely depend on the student. Instructors can only work with what a student gives them to work with.
- We aim for our classroom settings to be relaxing, safe, peaceful, positive and student-friendly.
- Talent is secondary to teachability and for the best outcomes we require students to be subordinate, self-controlled, mature, respectful and well behaved in classrooms.
- Outcomes are best achieved by students who are committed, teachable and patient. A lesson or project can be repeated, utilizing notes and what has been taught in class on the student's own time. We encourage our students to work on their own time.
- Avianne International cannot guarantee any career or personal outcomes as a result of our instruction, business relationships, connections within any industry or business dealings in any way, shape or form. Students are responsible for their own ambitions to be realized as a result of our business relationship. Unrealized ambitions of any individual who received any assistance of any kind, business or private, from us, are not the responsibility of Avianne International.
- Notes or any classroom material may not be shared with any third party and is subject to copyright as described throughout the entirety of this document.
- In certain classes, homework is required and students are required to do the homework given in order to stay on par in class.
- A failure to do class homework or deviating from course material and or provided projects may result in less than ideal outcomes or may be ground for dismissal.

- Outcomes cannot be guaranteed as it mostly depend on efforts, commitments, attitudes, ambitions, relationships, pursuits, work, environments and circumstances outside of our control.

Appropriate or Inappropriate Items, Persons, Artwork, Apparel:

- Our business strives to be family friendly and inclusive of a variety of persons from a variety of walks of life. Family members, including minors, may enter our facility to view work, attend our art shows or engage with us in the classroom shortly before or after class. We therefore strive to keep our environment family friendly at all times.
- Students cannot bring or operate toys, electronic devices like cellphones, Gameboys, iPods or general homework, activities, computers, projects, entertainments, pets, reading material, video material, recording devices, cameras, equipment, outside instruction methods, notes, visual, recorded or written materials, supplies or other art or craft projects or any other distracting or inappropriate items the instructor deems unfit, to class.
- Clients need to respectfully limit their use of electronic devices during meetings. No photographs or visual recordings of any kind are permitted at any time.
- We do not allow outside persons in our studio unless we directly conduct business with such a person. Siblings, friends, parents, associates, or any other third parties, human or animal, must remain outside the studio or classroom setting during allocated instruction or meeting time together. Such parties are not the responsibility of Avianne international in any way, shape or form.
- Avianne International does not cater to, will not create, sponsor, facilitate nor knowingly engage in any publications, projects, parades, events or any other activities, directly or indirectly, where X-rated subject matter (suggestive, visual or auditive), sexualized behaviors, nude art, nude studies, nude figure drawing, obscene or pornographic art topics or visual studies are being practiced, promoted or engaged in at any time, online, in person or in any tangible or philosophical form, whatsoever. We will not allow such material or world views in or near our classrooms, promotions, events, efforts, business or in on-line communications. If anyone is ever found to be engaged in these kinds of practices on our premises or via on-line communications, events or promotions with us in any way, shape or form, all instruction and projects or business activities or affiliations may be terminated with the other parties involved, without compensation or reimbursement.
- We do not promote nor will we engage in accommodating any alternative lifestyle choices, cult activities, or sub-cultural pursuits (political or otherwise) beyond what is respectful and appropriate within our business. We do not accommodate any type of personal or professional drama or issues as it interferes with our business' ability to conduct professional services.
- We do not conduct art exhibitions or art contests that involve any of the above mentioned subject matter or practices and will not accept such art work or performances into any art contest or exhibition type event that we control. We cannot be responsible for such activities, in any way, shape or form, outside of our control at such events or in situations that we do not or cannot control.

- No food or drink is allowed except water (exceptions for adults or special cases may be made at the instructor's discretion). Absolutely NO NUTS allowed.
- Avianne International (or any business, organization or individual affiliated with us) is not liable for any art supplies or art methods that may, unknown to us, include any chemicals, instructions or practices that may endanger any persons in case they do not behave appropriately or safely in connection with such chemicals, instructions or practices.
- We do not allow hair hanging in the face or clothing hampering movement within a setting of instruction as it hampers learning or may even present a safety issue.
- Absolutely no gang-related, political or overtly religious attire as we wish to keep the focus on our art making and retain a relaxed, all-inclusive atmosphere.
- It is recommended that students wear clothes that are old and inexpensive to studio visits and during class or purchase protective clothing specifically for studio purposes to be worn in case of spills or damage. Students can either purchase their own or make use of coverall, overalls, frocks or aprons provided (only if available for student or third party use on site).
- No third party, nor Avianne International, can be held liable for damage to clothing, art work or personal belongings as a result of art instruction or art practice of any nature.
- Items or wardrobe choices such as bulky clothing, excessive jewelry, extremely long nails, or long, untied hair can hamper certain art techniques and frustrate the learning process, even damage art work or cause injury, for which Avianne International will not be liable.
- If a student's attire is of such a nature that it physically interferes with the art making of any other student or provides a significant liability issue in the classroom, a student may be asked to stop art making in the classroom until the situation with the attire can be resolved appropriately.
- Closed-toe shoes, protective head and eye-gear as well as any other gear or equipment may be advised and / or required for heavy duty environments or situations with regard art making of any kind.
- Bare feet are not allowed in any art related environment for safety reasons.
- Sometimes a student may be legally required to wear specific attire or to not operate certain equipment unless they meet certain training or knowledge standards.

Class Times, Meetings and Emergencies:

This pertains to, but is not limited to, business meetings, on or off site (at any location or on-line), classes, arrangements, studio visits, appointments and any such activities that need to take place by a certain time, within a specific time frame and start or end at a specific time, under all circumstances. Please be aware of the following:

- Persons may not arrive too early or stay too late or leave any minors unattended.
- Persons may not arrive constantly late and / or leave early in a disruptive way during class or scheduled meetings of any kind.
- Individuals may arrive up to 5 minutes before a class or meeting starts and stay up to 10 minutes after a class or meeting ends.

- Please be considerate to instructors in this regard: The instructor cannot leave students unattended and cannot leave students roaming around in the building either. Therefore: if you come too early or stay too late, you are forcing the instructor to be an unwilling (and unpaid) babysitter.
- Students who arrive more than 5 minutes late for class or leave more than 10 minutes early also disrupt classes for other students. In case of emergency exceptions can be made.
- In case of a classroom emergency a friend or spouse will be contacted and will need to be available to fetch the student. It is up to the relevant parties to ensure that the instructor has updated emergency contact details available. If none are provided otherwise, we will use the contact details provided in sign-up forms or registration forms on-line or (in some cases) in person.
- In case of emergencies, we reserve the right to contact emergency responders and we will not be liable for any resulting costs, damages, injuries or deaths incurred in any way, shape or form, at any time, anywhere in any situation under any circumstances, for any reason whatsoever.
- If class times, meeting times or appointments are not honored, it may result in costs incurred and the client, customer or student may be liable for any such costs and billed accordingly.
- If Avianne international experiences in any way that our time is not being honored, we reserve the right to terminate all business dealings with the party involved, effective immediately.

Rescheduling, Missed classes & Make-up Classes:

- Classes are generally non-refundable and rescheduling may result in a transfer of fees to / credit for future classes or loss of fees altogether, depending on the situation.
- Meetings or appointments can be rescheduled at mutual convenience of all parties involved, reasonably ahead of time if possible, usually within 24 hours.
- When you sign up for any classes, it is your responsibility to attend those classes and make the best use of your time in class and the content provided.
- Opportunities to do make-up sessions for missed classes are available at the discretion of Avianne International and may or may not be available at no or extra cost to you, depending on the specific case.
- Make-up classes, if offered, will only be offered IF the student is sick or have an extreme family emergency. Proof of being sick / an actual emergency may be required.
- In cases when make-up classes are not offered and a student is actually sick or having an emergency, credits will be offered for future classes or refunds (full or partial) may be offered at the discretion of Avianne. A student experiencing an emergency will, in other words, be reimbursed in full or in part (via credits, transfers or refunds), depending on the situation.
- Students are required to attend class regularly and on time. Students who miss class, show up late or leaving early on a recurring basis from classes will risk having classes terminated.

- Students who miss classes or who do not focus adequately in class may be unable to complete projects in a timely fashion and our instructors or assistants are not responsible for this occurrence.

3. Online Rules of Engagement

- Individuals must stick to suggested project presentations, requirements, time-frames and any relevant online meeting times scheduled. In case of emergency: meetings must be rescheduled. Failure to reschedule meetings in a timely fashion (24 hour notice) may result in forfeited online meetings / classes. If meetings cannot be conducted at all, then the course is either forfeited or will be postponed in cases of illness or family emergencies.
- A course can only be postponed once and for a period of one year, unless this is not practical. A friend or family member may be allowed to commence with the course instead if they are approved according to our screening process.
- Individuals cannot duplicate / teach / re-appropriate the course material into or in full or in part as any online or physical course or methodology or personal or professional sales. Copyright and Intellectual Property laws as described in the entirety of this document apply.
- All deadlines, notes provided, course instructions, codes of conduct, payment policies, and all or any other s[specifications in this regard must be followed exactly as it would be expected in an in-person business or classroom situation.
- As in all business or classroom situations, outcomes depend on all parties involved. We cannot control nor guarantee outcomes that we cannot control.
- It is up to the individual client, customer or student to make sure they understand the exact terms of any purchased or commissioned online course, service, product, art work or any other engagement they commence with regarding any transactions or other pursuits, in any way, shape or form, pursued with Avianne International, before proceeding.
- Avianne International has no obligation to ensure the online viability of any online classes, courses or business dealings from the standpoint of technology or logistics as far as it depends on the other party.
- Individuals who take online classes or wish to do online business of any kind must themselves provide adequate computer, internet, Skype (or alternate app specifically mentioned in the relevant course description), phone and email options for Avianne International to be able to communicate and deliver any relevant classes, meeting sessions, products or services via technology to the individual effectively.
- Part of signing up for online classes or business deals of any kind, including receiving art work at a certain location, may require a person, organization or business to be able to receive a mailed, physical supply kit / mailed instruction manuals / other correspondence / bills at a physical address, safely and in a timely fashion. Avianne International is not liable for theft or mis-delivery in any way. A tracking number will be provided and the student will carry added shipping costs in cases of added shipping costs / customs / shipping security or delivery costs incurred, relevant to their specific class or course.

- A student must be 18 years old to sign themselves up for any on-line course.
- Should any individual we engage online violate any laws or regulations of their home country, state, province or city in acquiring classes from Avianne International, then the student will be liable for such violations under the applicable laws and Avianne International will be held harmless.
- Avianne International is not liable for third party on-line or digital service or product providers of any kind who may cease service provision at any time for any reason to any part of the world or to a specific individual.
- We communicate with students, clients or customers mainly through email.
- Individuals must check their email and respond in a timely fashion.
- Non-responsiveness in terms of communications of any kind, after 3 attempt to reach a person, will be assumed to be an indication of termination of the project or activity in question.
- If a project or class of any kind is delayed for any reason, in any way, shape or form, extra costs may be incurred for which the client or customer will be responsible.

4. Payment, Communications and Registration Policies

Payments, commencement of art work, events or projects and / or registration for classes in any way, for any reason is usually required upfront, in full or in part, on-line, using our specified, secured procedures and platforms. Specific amounts and percentages will be clarified if needed and in any additional contracts, invoices, communications or instruction if and when required. No persons will be accommodated unless our payment and registration procedures and platforms are being honored. We only accept payment in the USA dollar currency. We do not accept payments in any other form or currency, FIAT or otherwise. No cash payments are accepted.

- A student must be 18 years old to sign themselves up for anything.
- Parents or legal guardians must sign up a student who is under 18 years of age (please enquire as we do not cater to children or teens in general).
- Registration on-line applies to ALL new students or group class students as well as workshops, events, any other initiatives and all other class options offered unless specified otherwise. The registration fee will vary depending on the type of class. Payment is mostly required upfront due to costs incurred.
- In the case of art sales or commissioned work.
- We do not accept checks or cash for any of our services - online payments are our only accepted form of payment and is contingent upon a student or client signing our policies and terms and conditions. In case of emergency, if agreed upon by Avianne only, checks may be accepted if a paper version of these policies, terms and conditions are agreed upon and signed off on.
- Initial registrations and payments will usually be required on-line. If for any reason it cannot commence on-line, we will provide a written contract that must be signed to clear any commencement of any business activities of any kind.

- We reserve the right to refuse to accept checks or cash payments for physical art work. All payments must be made on-line, via bank account, debit or credit card as instructed by Avianne.
- A registration fee may or may not be part of the class fee or may or may not be part of the overall fee for a specific workshop, seminar, event, etc.
- A deposit payment or payment in full may be required for any art work or art projects.
- Booking fees may be required upfront for certain classes / courses / projects.
- Payments, registration fees, deposit payments, art work payments, according to proper required registration procedures in any way, shape or form, not being honored or payments not made in full by a stipulated deadline will be considered overdue and may result in immediate termination or non-commencement of classes or any related art work or projects.
- Payment can be accepted via PayPal, Square or WaveApps or event related apps or methods, if specifically specified otherwise, currently. We do not accept payments from unverified, sinister or unsecured online sources.
- We absolutely do not accept crypto currency or currency in any other form than the USA dollar, of any kind as we have no proper way to process it practically, financially or administratively.
- All fees and deposits are generally non-refundable, unless otherwise indicated or in the event of a warranted emergency or an entire class or event getting cancelled due to unforeseen circumstances or lack of interest.
- Internet or e-mail communications, online invoicing and payment instructions are standard 21st century practice. No exceptions can be made.
- It is up to the Client or Customer to know how to send, receive, print and open emails, invoices, contracts, pictures, documents, attachments or any such material.
- Non-responsiveness in terms of communications or payment, after 3 attempt to reach a person, will be assumed to be an indication of terminations of the project or activity in question.
- Our instructors, assistants or other third party contractors or affiliates are not authorized to accept any payments (cash, on-line or via check or debit / credit card) on behalf of Avianne International (unless specifically instructed otherwise by Avianne), and such payments will not be accommodated before, during or after a course or class of any kind is presented. Our online and / or electronic payment systems are secure and intended for this purpose, should a payment need to be processed quickly.
- Avianne International, or any third party associated with us, will not be responsible for any negligence or other methods or conduct by a student or any third party which results in compromised identity or financial information of a student or any third party. It is the responsibility of the student / parent to keep their online financial information secure and private at all times as personal computer or third party internet security issues / phishing / hacking attempts are outside of the control of Avianne International.
- If our payment and / or communications policies are not being respected or upheld by any party wishing to conduct business with Avianne International, we will terminate business with such an individual and may do so without reimbursement at our discretion.

5. Emergency Procedures

In case of a medical, criminal or mental emergency in any way, shape or form, occurring as such (physical and / or emotional and / or mental in nature), Avianne International is fully released of any liability for any person's potential illness, injury, allergy, disease, death or traumatic experiences.

- An emergency contact must be provided to Avianne, in writing, at the commencement of any class, business venture or project. This is the responsibility of the student / client / individual / business that Avianne conducts business with and Avianne International is released from all liability involving failure to provide such information in an accurate, timely or sensible fashion.
- Allergies, medical or mental conditions and / or disabilities of any kind must be disclosed to Avianne upfront in writing. Failure to do so holds Avianne not liable for any related potential outcomes in terms of being unable to reach an emergency contact. If an emergency contact is properly provided but cannot be reached, Avianne International is not liable for not being able to reach such a person or persons.
- Failure to provide an emergency contact or unavailability of said emergency contact may result in situations outside of Avianne's control, potentially causing many unforeseen consequences.
- In the event of above described emergencies, the emergency contact will be contacted and / or an ambulance or medical professional may be contacted to prevent loss of life or worsening of the emergency at hand. Avianne International is not liable for any outcomes resulting from any emergency of any kind, in any way, shape or form, including, but not limited to financial and emotional consequences of any kind. All potential billing will be directed at the student, parent, legal guardian, organization, individual or business entity that is the client of Avianne International.
- Avianne International cannot guarantee access to any emergency contact or access to nor the presence or arrival of anyone with CPR capabilities or relevant medical expertise during the occurrence of any type of medical emergency and is hereby released from any liability potentially connected to such an event.
- Avianne reserves the right to contact local law enforcement, first responders and / or medical professionals at her own discretion during any type of emergency and / or perceived threat and may not be held liable for any costs, losses, activities or outcomes incurred as a result, under any circumstances.

6. Model Release and Permission of Usage

This releases Avianne International from any liability or restrictions in using visual or recorded depictions or written descriptions of any related interviews, materials, quotes or any type of visual, auditive or written material produced by the individual, business or organization or of the individual, business or organization. Permission is hereby granted to Avianne International (without restriction) to:

- Photograph, record or quote an individual, any related minor child, art work, property, business, organizational activities or creative process in the scope of participation in activities that are directly or indirectly related to Avianne International.
- Use such images, writings or recordings, visual, auditory or written, as part of marketing materials, printed materials by the media, press releases, including (but not limited to) websites, on-line marketing, magazine or newspaper articles, promotion, commercial advertising, brochures and more. Copyright of photographs & all related materials: Avianne International, © 2016, All Rights Reserved.

I / we (the undersigned) understand this to furthermore pertain to the following:

For valuable consideration received, I grant to Avianne International and any third party employed by Avianne International for the purpose of photography, the absolute and irrevocable right and unrestricted permission concerning any photographs that they have taken or may take of me (or my minor children) or in which I (or my minor children) may be included with others, to use, reuse, publish, and republish the photographs in whole or in part, individually or in connection with other material, in any and all media now or hereafter known, including the internet, and for any purpose whatsoever, specifically including illustration, promotion, art, editorial, advertising, and trade, without restriction as to alteration; and to use my name or my children's names in connection with any use if Avianne International or a relevant third party so chooses.

I release and discharge all involved parties from any and all claims and demands that may arise out of or in connection with the use of such photographs, including without limitation any and all claims for libel or violation of any right of publicity or privacy. This authorization and release shall also inure to the benefit of the heirs, legal representatives, licensees, and assigns of Photographers or Artists or Designers, as well as the person(s) for whom they took the photographs. I am a legally competent adult and have the right to contract in my own name or on behalf of my minor children. I have read this document and fully understand its contents.

This release shall be binding upon me and my heirs, legal representatives, and assigns. I understand that Avianne International, the Avianne Academy of Arts or any relevant third party cannot be held liable for any usage of images outside of their control. This release has no expiration date and cannot be revised or circumvented in any way.

7. Contract & Liability Disclaimer

I / we (the undersigned party / parties conducting any business activities or communications with Avianne international), understand that this is a legally binding document, that I / we have a legal obligation to meet my contractual obligations with Avianne as stipulated within this document in its entirety and scope. I / we furthermore understand that further classes, projects or art work will not commence unless I fill out, sign and deliver this contract back to the instructor in full.

Release and Waiver of Liability and Assumption of Risk and Indemnity Agreement:

On behalf of myself (the undersigned) and / or my minor child and / or anyone else that I may bring into the facilities provided to watch or participate in Avianne International (© 2019, All Rights reserved) at any location or in any way, shape or form I / we agree to:

- Inspect the facilities and the equipment before making use of it and if I find it to be unsafe or broken in any way, to refrain from using it until it is safe again. I, my minor child and / or anyone else that may accompany me to the facilities will not attempt to move or alter or fix anything regarding the facilities or the equipment. I will make sure I bring any unsafe or potentially harmful situation or object to the immediate attention of Avianne international If I deem any situation, instruction, equipment or environment unsafe, I will refuse to participate any further.
- I / we fully understand and acknowledge that Art activities involve risk which could result in bodily injury, partial and / or total disability, paralysis and /or death. Social and economic losses that may result from injury, disability, paralysis or death could be severe. These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, including, but not limited to, the Releasees who agree to this document in its entirety. There may be other risks not known to us or that are not reasonably foreseeable at this time.
- I / we accept and assume such risks and responsibility for the losses and / or damages following such injury, disability, paralysis or death, however caused and whether caused in part or as a whole by the negligence of the Releasees named in this contract.
- I / we hereby release, waive, discharge, covenant not to sue Avianne International or any third party affiliated with Avianne or any affiliations or creators of equipment used by the participant, including the facility's owners, managers, leaders, volunteers, lessees of premises used to conduct classes, events or programs, premises and event inspectors, underwriters, consultants, contractors and others who may give recommendations, directions, or instructions to engage in risk evaluation or loss control activities regarding the facilities or procedures or any events held at such facility and each of them, their directors, officers, volunteers, leaders, employees, agents, representatives, assigns, all for the purposes herein referred to as "Releasee" from all liability to the undersigned, my / our personal representatives, assigns, executors, heirs and next of kin for any and all claims, demands, losses or damages and any claims or demands therefore on account of any injury, including but not limited to the death of the participant or damage to property, arising out of or relating to the event(s) caused or alleged to be caused in whole or in part by the negligence of the release(s) or otherwise.
- I / we hereby acknowledge that the activities of the event(s) are very dangerous and involve risk of serious injury and / or death and / or property damage. Each of the undersigned also expressly acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures of the release(s).
- Each of the undersigned further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event(s) is / are conducted and that if any

portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.

- On behalf of the participant and individually, the undersigned partner(s) and / or legal guardian(s) will reimburse the Releasee for any money which they have paid to the participant, or on his / her behalf, and hold them harmless.
- I / we furthermore accept full responsibility for any legal or other fees incurred by any party mentioned in this document, should I wish to violate or challenge this agreement in any way.
- I / we also undertake to adhere to the policies practices as set out in the entirety of these terms and conditions. I / we understand that failure to comply with any studio practices or policies as set out by the instructor, Avianne International or the facilities leased could result in immediate termination of classes without notice and without a refund.
- I / we understand that the release(s) cannot be held liable for any action by any student that may result in termination of classes.

I / WE HAVE READ THE Release and Waiver of Liability and Assumption of Risk and Indemnity Agreement as well as the terms and conditions put forth in the entirety of this document by Avianne International, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I / WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY AGREEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY, IN ANY WAY, SHAPE OR FORM AND BE FOLLOWED TO THE GREATEST EXTENT ALLOWED BY ANY LAW.

I / we legally, irrevocably and fully have read as well as fully understand and agree to all the terms and conditions in the entirety of this document by agreeing to it in person via a physical signature, on-line signature, emailed acknowledgment and / or marking these terms and conditions as “agreed upon” on-line or in person in any way, shape or form.