Precollege Summer Institute RESIDENTIAL Program Participant Agreement

The Agreement below must be agreed upon by the Program Participant, hereinafter called "The Participant" and the parent/legal guardian of The Participant, hereinafter called "The Guardian", at the time of registration for any precollege UCLA Summer Institute Program for advanced high school students, hereinafter referred to as "The Program" which includes any related activities arising therein.

Program Name:
Program Dates:
Participant Name:
Name of The Guardian completing this form:

We are excited that you will participate in UCLA Summer Sessions. We are committed to offering all Participants an educational experience of the highest quality, and also maintaining a safe and respectful learning environment. You will be entering into a community of students and educators and will be expected to conduct yourself in a manner which demonstrates respect for yourself, your fellow Participants, UCLA's faculty and staff members, Program administrators and counselors, and members of the local community.

- 1. This Participant Agreement shall be in effect during The Program and for any extended period agreed upon by The Participant and the UCLA Office of Summer Sessions, whichever is longer.
- 2. The Participant must abide by the rules and regulations set forth by the Regents of the University of California, on behalf of its Los Angeles campus, hereinafter called "The University," or "UCLA," including, but not limited to, rules and regulations of the UCLA Office of Residential Life (www.orl.ucla.edu/regulations) and the UCLA Office of Summer Sessions, hereinafter called "Summer Sessions" at www.summer.ucla.edu. Participants will be expected to meet the highest standards both academically and behaviorally and will be held fast to a commitment to academic and personal integrity, respect for all members of the community and teaching, research, administration, disciplinary procedures, or other University activities, regard for the basic rules of physical safety, compliance with directions of University or other public officials, and cooperation with adult supervision. Conduct that threatens the health or safety of any person or that poses a threat of causing damage to University or community property will not be tolerated. Furthermore, Summer Sessions has a "Zero Tolerance" policy with regard to alcohol, illegal drugs (including manufacture, distribution, use, possession, or sale thereof, or the attempted manufacture, distribution, or sale thereof), theft, lewd or indecent behavior, sexual, racial or personal harassment or intolerance, or use of unauthorized transportation. Use of any Tobacco Product as defined in the <u>UCLA Policy 810</u>, including smoking, chewing, spitting, inhaling, ingesting, burning, or carrying any lighted or heated

Tobacco Product is prohibited on any University Owned or Leased Property including residential halls. Participants are subject to discipline, up to and including dismissal, for conduct in violation of the foregoing standards.

- 3. The Program carries UC credit, and The Participant's accomplishment of the UCLA coursework of The Program will be reported in terms of grades. Grades will be recorded on an official University of California transcript, a permanent record that reflects all courses and units completed at UCLA. It is responsibility of The Participant and The Guardian to verify whether the credit earned from The Program can transfer to The Participant's desired institution.
- 4. The Program may include curricular, co-curricular, and extracurricular activities, hereinafter referred to as "Required Activities", which allow Participants to experience the academic rigor of UCLA, and a mandatory residential plan, which provides Participants with an opportunity to experience college residential life. The Program is intended for highly motivated, mature high school students. Participants are considered to be maturing adults, capable of making their own decisions, as well as accepting the consequences for those decisions. As such, The Program will provide limited supervision only. While optional evening and weekend activities may be available at residential halls and curfews will be enforced, The Participant's whereabouts outside of The Program's Required Activities will not be monitored. Participants must participate in and be punctual to all Required Activities of The Program, including, but not limited to, all classes, group meetings and orientations, special functions, meals, and excursions, if applicable, unless otherwise authorized. No make-up activities will be provided. Program faculty and administrators reserve the right to dismiss a Participant for repeated tardiness to and/or unauthorized absences from Required Activities for reasons other than unforeseen emergencies. Participants may plan their time and travel on- or off-campus independently or choose to participate in evening or weekend programming activities when there are no Required Activities so long as they abide by the terms of this Agreement.
- 5. Participants may be absent from The Program's Required Activities due to medical reasons or emergencies. Absences may affect successful performance in The Program, and full participation in Required Activities is essential to The Participant's success in The Program. Any foreseeable absence for medical reasons that may warrant exceptions to The Program's Required Activities must receive prior approval from The Program.
- 6. The Participant and Guardian understand that they should consult The Program concerning any foreseeable absence as soon as possible prior to The Program start date and that in the event that the requested absence is detrimental to The Participant's success in The Program, The Program may consider cancelling The Participant's registration. Any Participants who do not attend Required Activities without prior approval will be subject to immediate dismissal from The Program.
- 7. With regard to The Program's residential plan, The Participant must abide by evening curfew times unless otherwise authorized and to sleep in the assigned room each evening. Guests and visitors will not be permitted above the lobby floor of the UCLA Residence Halls without permission. Evening curfews are enforced by UCLA staff, and exceptions may be granted for

reasons deemed appropriate. Only The Guardian may complete and submit the Curfew Exception Request Form, acknowledging the curfew policies and authorizing The Participant to travel independently beyond curfew. Any Participants who violate the curfew without prior approval or who fraudulently request curfew exceptions will be subject to immediate dismissal from The Program. All requests, if foreseeable, must be received at least 24 hours prior to the planned departure time. Requests that are deemed excessive or may affect successful participation in The Program will not be approved.

- 8. Clothing/Appearance: Participants are expected to dress neatly but casually and refrain from wearing overly revealing clothing or beachwear except when appropriate. The Program may have specific clothing requirements (e.g., concert wear), and Participants should consult the Program website for details.
- 9. Motor Vehicles: All residential Participants are encouraged not to bring a car to campus as short-term parking near the Residence Halls cannot be guaranteed. Those Participants who bring their own vehicles to campus must purchase an appropriate parking permit. Participants are required to use campus-approved transportation for all off-campus excursions and events unless otherwise authorized. Participants will not be permitted to use their own vehicles during the hours of The Program except for personal emergencies. Participants may not transport other Participants without written permission from The Guardians of all Participants involved.
- 10. Permission for Use of Name, Image, and Statements: The Participant and The Guardian grant The Regents of the University of California permission to record and reproduce the photographic image, videographic image, and oral or recorded statements of The Participant or any part of The Participant's original project or performance, as well as The Participant's name, identity, and voice, in any publication of The Regents of the University of California intended for furthering the mission of the University, including research, educational, promotional, fund-raising, or other related use, including but not limited to, film broadcast, printed publications, webpages, and web-based publications, associated with The University. The Participant and The Guardian waive and release The Regents of the University of California, its officers, agents, and employees, from any claim or liability relating to the use the photographic image, videographic image, and oral or recorded statements of The Participant or any part of The Participant's original project or performance, as well as The Participant's name, identity, and voice. The Participant and The Guardian acknowledge that The Regents of the University of California will rely on this permission and release in producing, broadcasting, and distributing materials containing the photographic image, videographic image, and oral or recorded statements of The Participant or any part of The Participant's original project or performance, as well as The Participant's name, identity, and voice, and that neither The Participant nor The Guardian will receive any money or remuneration of any kind from The Regents of the University of California related to this permission and release or the materials covered by this permission and release.
- 11. Use of Technology: Participants are subject to all existing laws (federal and state) and University regulations and policies on use of technology, including not only those laws and regulations that are specific to computers and networks, but also those that may apply generally to personal conduct such as:

- UC Electronic Communications Policy: http://policy.ucop.edu/doc/7000470/ElectronicCommunications
- UCLA E-mail Policy and Guidelines: http://www.adminpolicies.ucla.edu/app/Default.aspx?&id=455
- IT Services Acceptable Use Policy: http://www.bol.ucla.edu/policies/aupdetail.html
- The UC Policy on Copyright Ownership: http://copyright.universityofcalifornia.edu/resources/copyright-ownership.html
- Bruin OnLine Service Level Agreement: http://www.bol.ucla.edu/policies/BOL_SLA.pdf

Any violation may result in technology related privileges being restricted or revoked and may also result in The University undertaking disciplinary or civil action. If the violation constitutes a criminal offense, appropriate legal action may be taken.

- 12. Medical Responsibility: The Participant and The Guardian certify that there are no known emotional, medical, physical, or mental health concerns which may hinder participation of The Participant and/or other fellow Participants, even with reasonable accommodation. The Participant is expected to have consulted with his/her healthcare providers, as The Guardian may deem necessary, with regards to any individual medical, physical, or mental health needs. The University will not be responsible for attending to any emergent medical, physical, or mental needs of The Participant other than as an accommodation for a previously disclosed and documented disability; no assistance for such needs may be provided by the University or its agents including, but not limited to, the Program faculty or staff. The Participant and The Guardian acknowledges that The Participant must meet any and all applicable vaccination requirements and remain in compliance with UCLA protocols in order to participate in The Program.
- 13. The Participant and The Guardian acknowledge and agree that, in the unlikely event that The Participant requires medical care or experiences a medical emergency while attending The Program, University staff and its authorized representatives may provide an attending healthcare provider (including a paramedic) with The Participant's emergency contact information. In the event that minor medical attention is needed by The Participant during The Program's activities on campus and The Participant is ambulatory, The Participant will be directed to the UCLA Ashe Student Health & Wellness Center for primary care within normal University business hours. The Participant and The Guardian acknowledge that treatment at the Ashe Center may result in additional fees for such services. All costs of any paramedic transportation and/or medical attention or treatment rendered to The Participant shall be the sole responsibility of The Participant and The Guardian. The University and The Regents of the University of California shall not assume responsibility for any of The Participant's medical expenses. The University will make reasonable efforts to inform The Guardian of those instances of which it is aware that The Participant required medical attention.
- 14. No prescription or over-the-counter medication will be available on site. The Participant and The Guardian are solely responsible for provision and (self-) administration of any needed

prescription or over-the-counter medication as directed by their healthcare provider(s). If refrigeration is required, Summer Sessions will make reasonable efforts to provide access to a refrigerator. Requests for access to a refrigerator must be received by May 15 of the year of The Program.

- 15. Health Insurance: The Participant is required to maintain sufficient health, accident, disability, and hospitalization insurance while traveling to and from The Program, as well as throughout participation in The Program. By registering in The Program, The Participant and The Guardian certify that The Participant has sufficient insurance coverage, including any coverage that may be required by law.
- 16. Accommodations for Disabilities: The Participant must be capable of meeting the fundamental requirements of The Program, with reasonable accommodation if needed. Disclosure of information regarding disabilities and requests to be accommodated for the disabilities will allow UCLA to ascertain the reasonableness of such requests. The Center for Accessible Education is The University's office in charge of addressing possible accommodations. If The Participant has an existing disability(ies) that requires certain accommodations to meet The Program's demands, The Guardian must formally request the said accommodations by submitting a complete Request for Accommodations Form to confidential@summer.ucla.edu no later than May 15 of the year of The Program. Timely submission will allow Summer Sessions to coordinate with Center for Accessible Education to determine the reasonableness of the request(s). Requests must be deemed reasonable and feasible for provision. In the event that the requested accommodation is deemed not reasonable or feasible by Summer Sessions, The Guardian will be contacted to discuss other accommodations that may be recommended. In the event that agreement on a reasonable accommodation cannot be reached. The Guardian may withdraw The Participant from The Program and will receive a full refund of valid payment received for The Program.
- 17. Under the 1974 Family Educational Rights and Privacy Act (FERPA), The Participant may be entitled to certain privacy rights as stipulated under FERPA. The Participant agrees to waive FERPA rights in the following respect only: The Participant authorizes The University to share information on The Participant's participation in The Program including, but not limited to, enrollment, performance, disciplinary action, and payment, with all parents/guardians and emergency contacts provided in the application, registration, and questionnaire forms during registration through September 30 of the following year. The Participant also understands and agrees that s/he must contact the UCLA Summer Sessions at confidential@summer.ucla.edu with a copy to The Guardian in order to request discontinuance of such sharing.
- 18. The University will provide The Participant with either a double or triple-occupancy furnished room in a residence hall for the term of this Agreement at its sole discretion. The provision of housing is subject to availability, and The University reserves the right to change housing assignment at any time during The Program or to cancel housing without prior notice. In the event that housing is cancelled due to UCLA residence hall space unavailability, The Participant's housing fee will be refunded. The University does not promise or guarantee to The Guardian and The Participant an assignment to any specific roommate, any particular room, facility, or amenities including, but not limited to, climate control and laundry in close

proximity. The terms and conditions set forth herein apply to all room types occupied by one, two, or three residents. The University shall furnish two meals per day, breakfast and dinner. Dinner will be the first meal served on the first day of this Agreement. Breakfast will be the last meal served on the last day of this Agreement.

- 19. The University will make a reasonable effort to assist Participants with dietary restrictions and understanding their food options. However, The Participant must acknowledge that there are certain risks of cross-contamination in using the facilities on campus and that The University cannot assume responsibility for strict adherence to the specific dietary needs of The Participant. Any Participant who wishes to request special meal options must submit a request to confidential@summer.ucla.edu no later than May 15 of the year of The Program. Such a request does not guarantee that accommodations can be made.
- 20. The University assumes no responsibility for knowing The Participant's whereabouts prior to the start of The Program and after the conclusion of The Program. Participants are responsible for their own means of transportation to and from the Program check-in and check-out location. In the event that The Participant's travel logistics warrant additional lodging accommodations beyond The Program's check-in and check-out dates, The Guardian is fully responsible for securing any additional housing and meals, as well as for arranging any necessary supervision. If The Guardian wishes to arrange additional lodging through The University, The Guardian shall provide a written request to the Office of UCLA Summer Sessions, specifying the reason, supporting documentation, and requested lodging accommodation details by the end of The Program's first day. Such requests do not guarantee accommodations, and late requests will not be accepted, with the exception of force majeure events. The Participant and The Guardian understand that no supervision will be provided outside the Program period and that The University assumes no responsibility for The Participant's supervision during additional lodging period if applicable. Additional lodging requests will be subject to varying nightly fees set forth by the UCLA Office of Summer Sessions. The said fees are non-refundable under any circumstances or at any time. The Guardian will be notified whether the requested accommodations can be arranged and what the nightly rate will be prior to conclusion of The Program. If the request is granted, advance payment of the said non-refundable fees is required. Failure to pay will automatically result in cancellation of the request. In the event that The Participant arrives prior to The Program's check-in date or fails to check out from the University housing facility, requiring additional lodging without previous agreement and arrangement with Summer Sessions, The Participant and The Guardian agree to waive and release The Regents of the University of California and its officers, agents and employees, from any claim or liability relating to The Participant's presence on campus prior to the start of The Program. Furthermore, in such an event, The Participant and The Guardian also agree that the University may provide lodging but no supervision at \$300 per night plus a \$150 late booking fee. The said fees are due immediately and non-refundable under any circumstances or at any time.
- 21. The Participant shall not sublease the room or use it in any other manner than as a personal residence. The Participant shall leave the room in an undamaged, clean, and orderly condition at the termination of this Agreement. The Participant shall not perform or arrange for non-University staff to perform any repairs of damages or any corrections of deficiencies in the

premises, either during or upon termination of The Participant's tenancy. Participants are responsible to report deficiencies and damages to the front desk. Notwithstanding such a report, The Participant shall be liable for any damage done to the premises or deficiencies caused by The Participant. Normal wear and tear is expected.

- 22. The University may enter The Participant's room during normal working hours for cleaning, maintenance, and/or any reason allowed by law, including but not limited to a need to make repairs, to ensure compliance with health and safety regulations, or in the event of an emergency, building evacuation, or abandonment of the room by either The Participant or The Participant's roommate(s).
- 23. The Participant and the Guardian shall pay all fees for The Program in full, including the housing fee, in accordance with the amounts specified by Summer Sessions on the Summer Sessions website at www.summer.ucla.edu. Fees are not refundable after the refund deadline specified on the Summer Sessions website, nor will they be prorated at any time. In the event of early check-ins and late check-outs outside of the designated Program check-in and check-out dates, The Participant shall pay additional fees for housing and meals in accordance with the amounts specified by Summer Sessions. In the event of lost, broken, or unreturned key cards, The Participant may be assessed additional fees. All such additional fees will not be refunded.
- 24. The University assumes no responsibility and provides no insurance or financial protection for The Participant's personal property.
- 25. Mold and mildew may be injurious to one's health. Therefore, The Participant shall inspect the premises, and every part thereof, at the outset of the tenancy, for any signs of moisture, mold, or mildew therein. The Participant shall thereafter keep the premises well-ventilated, clean, and dry of any signs of mold or mildew from all surfaces; promptly notify the front desk of any dampness from leaks, overflows, water intrusion, etc.; and promptly notify front desk of any malfunction of ventilation, air conditioning, or heating systems. The Participant shall be liable for any injuries or damages that may result from any negligent performance of the foregoing duties.
- 26. Construction and/or remodeling or repair of academic, residential and dining buildings on the UCLA campus in the vicinity of the residence halls and apartments may occur during normal daytime working hours, resulting in disturbances and disruptions, including, but not limited to, increased noise and dust in the area surrounding the residence halls and apartments. The Participant agrees that he/she has been advised of said construction, and acknowledges that there may be disturbances and disruptions resulting from construction and has agreed to such.
- 27. Program changes and cancellation: The University reserves the right at any time, without prior notice, to cancel, change, or substitute any advertised activities of The Program in emergencies or changed conditions, or in the interest of The Program or The Participant, at The University's sole discretion. The University will make reasonable efforts to sustain The Program's overall academic objectives, but makes no guarantees about any academic activities or delivery methods. The University reserves the right to alter the cost in order to meet unexpected changes

in Program related activities. Further, The University reserves the right to cancel The Program without notice (subject to refund obligations as set forth on the Summer Sessions website) and reserves the right to decline any application.

- 28. The University assumes no responsibility for failure to perform any terms or conditions of this Agreement due to any force majeure event. In the event of force majeure after the refund deadline as specified on the Summer Sessions website, no refunds will be issued. For purposes of this Agreement, the term "force majeure" shall mean fire, earthquake, flood, act of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, litigation, war or other act of any foreign nation, plague, epidemic, pandemic, power of government or governmental agency or authority, or any other cause like or unlike any cause mentioned above, which is beyond the control or authority of The University.
- 29. The Participant and The Guardian certify that the statements made on the application in connection with this Agreement are true and correct. Providing false or incorrect information to The University is grounds for immediate cancellation of The Participant's registration.

In Closing:

A breach of this Agreement by The Participant, including but not limited to, delinquency in payment, may result in any or all of the following actions: dismissal from The Program, suspension of contracted meals, eviction, and administrative action against the student's status in The University. The Participant shall remain responsible for all Program charges including room and meal charge.

It is understood and accepted that in the event of dismissal, The Participant may not take part in any subsequent Program activities and will not receive a refund, certificate of completion, or an official UCLA transcript. The Guardian and The Participant agree that if The Participant is dismissed from The Program, an authorized adult will be available to pick up The Participant from campus as soon as possible but no later than 24 hours after the violation occurs or before The Program concludes, whichever comes first.

By checking the box below, The Guardian certifies guardianship and legal competence.

I, The Participant's Parent/Guardian, represent and warrant that the said Participant is under my guardianship, conservatorship, or other legal authority, and that I am legally competent to understand and complete this Agreement.

By checking the boxes below, The Participant and The Guardian 1) agree that The Participant will abide by the rules and regulations set forth for The Program, 2) indicate that they have read and understood this Agreement in full, including any and all documents incorporated by reference, and 3) acknowledge that they are entering into this Agreement freely and voluntarily.

✓I, The Participant, have read, understood, and agreed.

I, The Guardian, have read, understood, and agreed.

Executed on <u>1/31/2023</u> [DATE] by:

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Guardian	