

## PRECOLLEGE SUMMER INSTITUTE

## RESIDENTIAL PROGRAM PARTICIPANT AGREEMENT - SAMPLE

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".

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 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 issued by the UCLA Housing Office (www.housing.ucla.edu/uahandbook), UCLA Office of Residential Life (www.orl.ucla.edu/regulations), the UCLA Office of the Dean of Students (www.deanofstudents.ucla.edu), 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, regard for the basic rules of physical safety, 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 UCLA Policy 810, 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. The Participant will be expected to abide by the morning wake-up and evening curfew times set by the Program counselor 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 the permission of the Program counselor.

- 3. The Program carries UC credit, and The Participant's accomplishment for the 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.
- 4. Participants are required to participate in all scheduled sessions and activities of The Program, including, but not limited to, all classes, group meetings and orientations, special functions, meals, and excursions. Program faculty and administrators reserve the right to dismiss a Participant for repeated tardiness to and/or unauthorized leaves/absences from scheduled sessions for reasons other than unforeseen emergencies.
- 5. Participants may leave The Program unaccompanied or accompanied by an authorized adult with prior permission from The Guardian AND with prior approval from The Program, as well as the UCLA Office of Summer Sessions for reasons that may warrant exceptions to the above participation requirement. To request a leave, The Guardian must fill out the Leave Request Form, acknowledge the leave policies and procedures, and authorize The Participant to leave The Program. No leave requests will be accepted via telephone. Forms can be hand-delivered or sent via mail, email, or fax by The Guardian. All requests must be received at least THREE business days PRIOR TO THE PROGRAM START DATE. Requests that are received after the deadline will be considered only under special circumstances. Leave requests may be approved as requested, approved with modified times, or denied by the Program faculty, administrators, and Summer Sessions on academic and/or administrative grounds. Approval will not be granted if forms are incomplete or are not signed by The Guardian. Any Participants found to have left The Program without prior approval will be subject to immediate dismissal from The Program.
- 6. 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 their Program welcome packet for details. The Program welcome packet will be emailed to Participants prior to The Program start date.
- 7. 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. Participants must 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 are not permitted to transport other Participants without written permission from The Guardians of all Participants involved.
- 8. Permission for Use of Name, Image, and Statements: The Participant and The Guardian grant The Regents of the University of California permission to 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 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.

- 9. 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://www.ucop.edu/ucophome/policies/ec/
  - 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 action. If the violation constitutes a criminal offense, appropriate legal action may be taken.

- 10. 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 of the medical, physical, or mental needs of The Participant; no assistance for such needs may be provided by the Program faculty or staff.
- 11. 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, The Participant will be escorted 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 or 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.

- 12. 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.
- 13. 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.
- 14. 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 exploring 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 info@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. The Guardian submitting the request form will be notified by May 31 of the same year whether the requested accommodations can be made. 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.
- 15. The University will share information on The Participant's participation in The Program including, but not limited to, enrollment and payment with all parents/guardians and emergency contacts provided in the application, registration, and questionnaire forms during registration. The Participant must contact the UCLA Summer Sessions at info@summer.ucla.edu with a copy to The Guardian in order to request for discontinuance of such sharing.
- 16. The University will provide The Participant with either a single, double, or triple-occupancy furnished room in a residence hall for the term of this Agreement. However, the provision of housing is subject to availability, and The University reserves the right 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 Participant an assignment to any particular room or facility during the term of this Agreement. The University, at its sole discretion, reserves the right to utilize a double room for either double or triple occupancy and to reduce the number of residents per room as space becomes available. 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.

- 17. 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 Special Meal, Medicinal Storage, or Religious Accommodations Form to institutes@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. The Participant will be notified by May 31 of the same year whether the requested accommodations can be made.
- 18. Full participation required, and inability to participate for the entire duration of The Program may lead to cancellation of the Participant's registration. 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 and supervision 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. 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 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.
- 19. 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.
- 20. 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).
- 21. The Participant 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 <a href="https://www.summer.ucla.edu">www.summer.ucla.edu</a>. 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, meals, and supervision 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.

- 22. The University assumes no responsibility and provides no insurance or financial protection for The Participant's personal property.
- 23. 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.
- 24. 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.
- 25. 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. 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.
- 26. 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.
- 27. 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 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.

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 [DATE] by:
Participant
Guardian Guardian