

ACADEMY PITTSBURGH SESSIONS ENROLLMENT AGREEMENT

Instructional Address:
100 South Commons #172
Pittsburgh, Pennsylvania 15212

Mailing Address:
820 Brookline Boulevard
Pittsburgh, Pennsylvania 15226

Participant:		
Session:	16 - Developer Bootcamp	
Address:		
Email Address:		
Phone:	Last Four Digits SSN#:	Date of Birth: (mm/dd/yyyy)

ACADEMY PITTSBURGH, LLC ("**APGH**"), a Pennsylvania limited liability company, with its principal place of business at 820 Brookline Boulevard, Pittsburgh, PA 15226, and the above-named Participant agreeing to the terms and conditions of this Agreement for the Session identified above, whether this document is accepted online or in print form, intending to be legally bound, agree as follows:

- THE ENTIRE AGREEMENT.** Participant acknowledges that this document is a binding agreement (even if clicked-through online), and, further, that this document is the final, complete and exclusive statement of the entire agreement and understanding between the parties with regard to the subject-matter contained herein (this "Agreement"). This Agreement supersedes any prior and contemporaneous proposals, requests for proposals, and all communications regarding the subject matter of this Agreement, whether oral or written. This Agreement may not be modified except by a written document which specifically references this Agreement and the specific term or condition to be modified, and is executed by the parties.
- THE SERVICES PROVIDED.** APGH facilitates a group of individual sessions ("**Sessions**") for conditionally qualified attendees ("**Participants**"), of which Participant is one of the Participants. The content of Sessions ("**Sessions Content**") may or may not be controlled by a third-party program sponsor (the "**Sponsor**"). The Sponsor provides all or part of the funding for Sessions resources. Participant agrees that the role of APGH is to implement and to manage Sessions, including conditional qualification of Participants, dissemination of the Sessions Content, evaluating the Participant by objective and subjective methods, which may change from time to time, reporting, and otherwise bridging the Sessions and the results thereof for meaningful use by the Academy PGH and/or Sponsor.

Participant understands and acknowledges that the number of Participants admitted for the Sessions is extremely limited in number and varies from time-to-time. Accordingly, Participant understands and agrees to use Participant's very best efforts to participate in the Sessions as implemented by APGH. Participant's qualification as a permitted attendee is conditioned upon APGH's continued qualification of Participant's participation in the Sessions, and including, but not limited to, Participant's truthful application submission, attendance and production; without limiting the generality of the foregoing, Participant agrees that APGH has the sole right and option to terminate Participant's participation for violations of our Code of Conduct (Section 5.8 of this Agreement, below) at any time. Absences and tardiness are viewed by APGH with extreme scrutiny as described in

Section 5.6 of this Agreement, below. For the sake of clarity, notwithstanding anything in this Agreement to the contrary, APGH will comply with any applicable laws and everything stated herein is so-qualified.

Participant represents and warrants that Participant has not and shall not make any false, misleading or untrue statement regarding Participant's experience, credentials or otherwise on any matter queried by APGH. The Sponsor may solicit Participant for transactions to occur directly with or by initiation of the Sponsor; Participant consents to any such solicitation and understands that any response thereto or resultant transaction is voluntary, and **Participant releases APGH from any liability arising from or related to any such solicitation and/or transaction between Participant and the Sponsor.**

Participant is bound by the **ACADEMY PITTSBURGH SESSION ENROLLMENT AGREEMENT** for terms and conditions associated with Participant's payment or additional payment for APGH's Sessions-related services upon the occurrence of particular professional engagement events involving Participant. Participant will not receive any compensation for Participant's attendance in Sessions. Although Participant may improve Participant's abilities by attending the Sessions, APGH does not represent or warrant that Participant's abilities will improve, or that Participant will be additionally qualified for employment in any regard. Participant understands and consents that Participant's application, participation and all other Sessions-related information may or will be disclosed to the Sponsor, for Sponsor's evaluation, including, but not limited to, Participant's attendance, work product, grades, subjective evaluations by APGH, and any test results; Participant releases APGH and the Sponsor from making or receiving any such disclosures.

In order to attend Sessions, Participant shall not forgo any other opportunity; to wit, Participant waives any claim, and thereby shall not claim that Participant relied upon advertising or any other oral statement or communication not expressly stated herein, and/or that Participant lost some other opportunity for attending Sessions. **Participant applies for and attends Sessions, and accepts the same, with all faults and without warranties of fitness for any particular purpose of Participant, even if APGH has been directly or indirectly advised by Participant otherwise.**

3. **INDEPENDENT SERVICES.** Participant represents and warrants to APGH that Participant agrees that APGH, by this Agreement, is not acting as a job placement service, headhunter, or other hiring entity. This Agreement does not, and shall not be construed to, create an employer-employee relationship, partnership or other joint venture. The only employment assistance offered by APGH is in the form of optional networking with or introductions to potential employers. **No employment or other opportunities are represented or warranted, either with APGH or the Sponsor (or anyone else). If there are opportunities that result from Participant's attendance, Participant understands that those opportunities would be incidental.**

With the sole exception of so-designated bathrooms, Participant specifically acknowledges and consents to the recording and other monitoring of all activities occurring on the premises and/or in electronic equipment and facilities, in all areas, including, but not limited to the network, networked computers, non-networked computers, offices, desks, telephone systems, office and other equipment, and Participant WAIVES any right to privacy or seclusion therein, whether or not any such facilities are marked other for privacy. For example, notwithstanding the ability to mark a telephone or electronic mail message as 'private' does not override this WAIVER of privacy and seclusion. APGH retains complete control regarding its premises, its equipment and all facilities.

If Participant enters into any transaction with any Sponsor, Participant shall not presume that the rights granted to APGH have been transferred to Sponsor; accordingly, Participant shall honor, strictly comply and abide by this Agreement and any other applicable agreements, and, prior to any use of Developments and/or Information, shall nevertheless obtain the written consent from APGH that Developments and/or Information may be used even with Sponsor.

4. **INDEMNIFICATION.** Participant acknowledges that compliance with the terms and conditions of this Agreement is necessary to protect the business and goodwill of APGH and Sponsors and that a breach of any of the same will irreparably and continually damage APGH and Sponsors, for which money damages may not be adequate. APGH and/or Sponsors shall also be entitled to preliminarily or permanently enjoin Participant from violating this Agreement. Nothing in this Agreement shall be construed to prohibit APGH and/or Sponsors (as intended beneficiaries) from also pursuing any and all other remedies available in law or equity. Participant hereby indemnifies and holds APGH harmless from all damages arising from or related to the performance

and/or enforcement of this Agreement, including, without limitation, incidental and consequential damages, reasonable attorney's fees and court costs.

5. **SESSIONS CONTENT.**

5.1. *Program Name, Hours.*

Program	Developer Bootcamp
Hours	372

5.2. *Schedule.* Sessions are thirty-one (31) hours weekly for twelve (12) weeks. **9:00 AM EST – 12:00 PM EST and 1:00 PM EST – 5:00 PM EST Monday through Thursday, 9:00 AM EST – 12:00 PM EST Friday.**

5.3. *Location.* Sessions are normally held at 100 South Commons #172, Pittsburgh, Pennsylvania 15212. **All classes will be online via Microsoft Teams UNTIL JUNE 30th 2023 due to Covid Policies.**

5.4. *Start Date.* Session _16__ will begin on _4/10/2023____.

5.5. *Class Rules.* All admissions documentation must be completed and submitted by 8:00 AM the day prior to the Session's start date. In some cases, APGH may ask Participant to complete the material sooner. Exceptions may be made with explicit consent from an APGH instructor or staff member.

5.6. *Attendance.* Attendance is required. Attendance is monitored closely. Attendance is critical to success. Participant may not have more than one unexcused full absence per month. Participant is required to connect with an APGH Participant Success team member regarding missing hours. Accumulating unexcused absences may result in deferment to a later session or removal from the program, determined on a case-by-case basis at the sole discretion of APGH.

5.7. *Projects.* During the Sessions, Participant will be assigned one or more projects ("**Session Projects**"). Session Projects allow APGH to assess Participant progress through the Session material, identify areas of practice, and assign individual help. Graduation from the program requires successful completion of Session Projects as assigned. If APGH determines that Participant is falling behind in the Session, a team member may endeavor proactively to reach out to Participant about appropriate adjustments forward; however, at all times, Participant is solely responsible for satisfying all conditions required by the Sessions.

5.7.1. **OWNERSHIP; CONFIDENTIALITY.** Participant may conceive, create, discover, and/or reduce to practice items of intellectual property arising from or related to Sessions (including, but not limited to Sponsors and any and every project related thereto) or for the benefit of the Sponsor (the "**Developments**"). "Developments" includes all work product, drafts and out-takes thereof, and includes Sessions materials, inventions, modifications, discoveries, designs, developments, improvements, processes, and data, photography, samples, drafts, and defective materials arising from or related to the Sessions (whether or not capable of registration by copyright, trademark or patent). All Developments shall be given to APGH as soon as practicable but not later than upon termination of the Sessions.

Developments do not include any projects that are wholly and entirely unrelated to Sessions or Sponsors and/or the business of APGH ("**Personal Projects**"); however, Participant agrees that the burden is on Participant to demonstrate clearly and convincingly that work is within the scope of Personal Projects, as all work product by Participant is presumed to be Developments.

Neither the Developments nor any portion thereof shall be copied from another, and Participant warrants that Developments are the original work of Participant. Developments shall be owned by APGH free and clear of any liens, claims and encumbrances and shall be the exclusive property of APGH and shall be conclusively deemed to be "Works Made for Hire." Without limiting the foregoing, to the extent that any Developments may be deemed not to be a Work Made for Hire, to that same extent,

Participant shall assign, and hereby does assign, to APGH any and all right, title and interest in the Developments that Participant has or may acquire without further compensation. Participant hereby waives all moral rights of attribution and integrity relating to the Developments. Upon the request of APGH, and without further consideration, Participant shall sign any documents which are necessary to vest the Developments and all patents or copyrights related to the Developments in APGH; provided, however, that APGH shall pay for application fees for any filings. Participant specifically acknowledges that consideration for the grants made herein, among other things, is expressly provided by APGH's implementation of the Sessions.

Participant specifically acknowledges the importance to APGH and Sponsors of confidential, trade secret and proprietary information. Examples of the same, without limitation, Developments, operations requirements, methods, know-how, drawings, specifications, techniques, systems, processes, printed materials, strategic business plans and proposals (the "**Information**"). Participant specifically acknowledges that protection of Information is crucial to the success of APGH and Sponsors and each of their legitimate business interests, and that it would be unlawful for Participant to disclose or appropriate the same. More specifically: i), Participant shall not disclose Information, except to APGH; ii) Participant shall not make, use or allow to be used, Information, except as specifically permitted by APGH in writing or as necessary to fulfill Participant's participation. **Participant shall not use, disclose or display Developments or Information.** Upon termination of this Agreement or the request of APGH, Participant shall promptly provide to APGH any and all Information and Developments. Participant may request, in writing pursuant to APGH standard forms and procedures, permission to a limited use of Developments and/or Information for Participant's resume or professional reference material.

5.8. *Code of Conduct.* APGH Sessions are challenging by design. To ensure Participant success, we have outlined several guiding principles to follow. A violation of the Code of Conduct may result in deferral or removal from the program. If removed from the program for a Code of Conduct violation, Participant's Tuition will be prorated as described in Section 6.1 Withdraws and Prorated Fees. The provisions of this Section 5.8 can be supplemented or revised unilaterally from time to time by APGH.

- 5.8.1. **Punctuality.** APGH expects all Participants to be on-time to all scheduled classes, office hours, meetings, job interviews, and other time-sensitive obligations. Punctuality and respect for others' time is a given for the roles for which we train.
- 5.8.2. **Participation.** APGH expects each Participant to actively participate in the Session by attending all lectures, having an online presence during Session hours as needed, engaging with instructors and coaches, and collaborating with other Participants. Participating is the biggest indicator of success.
- 5.8.3. **Completion of Session Work.** APGH expects Participants to complete all assignments given as part of the Session. Repetition is key to solidifying the foundation of knowledge. Including time spent in class, participants can expect a total of 40-50 hours of work each week. Participants can expect to spend the majority of their time (30-40 hours weekly) working on problems in teams or collaborative groups. The rest of the time commitment is independent work.
- 5.8.4. **Assistance.** APGH encourages Participants to proactively reach out to instructors, coaches, or fellow Participants for help regarding coursework and classroom issues. Formal complaints regarding programming, classroom environment, instruction, or concerns about peers are to be registered with the Academy Pittsburgh Success Team via email or phone.
- 5.8.5. **Integrity.** APGH has a zero-tolerance policy for plagiarism, or cheating of any kind. Participants may share work and code when working on group projects, even when individuals are expected to submit their own copies.

- 5.8.6. **Respect.** APGH Participants and staff have diverse backgrounds. Participants are expected to contribute to creating a positive experience for everyone by being respectful, tolerant, and open-minded. APGH strives for a welcoming place to learn with encouragement, support, and active listening.
- 5.8.7. **Professionalism.** APGH is a professional environment. Punctuality, timeliness, accountability, and open communication are crucial, not only for Participant success at APGH, but also in careers afterward. Professionalism includes protecting internal intellectual property.
- 5.8.8. **Harassment.** APGH is a place to learn. We aim to create an environment of mutual trust and the absence of intimidation, oppression, and exploitation. Participants and staff should be able to work and learn in a safe, yet stimulating atmosphere. As such, APGH will not tolerate any form of harassment, verbal or physical conduct, designed to threaten or intimidate others, which includes but is not limited to the following: Verbal harassment includes comments that are offensive or unwelcome regarding a person's nationality, origin, race, color, religion, gender, sexual orientation, age, body, disability or appearance, including epithets, slurs and negative stereotyping. Nonverbal harassment includes distribution, display or discussion of any written or graphic material that ridicules, denigrates, insults, belittles or shows hostility, aversion or disrespect toward an individual or group because of national origin, race, color, religion, age, gender, sexual orientation, pregnancy, appearance, disability, sexual identity, marital or other protected status.
- 5.8.9. **Marketing Compliance.** APGH follows the rules established by the Pennsylvania Board of Private Licensed Schools regarding all marketing documents. Please see section 73.173 [of this document](https://www.pacodeandbulletin.gov/Display/pacode?file=/secure/pacode/data/022/chapter73/s73.173.html&d=reduce) (<https://www.pacodeandbulletin.gov/Display/pacode?file=/secure/pacode/data/022/chapter73/s73.173.html&d=reduce>) for more information.
- 5.8.10. **Privacy.** Regarding release of financial and academic records, APGH adheres to the Pennsylvania Board of Private Licensed School's written policy. For more information, see sections 51.71 – 51.72 of [this document](https://www.pacode.com/secure/data/022/chapter51/chap51toc.html) (<https://www.pacode.com/secure/data/022/chapter51/chap51toc.html>).
- 5.8.11. **Sponsorships.** As set forth above, from time to time, APGH receives "sponsorship" opportunities from third party "Sponsors" who offer to provide full or partial funding for future job employment candidates. To respond to any such requests, APGH must review Participant's records ("Records"), including, but not limited to, application information, financial information, attendance data, performance evaluations, and academic transcripts, to make or to assist in making objective and subjective determinations in this regard as to whether Participant is, in APGH's sole discretion, a viable candidate for any such opportunity. Unless Participant OPTS-OUT in writing, pursuant to and by completing APGH's SPONSORSHIP OPT-OUT form for future opportunities, **PARTICIPANT HEREBY: a) GRANTS APGH PERMISSION AND CONSENT TO ACCESS, AND TO DISCLOSE TO ANY POTENTIAL SPONSOR, ANY OR ALL OF PARTICIPANT'S RECORDS, AND/OR INFORMATION CONTAINED THEREIN, ARISING FROM, RELATED TO, OR IN CONNECTION WITH, PARTICIPANT'S ENROLLMENT WITH APGH AND/OR PARTICIPATION IN SESSIONS; b) RELEASES APGH FROM ALL LIABILITY, CLAIMS AND CAUSES OF ACTION ARISING FROM, RELATED TO, OR IN CONNECTION WITH APGH'S SUBJECTIVE CHARACTERIZATIONS, DETERMINATIONS AND/OR ASSESSMENTS OF PARTICIPANT'S SUITABILITY FOR ANY SUCH SPONSORSHIP OPPORTUNITY; c) GRANTS SPONSORS WITH ACCESS TO PARTICIPANT FOR OBSERVATION AND INTERVIEW, UNDERSTANDING THAT THERE IS NO OBLIGATION OF APGH OR ANY SPONSOR TO DO SO; d) ACKNOWLEDGES THAT SPONSORSHIPS ARE NOT PART OF ANY BENEFIT PURCHASED OR COMPENSATED BY PARTICIPANT, OR ANY RIGHT OF PARTICIPANT, BUT ONLY A GRATUITOUS OPPORTUNITY THAT MAY BE PROVIDED BY APGH IN ITS SOLE DISCRETION, AND ACCORDINGLY, PARTICIPANT COVENANTS NOT TO SUE AGPH FOR ANY ACTION OR INACTION ARISING FROM, RELATED TO, OR IN CONNECTION WITH ANY SPONSORSHIP OPPORTUNITY;**

and e) UNDERSTANDS THAT UNDER NO CIRCUMSTANCES DOES PARTICIPANT HAVE ANY EXPECTATION OR EXPECTANCY REGARDING ANY SPONSORSHIP, ENGAGEMENT OR OTHERWISE, AND PARTICIPANT REMAINS FULLY LIABLE TO APGH FOR PAYMENT OF TUITION AND/OR ANY INCOME SHARE AT ALL TIMES.

5.8.12. **Complaints.** Questions or concerns regarding session content or the student code of conduct may be directed to APGH Instructor, Jean Lange, or any other APGH instructor. Academy Pittsburgh is licensed by the Pennsylvania State Board of Private Licensed Schools. Any questions or concerns that are not satisfactorily resolved by the person designated above may be brought to the attention of the State Board of Private Licensed Schools, Pennsylvania Department of Education, 333 Market Street, 12th Floor, Harrisburg, PA 17126-0333.

5.9. **Completion.** Upon successful completion of the program, Participant will be granted a diploma signifying the end of the program as described here.

6. FEE AND PAYMENT TERMS.

SESSIONS ARE NOT PROVIDED FREE OF CHARGE, BUT ARE PROVIDED FOR A CONDITIONAL DEFERRED FEE BASED UPON YOUR FUTURE INCOME. IN LIEU OF A CONDITIONAL DEFERRED FEE BASED UPON YOUR FUTURE INCOME, YOU CAN ELECT TO PAY A ONE-TIME LUMP SUM PAYMENT OF \$10,000 PAID PRIOR TO THE SESSION ("ONE-TIME CASH PAYMENT"). SEE THE "INCOME SHARE RIDER" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

The following summary is provided for your convenience, but you must read and agree to the terms of the "Income Share Rider" as set forth in the ISA:

Tuition	Income Share Agreement ("ISA") <ul style="list-style-type: none"> • A tuition ("Tuition") of ten percent (10%) of Participant's post-program gross income paid on a monthly basis. • Tuition commences when Participant has monthly income that is annualized at \$45,000 or more ("Minimum Income Threshold"). Once the Minimum Income Threshold occurs, the aggregate of all monthly income is used for purposes of the calculation and not the excess above the Minimum Income Threshold. By way of example, if the Minimum Income Threshold is \$3,750 for a month and Participant earns \$4,750 in that month, the Tuition is \$475 ($\\$4,750 \times .10$), and not \$100 ($\\$1,000 [\\$4,750 - \\$3,750] \times .10$). • The Tuition paid by Participant is capped at \$16,000 ("Payment Cap"). • The Term Length is 24 complete consecutive or complete non consecutive months of employment.
Miscellaneous Fees and Costs	<p>There are no fees for books, supplies, or student activities. There is no application fee. There are no interest charges or finance charges. The only fee for participation is the Tuition as described. Students must supply their own laptop. A limited number of laptops are available for borrowing on a first-come-first-served basis. If Participant does not already own a laptop, the estimated expected cost of a new laptop is \$500.</p>

6.1. If Participant withdraws, abandons or is otherwise removed from a program Session for any reason within week three (3), or before the end of week six (6), then a prorated Tuition will apply. Participant is encouraged, but not required, to submit requests for refunds in writing as soon as Participant decides to withdraw from the program Session. If Participant does not submit written notification of withdrawal, and does not attend classes for one (1) calendar week,

APGH staff will attempt to communicate with Participant via the phone number or email address on file at least one (1) time. If after two (2) calendar weeks, Participant has not responded to communications from APGH and has not attended classes or completed assignments within that period, then Participant will be removed from the program Session. The separation date for refund computations is Participant's last date of recorded attendance, or the date on which APGH staff receives written notification of withdrawal, whichever is earliest. If Participant has signed the Income Share Agreement, then Participant is subject to collections from Stride Funding, Inc., APGH's third party tuition management facility, according to the prorated ISA schedule. If Participant made a one-time lump sum payment, then Participant will receive a refund according to the prorated one time payment schedule. Refunds will be made within thirty (30) calendar days from the date of separation from the program Session as set forth above.

If termination occurs	Prorated ISA	Prorated One Time Payment
Prior to or within the second week	0.00%	\$0
Within the third week	25.00%	\$2,500
Within the fourth week	33.33%	\$3,333
Within the fifth week	66.66%	\$6,666
Within the sixth week	70.00%	\$7,000
Within the seventh week or later	100.00%	\$10,000

7. **NO ENDORSEMENT.** Participant understands that, notwithstanding APGH's subjective belief of the potential for a relationship, APGH does not represent or warrant that the relationship will occur as believed by APGH or as requested or needed by Participant. APGH does not represent that the Participant will receive exclusive referrals, and APGH reserves the right to refer multiple of its Participants to potential employers. **APGH neither endorses, suggests or advises entering into any relationship, nor does APGH endorse the ability, integrity, education or experience of any relationship, person or company for any reason whatsoever. Participant is solely and exclusively responsible for the relationship decision and shall not rely upon APGH without Participant's own superseding and independent confirmation. Participant is responsible for all hiring decisions and any complaints, claims, damages, and liabilities related to such hiring decisions will be the exclusive responsibility of the Participant.** Participant shall indemnify and hold APGH harmless from all claims, liabilities, damages and detriments, including those made by Participant against APGH arising from this Agreement or any relationship created hereby, Participant being ultimately solely responsible for any relationship that Participant creates or accepts.

Participant's sole and exclusive remedy for any breach of this Agreement shall be for a refund of the Fee for the respective payment or portion thereof at issue, or a replacement opportunity by APGH, in the discretion of APGH. The service provided by APGH herein is without any warranties, whether expressed, implied, statutory or arising by custom or trade usage, including, but not limited to any implied warranty of merchantability or fitness for any particular purpose. Regardless of the form of action (whether in contract or in tort, including negligence and misrepresentation), APGH shall not be liable for special, indirect, consequential, incidental, punitive or exemplary damages, or for any claim for the loss of profits, business, use of data or information, or damage to goodwill.

8. **ISSUE AND DISPUTE RESOLUTION.** Any dispute arising from, related to or in connection with this Agreement shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), and the judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties may agree to one (1) arbitrator. However, if the parties cannot so agree within ten (10) business days after the written demand for arbitration, then three (3) arbitrators shall be appointed in accordance with the AAA Commercial Rules from a AAA panel of arbitrators. Arbitrator(s) shall have no authority to award punitive or exemplary damages. Any award may be entered in any court having jurisdiction thereof. Notwithstanding anything herein to the contrary, if any part of a claim by APGH arises from confidentiality or intellectual property, APGH may initiate a claim in a court of competent jurisdiction, rather than by arbitration as previously set forth.

9. **MISCELLANEOUS.**

- 9.1. *Assignment.* This Agreement is for the personal services and Participant may not assign all or any of its rights or delegate all or any of its obligations hereunder without the prior written consent of APGH, which consent shall be given by APGH in its sole discretion. When applicable, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- 9.2. *Severability.* Terms and conditions of this Agreement shall be considered severable, and if for any reason any term or condition is determined for any reason to be unenforceable under current or future law, such unenforceable term or condition shall not impair the valid terms and conditions of this Agreement, provided the intent of this Agreement and/or the provision at issue, as the case may be, is maintained.
- 9.3. *Legal Proceedings.* This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its principles of conflicts of law. The parties consent to the personal jurisdiction of the Commonwealth of Pennsylvania and agree that any legal proceedings arising out of this Agreement shall be conducted solely in such Commonwealth, venue of Allegheny County.
- 9.4. *Force Majeure.* Neither party shall be liable for any failure to perform any obligations under this Agreement due to causes which are beyond their control or power to remedy.
- 9.5. *Waiver; Notices.* The failure of either party to insist upon strict performance of any of the terms of this Agreement, or the waiver by either party of any breach of any term of this Agreement, shall not prevent any subsequent strict enforcement of such terms and shall not be deemed a waiver of any subsequent breach, whether similar in nature or not. All notices shall be in writing and shall be deemed to have been duly given if mailed by United States certified or registered mail, return receipt requested, postage prepaid, properly addressed, or confirmed delivery electronic mail at respective email addresses customarily used by the parties.
- 9.6. *Release of Name, Likeness.* **Participant agrees and consents, without further consideration, to APGH's and Sponsor's now and unlimited future right to use Participant's name, image and/or likeness throughout the world for evaluation, Sessions, reporting, promotional and other purposes, in any type of media, form, format or facility, alone or with others, in conjunction with or separate from other content, as originally acquired or modified, including, but not limited to, video and pictorial, and hereby releases APGH and Sponsor, as the case may be from such use. Participant agrees to use best efforts to cooperate with promotional activities, such as in a group and/or individually, and further understands that not all participants might be in all promotional media.**
- 9.7. *Surveys and Reporting of Outcomes.* **Participant agrees to complete all surveys and requests for employment status updates sent during and after completion of the Session for a period of three years.**
- 9.8. By submitting an application to participate in a Session, either online or in print form, Participant agrees to the terms and conditions hereof without reservation. Participant is the person whose name is on the submitted application, either online or in print form. Participant is a natural person more than 18 years of age, and Participant is the person who is completing the application for attendance at the Sessions.

ACADEMY PITTSBURGH CONFIRMATION FORM

10. **ACCEPTANCE.** By my signature, I agree to the conditions of this agreement. I also verify that I have read, understand, and received a copy of this Agreement. I also verify that I have read and received a copy of the school catalog.

This Agreement is not binding until it is accepted and dated by a representative of APGH.

Last Updated 1/10/2023

----- PARTICIPANT -----

Participant Name: Address: Phone Number: Email Address:	
Emergency Contact Name: Address: Phone Number: Email Address:	
Signature:	Date:

----- ACADEMY PGH, LLC -----

Print Name: Company Title:	John Lange Director
Signature:	Date: