



中文学校网课免责声明

作为学生，监护人，或者教职员参与纽约首府华社中文学校（“学校”）的网课教学活动，我了解并同意：

描述

在天气原因或不可抗外力情况下，学校无法实施教室中的实体教学时，学校有权选择使用ZOOM或其他网络平台进行网课教学。

作为学校网课教学活动的参与者，学生/监护人/教职员同意以下条款：

1. 学生/监护人/教职员应当遵守各网络平台的使用条款，以及《中文学校网课实施细则》。
2. 如果任何人做出了不当行为，包括但不限于违反网络平台使用条款，违反学校的规章制度，或涉及犯罪行为，学校有权开除该违反者。
3. 学生/监护人/教职员承诺他们使用网课教学活动及相关网络平台的目的在于学校课程和/或参与学校活动。任何人不得在网课课堂内进行任何商业活动，包括但不限于，做广告，传销和/或贩卖商品。
4. 学校是网课教学的实施者，和学生/监护人/教职员一样，都是网络平台的使用者。因网络平台（包括疏忽、缺陷等）所造成的任何伤害或损失，与学校无关。
5. 学校的网课教学的知识产权和参与者（学生/监护人/教职员）的肖像权不容侵犯，任何人不得出于任何目的私自录像、保存或传播。

学生/监护人/教职员的免责声明

1. 免责声明

如果在学生/监护人/教职员参与网课教学活动时产生的(包括因学校的疏忽而产生的，或因网络平台发生黑客入侵等不在学校可控范围内的事故)任何



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人身伤害、意外、疾病、或财产损失，我同意永久放弃、免除、不起诉学校及其继承人、受让人、董事、雇员、志愿者、和代理人的责任。

2. 风险承担

我已知悉参与学校网课活动的潜在风险，并清楚该风险不会因学校采取避免伤害、意外、疾病、和财产损失的手段而完全排除。我在此承认我自愿参与学校的网课活动，我清楚并愿意承担因此而产生所有风险。

3. 效力独立条款

学校网课教学参与者同意此合同在纽约州法律范围内有效。如果部分条款无效，参与者同意其他部分的条例的效力保持不变。

我收到，阅读，理解，并同意此协议，其他法律以及学校规章关于参与学校网课活动的规定。我理解违反相关规定将可能导致纪律处分，开除，和/或其他相适应的法律诉讼。我同时理解我将自愿放弃我的实质权利。在法律的允许下，我同意放弃该权利。

作为 18 岁以下学生的法定监护人，我阅读，理解，并同意我的孩子应遵守此免责协议。我同意允许我的孩子参与学校网课活动。我理解如果我的孩子违反了协定内容，他可能会遭遇违纪处分，开除，和/或相适应的法律诉讼。我同意免除学校和学校教员就我的孩子参与学校网课活动而产生的责任与费用。



Waiver of Liability and Assumption of Risk Agreement for Online courses of CCC Chinese school

As a Student, Guardian, or Faculty participating in the activities and using the online courses of the Chinese Community Center Chinese School (“School”), I understand and agree that:

Description

If School is unable to implement classroom teaching due to weather or unforeseen circumstance, School reserves the right to choose to use ZOOM or other online platforms for online teaching.

As a participant in School online teaching activities, the Student/Guardian/Faculty agrees with the following terms and conditions:

1. The Student/Guardian/Faculty shall comply with the terms of the various network platform and the Implementation Rules of Online Courses for Chinese Schools.
2. If anyone committed to any wrongdoing, including but not limited to, violation of the various network platform terms, violation of the School’s rule, and/or committing criminal acts, the School reserves the right to expel/dismiss such person with the School’s discretion.
3. The Student/Guardian/Faculty covenants that they will use the various network platform solely for the purpose of attending School’s online classes and/or participating School’s online activities. No commercial activities, including but not limited to, distributing leaflet, advertising, and/or selling goods.
4. Same as Student/Guardian/Faculty, School is the implementer of online course teaching and the user of the online platform. Any injury or loss caused by the network platform (including negligence, defect, etc.), is not responsibility of School.



5. The intellectual property rights of School's online course teaching and the portrait rights of the participants (Student/Guardian/Faculty) shall not be infringed. No one shall secretly record, save or disseminate them for any purpose.

Student/Guardian/Faculty Release and Waiver of Liability

1. Release and Waiver of liability

I agree to release and forever waive, discharge, covenant not to sue the School, and its successors, assigns, directors, officers, employees, volunteers, and agents from any and all liability, claims, and demands of whatever kind or nature, including negligence of the School, resulting in personal injury, accident, illnesses, or property loss, either in law or in equity, which arise from the Student's/Guardian's/Faculty's participation of the School's online course teaching or activities (including due to the negligence of the school, or because of network platforms such as hacking isn't at school accident within the scope of the controllable).

2. Assumption of Risk

I am fully aware that participating in the School's online course and activities carries with certain inherent risks that cannot be eliminated regardless of the care taken by the School to avoid injuries, accidents, illnesses, or property loss. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

3. Severability

The undersigned further expressly agrees that this agreement is intended to be as broad and inclusive as is permitted by the law of the State of New York and that if any portion thereof is held invalid, it is agreed that the other portion of this shall, notwithstanding, continue in full legal force and effect.



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I have received, read, understand, and agree to abide by this Agreement and other applicable laws and School policies and regulations governing the participation of the School's activities and the use of the School's facilities. I understand that any violation may result in, disciplinary action, expulsion (for student)/dismissal (for faculty), and/or appropriate legal actions. I further understand I am giving up substantial rights voluntarily and knowingly. I intend this Release to be a complete and unconditional release of all liability to the greatest extent allowed by law for the benefit of the School.

As the parent/guardian of the above-named student, I have read, understand, and agree that my child shall comply with the terms of the Agreement. By signing this Agreement, I give permission for my child to participate in the School's online course and activities. I understand that any violation by my child may result in disciplinary action, expulsion, and/or appropriate legal actions against him. I agree to release from liability, indemnify, and hold harmless the School and School personnel for all claims, damages, and costs that may result from my child's participation of School's online course and activities.