**PHLEBOTOMY CERTIFICATION PREPARATION COURSE PARTICIPATION AGREEMENT**

**Remington College**

This Participation Agreement collectively with any addendum attached hereto (the "Agreement") is made by and between the individual listed below and Remington College (“Campus”).

**This Course has not been accredited by the Accrediting Commission for Career Colleges and Schools (“ACCSC”) or any other accreditation agency.**

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Name Date of Birth (m/d/y) Age Home Phone #

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_(\_\_\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address Work Phone #

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_(\_\_\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City State Zip Cellular Phone #

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address Student ID Number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Campus Location Course Start Date

No College Credit Awarded

No college credit shall be earned or awarded as a result of successful completion of this Course.

ALL SALES ARE FINAL AND THE CAMPUS DOES NOT OFFER ANY MONEY-BACK GUARANTEES. YOU RECOGNIZE AND AGREE THAT YOU SHALL NOT BE ENTITLED TO A REFUND FOR THIS PURCHASE UNDER ANY CIRCUMSTANCES.

Course Scheduling

The Phlebotomy Certification Preparation Course is a preparation course designed to prepare Student to take a National Healthcareer Association (“NHA”) Phlebotomy Certification Exam. The Phlebotomy Certification Preparation Course consists of a total of 30 hours of lab instruction. Student understands that the Phlebotomy Certification Prep Course is scheduled in the following manner: Six (6) consecutive Weeks beginning on the student selected start date. Lab sessions will be communicated by the local campus prior to the course start date. If for some unforeseen reason a lab session is cancelled, a make-up session will be scheduled as soon as possible to accommodate students and instructors. Course schedules are subject to change at the discretion of the campus.

Course Fee and Inclusions

Student understands that the Course fee for the Phlebotomy Certification Prep Course is $1,160.00 and includes course materials, course supplies, and exam fee (one attempt). If student does not pass the Phlebotomy Certification Exam upon the first attempt, student will be liable for the cost of the exam fee for each attempt after the first unsuccessful attempt.

No Warranty

The Campus makes no warranty or guaranty that completion of the Phlebotomy Certification Preparation Course will allow a Student to successfully pass an NHA Phlebotomy Certification Exam.

Waiver of Liability

Student understands and expressly acknowledges that, as part of the instruction that the Student will receive in the Phlebotomy Certification Course, the student may be asked to perform phlebotomy procedures or that another student may be asked to practice these procedures on me. Further, I understand and hereby expressly acknowledge that these activities might, under some circumstances, pose certain health-related risks.

**By signing this Agreement and paying the required fee, I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Campus, its officers, directors, board members, agents, servants, employees, assigns, or successors, or students of the Campus’s Phlebotomy Certification Preparation Course, from any and all liability, claims, demands, actions or causes of action arising out of any damage, loss or injury to my person or my property or resulting in my death, while enrolled in the Campus's Phlebotomy Certification Preparation Course and participating in the activities contemplated by this RELEASE, whether such loss, damage, or injury is caused by the negligence of the Campus, its officers, agents, servants, employees, assigns, or successors, or students of the Campus's Phlebotomy Certification Preparation Course or from some other cause. I hereby assume full responsibility for and risk of bodily injury, death or property damage that I may suffer while performing the above-stated procedures from the Campus’s Phlebotomy Certification Preparation Course or from any person involved, employed or representing the Campus's Phlebotomy Certification Preparation Course and participating in the activities contemplated by this release, caused by the negligence of the Campus, its officers, directors, agents, servants, employees, assigns, or successors, or students of the Campus’s Phlebotomy Certification Preparation Course or otherwise.**

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Student Initial

Clery Act Information

As a prospective Student, you have a right to receive a copy of the Campus Crime and Security Report in accordance with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act. The report includes information on the Campus’ security policies and procedures and specific statistics for criminal incidents and arrests on Campus. This report may be requested from the Campus Dean or the Director of Campus Administration, as set forth in the "Health, Security, and Safety" section of the Campus’ College Catalog (the "Catalog"). This information may also be obtained at any time by visiting the following website: <http://studentinfo.remingtoncollege.edu>.

FERPA Information

Under the authority of the Family Educational Rights and Privacy Act of 1974 ("FERPA"), as amended, a student has a right to inspect and review his/her education records; seek amendment to his/her records that the student believes to be inaccurate, misleading or otherwise in violation of the student’s privacy rights; consent to the disclosure of personally identifiable information contained in the student’s education records, unless FERPA authorizes disclosure without consent; or file a complaint with the Department of Education for failure to comply with FERPA.  More detailed information regarding the foregoing is set forth in the "Examination of Students Records" section of the Catalog, as well as the Annual Notification of Rights under FERPA provided once each year to all enrolled students. Under applicable federal laws, the Campus may be required to provide or disclose the contents of the Student’s records to governmental agencies or accrediting bodies. This information may also be obtained at any time by visiting the following website: <http://studentinfo.remingtoncollege.edu>.

Administrative Policies

I hereby acknowledge that the Administrative Policies section of the Catalog or any addendum thereto (collectively the “Catalog”) shall govern my participation in the selected course and is hereby incorporated herein and made a part of this Agreement. In the event of a conflict between this Agreement and the Catalog, the provisions of this Agreement shall control.

The Administrative Policies in the Catalog may be obtained at any time by visiting the following website: <http://studentinfo.remingtoncollege.edu>.

Force Majeure

Remington College will not be liable for any damages including but not limited to consequential damages resulting from the Campus’ inability to fulfill Remington College’s obligations under this agreement including but not limited to the failure to provide the instruction and other resources necessary to enable a Student to complete the course in which a Student has enrolled where such inability or failure is directly or indirectly caused by or results from a fire, war, terrorist act, strike, work stoppage, riot, utility failure or shortage, damage by the elements, act of nature, acts of God or any other cause beyond the control of the Campus. In the event Remington College is unable to perform any of the obligations under this agreement, for any of the reasons set above, Remington College shall not be responsible for any damages including but not limited to consequential damages or have an obligation to issue refunds.

Change in Scheduling for Courses

Remington College reserves the right to reschedule the start date of the scheduled meeting hours of the selected course, including but not limited to the instruction time and the hands-on practice, and such decision shall be at the sole discretion of Remington College. Absent the occurrence of a Force Majeure event, the maximum period for possible delay of a scheduled starting date shall be 120 days. In the event of a Force Majeure event, the delay will be as long as necessary to make repairs required to enable Remington College to conduct the selected Course. Remington College reserves the right to assign the selected Course to the Student on the basis of the availability of meeting space and instructors.

Remington College reserves the right and the Student agrees Remington College shall have the option to change the selected Course curriculum. The Student agrees such curriculum changes may include, but shall not be limited to, substantial modifications to the selected Course.

Dismissal from Course for failure to comply with Campus’ Rules and Regulations

The Student agrees to comply with the Campus’ Rules and Regulations as set forth in the Administrative Policies section of the Catalog, this Agreement, and as may otherwise be published from time to time (the "Rules and Regulations"). Remington College may suspend the Student, or the Student may be Dropped for any of the following: (i) failure to comply with the Rules and Regulations or (ii) a breach of this Agreement or any other agreement between the Student and Remington College.

Dispute resolution procedures and alternatives

From time to time, Students may have disputes with Remington College. It is the goal of Remington College and the Campus to resolve all such disputes promptly, fairly and directly with the Student without the intervention of third parties.

Campus Grievance Procedures

A grievance is defined as any dispute between the Student and Remington College. The Student agrees that if the Student has a grievance, the Student must put the grievance in writing and submit it in accordance with the Campus Grievance Procedures section in the Catalog and the grievance will be resolved in accordance with the Campus Grievance Procedures. Any grievance related to sexual harassment should be reported immediately in accordance with the Campus’ Sexual Harassment Policy as set forth in the Catalog. Allegations of sexual harassment will be handled as set forth in the Catalog to the extent such policies conflict with this Agreement.

Alternative Dispute Resolution

**In the event that the above grievance procedures do not result in a satisfactory resolution of the dispute, or the Student is not satisfied with any response to his or her written complaint filed with the Commission, the Student and Remington College agree that any Claim, as hereinafter defined, brought by either the Student or Remington College against the other, or against the employees, agents, owners or officers of Remington College or any affiliates of Remington College or any officers of the owners of Remington College or assigns of the other, shall be resolved by binding arbitration conducted by American Arbitration Association ("AAA").**

The Student may contact the Legal Department at Remington College between 8:30 a.m. and 5:00 p.m. Central time at 9451 Lyndon B. Johnson Freeway, Suite 200, Dallas, TX 75243 to obtain additional information regarding how to commence arbitration. Remington Collegewill, upon request, provide the Student with a package of information on how to contact the AAA and obtain a copy of the AAA Rules (defined below). By way of general information, under the AAA Rules an arbitration may be commenced by notifying the other party in writing of the desire to arbitrate a dispute or claim (a "Demand") and submitting two (2) copies of the Demand to the AAA at the time it sends the Demand to the other party along with a copy of this Agreement and the required fees and deposits. Upon request, Remington College will provide a Demand form, the address where the form should be sent along with a schedule of the required fees.

"Claim" means any claim, dispute, or controversy, whether in contract, tort or otherwise, whether pre-existing, present or future, and including statutory, common law, tort or equitable claims between the Student and Remington College, except for a Borrower Defense Claim as defined above.

The arbitration shall be governed by the Federal Arbitration Act ("F.A.A."), 9 U.S.C. Sections 1-16 and the AAA’s Consumer Arbitration Rules ("AAA Rules") (collectively the "Arbitration Rules"). The arbitrator appointed by the AAA (the "Arbitrator") shall apply applicable substantive law consistent with the F.A.A., the Arbitration Rules and applicable statutes of limitation and honor claims of privilege recognized by law. The Arbitrator shall not conduct class arbitration; that is, the Arbitrator shall not allow the Student to serve as a representative in any capacity for others in the arbitration. Judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction. This Arbitration Agreement shall survive satisfaction of the Student’s obligations and termination of this Agreement.

**Arbitration is mandatory and the Arbitrator’s decision is binding.**

Choice of Laws and Venue

This Agreement shall be governed by the laws of the state where the campus is located as stated on page 1 of this Agreement.

**This Agreement and the Catalog constitute the entire agreement between the Student and Remington College and supersedes any prior oral or written agreements, which are herewith declared null and void.**

**THIS AGREEMENT SHALL BECOME BINDING upon execution by the Student AND BY payment of the fee by partipcant.**

**caution to Prospective Students**

**if anyone affiliated with the Campus in any way has promised you anything not specifically described in this agreement do not sign this agreement.**

**by signing this agreement, YOU specifically represent and warrant: (1) that no guarantees or inducements have been made to YOU, (2) YOU HAVE been promised nothing beyond what is contained in this AGREEMENT, (3) YOU UNDERSTAND that the Campus is relying on this representation in agreeing to enter into this agreement with YOU, AND (4) THAT you understand that NO COLLEGE CREDIT SHALL BE EARNED from successful completion of the Selected Course.**

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**Student’s Signature Execution Date**