

**Arbitration Agreement and Waiver of Jury Trial**

I, \_\_\_\_\_, agree as follows:

1. Any dispute I may bring against \_\_\_\_\_, or any of its parents, subsidiaries, officers, directors, or employees, without limitation, or which the Aveda Institute may bring against me, no matter how characterized, pleaded or styled, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act, conducted by the American Arbitration Association (the "AAA"), under its Consumer Arbitration Rules ("Consumer Rules"), and decided by a single arbitrator. The arbitration hearing will be conducted in \_\_\_\_\_.

Initials: \_\_\_\_\_

2. Both the Aveda Institute and I explicitly waive any right to a jury trial. I understand that the decision of the Arbitrator will be binding, and not merely advisory. The award of the Arbitrator may be entered as a judgment in any Court having jurisdiction.

Initials: \_\_\_\_\_

3. Neither the Aveda Institute nor I shall file any lawsuit against the other in any Court and agree that any suit filed in violation of this provision shall be promptly dismissed in favor of arbitration. Both the Aveda Institute and I agree that the party enforcing arbitration shall be awarded costs and fees of compelling arbitration. This provision does not affect either party's right to seek relief in small claims court for disputes or claims within the scope of its jurisdiction.

Initials: \_\_\_\_\_

4. The costs of the arbitration filing fee, Arbitrator's compensation, and facilities fees that exceed the applicable court filing fee will be paid by the Aveda Institute.

Initials: \_\_\_\_\_

5. I agree that any dispute or claim I may bring shall be brought solely in my individual capacity, and not as a plaintiff or class member in any purported class action, representative proceeding, mass action or consolidated action.

Initials: \_\_\_\_\_

6. Any remedy available from a court under the law shall be available in the arbitration.

Initials: \_\_\_\_\_

7. I may, but need not, be represented by an attorney at arbitration.

Initials: \_\_\_\_\_

8. Except as specifically required by the laws of the State of \_\_\_\_\_, the fact of and all aspects of this arbitration and the underlying dispute shall remain strictly confidential by the parties, their representatives, and the AAA. I agree that any actual or threatened violation of this provision would result in irreparable harm, and will be subject to being immediately enjoined.

Initials: \_\_\_\_\_

9. I understand the information about the AAA arbitration process and the AAA Consumer Rules can be obtained at [www.adr.org](http://www.adr.org) or 1-800-778-7879. I shall disclose this document to the AAA if I file an arbitration.

Initials: \_\_\_\_\_

10. If any paragraph, sub-paragraph, provision, or clause herein is held invalid, said paragraph, sub-paragraph, provision, or clause shall not affect any other paragraph, sub-paragraph, provision, or clause that can have effect without the invalidated paragraph, sub-paragraph, provision, or clause, and thus is severable one from the other.

Initials: \_\_\_\_\_

11. I acknowledge and give my consent to use an electronic signature to bind me to this Agreement. I further acknowledge that this electronic signature attached to this document was created by me as a voluntary and knowing act that represents my intent to be legally bound.

Initials: \_\_\_\_\_

I HAVE HAD AN OPPORTUNITY TO FULLY READ AND UNDERSTAND THIS ENTIRE AGREEMENT. BY MY ABOVE INITIALS AND MY BELOW SIGNATURE, I CERTIFY, THAT I HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS OF THIS AGREEMENT.

\_\_\_\_\_  
Student Signature

Dated \_\_\_\_\_

\_\_\_\_\_  
Parent/Guardian Signature\*

Dated \_\_\_\_\_

\*if the student of under 18 years old a legal guardian must sign

\_\_\_\_\_  
School Official

Dated \_\_\_\_\_