

# THE BERKSHIRE SOCCER ACADEMY FOR GIRLS

## 2014 Terms and Conditions

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**1. Payment:** Payment terms are a deposit for each session, (includes a \$100 non-refundable application fee) to accompany enrollment. Total balance due 2 weeks prior to start of session. For those paying by credit card, a processing fee of 2.5% of the amount paid by credit card will be added to the invoice.

**1a. Cancellation Policy for Families NOT Participating in CAP:** For those who do not elect to participate in CAP, all tuition and fees are fully refundable (less the \$100 application fee) until March 15, 2014. There are no refunds after March 15, 2014. All cancellations must be in writing.

**1b. Cancellation Policy for Families Participating in CAP:** The CAP program offers protection against cancellation penalties if Camper is unable to attend camp for ANY reason and Parent cancels in writing prior to the start of camp. Parent will receive a refund or credit of all monies paid based on when cancellation is received. Refunds will be by check. Credits can be used for a future camp session by a family member, but are not transferable to non-family members and are non-refundable. CAP must be purchased within 7 days of submitting the Camper Application.

**(i) For cancellations received prior to May 1, 2014** - Parent will receive a full refund of all payments (including the full deposit).

**(ii) For cancellations received between May 1, 2014 and June 1, 2014** - 25% of tuition will be retained by Camp as a credit against a future Camp session.

**(iii) For cancellations received after June 1, 2014** - 50% of tuition will be retained by Camp as a credit against a future Camp session and all additional payments will be refunded.

The \$99 CAP fee is applied per session, and is non-refundable. If Camper needs to leave Camp early, the unused portion of the Camp tuition will be retained as a credit by Camp for a future Camp session. CAP is intended to protect the Camp investment should Parent or Camper need to cancel for any personal reason (including personal choice). Participants in CAP do not need a specific reason to receive the benefits of CAP. However, in order to protect the Camp for future generations, the Camp reserves the right to issue credits in lieu of scheduled refunds in the unlikely event of an Act of God, War, Terrorism, Civil Unrest, or any other non-personal situation that, in the Camp's sole judgment, could lead to significant cancellations that would have a negative financial impact on the future of the Camp.

**2. Rules and Regulations:** The camper (Camper) and parent(s) (Parent) agree to abide by all of the rules and regulations established by Berkshire Soccer Academy for Girls (the Camp) including, without limitation, those relating to enrollment and withdrawal of campers and visitation.

**3. Dismissal of Camper:** The Camp reserves the right to dismiss, in its sole discretion, any Camper whose condition, conduct, influence or behavior is deemed unsatisfactory or detrimental to the best interests of the Camp or her fellow campers or who violates camp rules and regulations, in which case no refunds will be made.

**4. Medical Care:** Medical care provided by the Camp nurse and athletic trainer is included in the tuition. Parent grants Camp permission to utilize medical treatment (including dental and orthodonture) outside of Camp should the Camp Director(s) (the Director) deem such treatment necessary for Camper's well being. Should it be necessary for the well being of the Camper to use outside medical care, all expenses involved will be paid by Parent. In addition, any dental, orthodontic, or optical work will be paid by Parent.

**5. Camper Medical Information:** Parent must inform the Director prior to registration if Camper has received professional counseling or medication for behavioral modification during the last 12 months. Parent must also inform Director immediately if such care or medication occurs after registration and prior to the camp season. Failure to so inform the Directors of the prescription of such medication may lead to dismissal of Camper from Camp, and in the event of such dismissal, there will be no refund.

**6. Waiver release:** Parent attests that Camper is in good health and has Parent's full permission to participate in a vigorous soccer and camp program. Parent attests that Camper has no previous sickness, illness, disease, or bodily injury that is contradictory to participation. Parent fully understands that soccer is a contact sport and that physical injury may occur during the course of practice/game sessions.

**7. Permission to Participate:** Parent grants Camper permission to participate in all camp activities, excursions, and special outings and understands that accidents and injuries may occur in the natural course of participation in such activities. Many of the activities that may be offered are depicted on the Camp's web-site. Such activities may change. Some may not be offered, and others, not shown on the web-site, may be added.

**8. Scope Of Elective Offerings:** A variety of elective offerings, evening activities and special events are offered during each session. Depending on a variety of factors, including, without limitation, weather, availability of staff, scheduling, and programming considerations, some of the elective offerings, special events and evening activities depicted on the Camp's web-site or in its promotional materials may not be offered during a particular camp session. The Camp does not represent that every elective offering, evening activity or special event depicted on its web-site or in its promotional materials is offered during every session.

**9. Images, etc:** Permission is hereby given for Camp to use in promoting the Camp and in other ventures directly relating to the Camp (i) digital, photographic, video, and audio images or likenesses of camper; and (ii) statements, articles, names, music, art, photographs, audio recordings, films and videos created by Camper or originating from Camp or from a Camp-related activity.

**10. Belongings:** Camp is not responsible for Camper's belongings or equipment while in transit or at Camp.

**11. Tipping:** Tipping of staff is prohibited.

**12. Effective Date:** This enrollment application will take effect and become binding when (a) signed by Parent; (b) returned to Camp; and (c) accepted by Camp.

**13. Disputes; Collection:** All claims or disputes asserted by Camper or Parent against the Camp and arising from or related to this Agreement shall be brought and maintained in the courts of the Commonwealth of Massachusetts (County of Berkshire), and Parent expressly submits to the jurisdiction of such courts. The substantive law of the Commonwealth of Massachusetts will govern such disputes without regard to conflict of law rules. Any individual bringing legal action against Camp, which action is decided in favor of Camp, will be responsible for all legal fees, court costs and out-of-pocket expenses of Camp, its owners and employees. If tuition or fees are not paid in full for Camper, Parent will be liable for all costs of collection, including attorney's fees.

**14. Massachusetts Department of Health Regulations:** The Berkshire Soccer Academy for Girls must comply with regulations of the Massachusetts Department of Public Health and be licensed by the local board of health. Parent may request copies of the Camp's background check, health care and discipline policies as well as procedures for filing grievances, all in accordance with the Massachusetts regulations governing summer camps.

**15. Entire Agreement:** This Camper Application encompasses the entire agreement between Camp and Parent and supersedes all previous understandings and agreements between the parties, whether oral or written. Parent hereby acknowledges and represents that he/she has not relied on any representation, assertion, guaranty, warranty, collateral contract or other assurance, except those set out in this Agreement. Parent hereby waives all rights and remedies, at law or in equity, arising or which may arise as the result of a his/her reliance on such representation, assertion, guaranty, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of Parent's right to remedies arising out of gross negligence, willful misconduct or fraud.