

THE BERKSHIRE SOCCER ACADEMY FOR GIRLS Camper Application 2017

800.326.9219 · www.berkshiresocceracademy.com

PARENT/GUARDIAN INFO	ORMATION			
First Name	Last Name		Relationship	
Address	City	State	Zip	Country
Home ()	Cell ()		Email	
How did you hear about us?				
CAMPER INFORMATION				
First Name	Middle	Last Na	ıme	
Nickname (name camper goes by)			Birth Date	//
School Grade (2016 - 2017)	School			
What soccer team does she play for?_				
What soccer club does she play for? _		What league does he	er club team play in? _	
SELECT SESSION(S) (Chec	k all that apply)			
□ Save-A-Spot: Enroll now to reserve early enrollment rate for the sessic Choose the exact session by March Save-a 2nd-Spot: Check this box, above, to save your spot in a 2nd sexact session by March 15, 2017. I Save-a 3rd-Spot: Check this box, a options above, to save your spot in exact session by March 15, 2017. I BSA Session I with TeamFirst: Jun (current grades 3-8) Tuition: \$1,89 □ Bridge A with TeamFirst: June 30 □ Tuition: \$695, Deposit: \$150 □ BSA Session II with TeamFirst: June (current grades 3-8) Tuition: \$1,89 □ Bridge B: July 7—8 Tuition: \$525, □ BSA Session III: July 9—13 (current grades 3-8) Tuition: \$1,45	on of your choice. In 15, 2017. Deposit: \$495 In 15, 2017. Deposit: \$495 In 16, 2017. Deposit: \$495 In 16, 2017. Deposit: \$495 In 16, 2017. Deposit: \$495 In 17, 2017. Deposit: \$495 In 25–29 In 25, Deposit: \$495 In 2–6 In 2017. Deposit: \$495 In 2–6 In 2017. Deposit: \$495 In 2017. Deposit: \$150	BSA Session IV *Athletes must of Visit our website Tuition: \$1,450 Bridge D: July if BSA Session V: (current grades Bridge E: July if BSA Session VI (current grades Bridge F: Augu	, Deposit: \$495 21—22 Tuition: \$525,	nal: (July 16–20) session. a. (current grades 5-10) Deposit: \$150 Deposit: \$495 Deposit: \$495 Deposit: \$495 August 6–10 a), Deposit: \$495
ADDITIONAL PROGRAMS				
GOALKEEPER TRACK The optional Goalkeeper Track is offe BSA sessions, at no additional cost. M this track can be found on our website No, my child is not interested in pa	red during all of our lore information on 	Private training takes pla	Private Training is off ce during the afternoo	ered during all BSA Session on Elective period. Campers or week. Visit our website for
Goalkeeper Track. Yes, please register my child for th		60-min. training with a H	ead Coach on a speci	fic skill(s) of your choice.
for session(s)	o coamocping nack	☐ \$100 x (quar	ntity) of lesson(s) — mo	ax. 2 per camp session

HE BERKSHIRE SOCCER ACADEMY FOR GIRLS: Camper Application 2017 Continued

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Ιh	o Borkshiro Soccor	Acadomy tor ((-irls offers the tell	awing trution discounts	Lor more intermetion o	n oach plaase visit our website

- 1. Early Enrollment Discount: Early enrollment discounts are deducted automatically based on the date we receive your application. This discount will automatically apply to your balance and be reflected on your invoice. For more information, visit our website.
- 2. Multiple Session Discount: Receive \$200 off 2 sessions, \$300 off 3 sessions, \$400 off 4 sessions, \$500 off 5 sessions, \$600 off 6 sessions (includes Bridge sessions). This discount will automatically apply to your balance and be reflected on your invoice.
- 3. Sibling Discount: Do you have more than one child applying to any of our camp sessions this summer? Yes (\$100 discount for each additional child) 4. Gift Certificates: Do you have a Gift Certificate?

Yes If yes, please provide your Gift Certificate Code: ___

PAYMENT INFORMATION

Signature Parent/Guardian_

Upon submitting this application, you will receive a statement by email which will reflect all charges to your account. You will also receive a

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- 1 Payment by Credit Card: I will pay the remaining tuition balance on the credit card listed above. An automatic 2.5% processing fee applies to all credit card payments.
- Pay by Check: I will pay the remaining tuition balance by check by June 1, 2017. All checks can be made payable to "Berkshire Soccer Academy" and mailed to the address at the bottom of this page.
- Installment Plan by Credit Card: I authorize my credit card to be automatically charged equal installments on the 15th day of each month between my date of enrollment and the pay-in-full due date of June 1, 2017. Installment amounts are based on date of enrollment. An automatic 2.5% processing fee applies to all credit card payments.

By signing below, I affirm that I have read and agree to the terms and conditions set forth on all three (3) pages of this Application.

Date

Mailing Address: Berkshire Soccer Academy for Girls, 2242 Village Center Drive, Encinitas, CA 92024 Submit by email to: eric@berkshiresocceracademy.com Submit by fax to: 855.315.3030 Questions: Contact Directors Liza & Eric Wittenberg at 800.326.9219

> For Office Use Only: Application Received Date: ___ _____ Initials: ___

TERMS AND CONDITIONS

- 1. Payment: Payment terms are a \$495 deposit for each camp session, (includes a \$125 non-refundable application fee) to accompany enrollment. Total balance due June 1, 2017. For those paying by credit card, an automatic 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 ("Camper Assurance Program"): For those who do not elect to participate in CAP, all tuition and fees are fully refundable for cancellations due to ANY reason (less the \$125 application fee) prior to April 1, 2017. There are no refunds after March 31, 2017. 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 may 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.**
- For cancellations received prior to May 1, 2017 Parent will receive a full refund of all payments (including the full deposit, less the \$125 application fee).
- For cancellations received between May 1, 2017 and May 31, 2017 - 25% of tuition will be retained by Camp as a credit against a future Camp session; and all remaining payments will be refunded (including the full deposit, less the \$125 application fee).
- For cancellations received between June 1, 2017 and 7 calendar days prior to the first day of an enrolled session 50% of tuition will be retained by Camp as a credit against a future Camp session; and all remaining payments will be refunded (including the full deposit, less the \$125 application fee).
- For cancellations received within 7 calendar days prior to the first day of an enrolled session No refunds will be provided except, in the event of a cancellation due to a documented injury, 50% of tuition will be retained by Camp as a credit against a future Camp session; and all remaining payments will be refunded (including the full deposit, less the \$125 application fee).
- Early departure from a session The session will be pro-rated. For purposes of proration, any portion of a day shall be considered a full day. There will be no remuneration for the portion of camp attended. 50% of the unused portion of tuition will be retained by Camp as a credit against a future Camp session; and all remaining payments will be refunded (including the full deposit, less the \$125 application fee).
- The \$125.00 CAP fee is applied **per session**, and is non-refundable. 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").
- **3. Dismissal of Camper:** The Camp reserves the right to dismiss, in its sole discretion, any Camper whose condition (including, without limitation, communicable illness, lice, nits, fever, skin irritation, concussion), 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 orthodontic) 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 via a Physician Examination Form. If Camper has received professional counseling or medication for a physical or behavioral need during the last 12 months. Parent must also inform Director immediately if such care or medication occurs after initial submission of a Physician Examination Form and prior to the camp season (including, without limitation, a communicable illness, orthopedic injury, concussion). Failure to so inform the Director may lead to dismissal of Camper from Camp. In the event of such dismissal, no refund will be given.
- 6. Permission to Participate; Condition of Camper:
 Parent grants Camper permission to participate in all camp activities, including a rigorous soccer and camp program.
 Parent attests that Camper is in good health and does not have and has not previously had any sickness, illness, condition, heart condition, disease or bodily injury that will expose her to added risk if she participates in such activities.
- 7. Assumption of Risk: Soccer, sports and physical activity in general, by their very nature, carry with them certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The Camp offers activities such as soccer, field games, hiking, boating, fishing, dancing, theater, swimming, running, art and cooking. Some of these involve situations, environments or activities that may lead to illness, physical injuries, or psychological stress. The specific risks vary from one activity to another, and range from (i) minor injuries such as scratches, bruises, strains, sprains, contact with poisonous plants and animals, heat exhaustion, dehydration and embarrassment, (ii) major injuries such as eye injury or loss of sight, joint or back injuries and concussions, and (iii) catastrophic injuries including paralysis and death. Parent agrees that he/she has read the preceding provisions of this Section 8 and knows, understands, and appreciates these and other risks that are inherent in the activities offered by the Camp. Parent agrees that Camper is voluntarily participating in the Camp's program of activities and that Parent, on behalf of Camper, knowingly assumes all such risks. Parent expressly agrees that the foregoing assumption of risk provision is intended to be as broad and inclusive as is permitted by the law of the Commonwealth of Massachusetts and that, if any portion of this provision is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.
- **8. Scope of Elective Offerings:** The Camp's web-site describes and depicts a number of elective activities, evening activities and special events that may be offered at the Camp. 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. Some of the activities that are described or depicted may not be offered during a particular session, and others that are not described may be offered. The specific activities to be offered during each session vary depending on a variety of factors, including, without limitation, weather, availability of qualified staff and programming considerations.
- **9. Visiting Professionals:** The Camp's web-site may identify certain professional soccer players and coaches who are scheduled to visit during a particular camp sessions. The Camp will use its best efforts to schedule these appearances. However, the possibility exists that a particular appearances may not occur on account of a

- variety of factors, including, without limitation, weather, injury, sickness or family emergency.
- 10. Private Training Sessions: The Camp offers a limited number of private training sessions which take place during elective periods. There is an additional charge for such sessions. The Camp will use its best efforts to ensure that scheduled sessions occur. However, the possibility exists that a Camper may not receive a training session for which she has enrolled. This may be due to a variety of factors, including, without limitation, weather, sickness, injury or staff incapacity. If a Camper does not receive a scheduled training session, the fee for that session will be fully refunded. Campers and parents confirm Private Training Session(s) at at the Orientation Stations on Arrival Day. If, after confirming a Private Training Session, Camper or Parent cancels the session, payment for the session will not be refunded.
- 11. Goalkeeping Track: The Camp's web-site states that Goalkeeper training is offered during most camp sessions. The Camp will use its best efforts to ensure that such training is offered. However, the possibility exists that goalkeeper training may not be offered at all or to the extent anticipated. This may be due to a variety of factors, including, without limitation, weather, lack of field space, scheduling conflicts, staff absence, etc.
- 12. Images, Video, etc: Permission is hereby given for Camp to use in promoting the Camp and in other ventures or media 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.
- **13. Belongings:** Camp is not responsible for Camper's belongings or equipment while in transit or at Camp.
- 14. Tipping: Tipping of staff is prohibited.
- **15. 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.
- 16. Disputes; Collection: All claims or disputes asserted by Camper or Parent against 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.
- 17. 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.
- 18. 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 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