

THE BERKSHIRE SOCCER ACADEMY FOR GIRLS

2015 Terms and Conditions

1. Payment: Payment terms are a deposit for each session, (includes a \$100 non-refundable application fee) to accompany enrollment. Total balance due the later of June 15, 2015 or the date of enrollment. 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, 2015. There are no refunds after March 15, 2015. 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. 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, 2015 - 100% of tuition will be refunded including the deposit (less the \$100 application fee).

(ii) For cancellations received between May 1, 2015 and June 1, 2015 - 25% of tuition will be retained by Camp as a credit toward a future Camp session, and all additional payments will be refunded (less the \$100 application fee).

(iii) For cancellations received after June 1, 2015 - 50% of tuition will be retained by Camp as a credit toward a future Camp session, and all additional payments will be refunded (less the \$100 application fee).

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 Due to Injury or Illness: The Camp reserves the right to dismiss, in its sole discretion, any Camper whose physical condition, due to an injury or illness acquired either before or during the Camp session, is deemed unsatisfactory or detrimental to the best interests of the Camp or her fellow campers, in which case **no refunds will be made.**

4. Dismissal of Camper Due to Conduct: The Camp reserves the right to dismiss, in its sole discretion, any Camper whose 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.**

5. 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.

6. 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 Director may lead to dismissal of camper from Camp, and in the event of such dismissal, **no refund** will be given.

7. 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, disease or bodily injury that will expose her to added risk if she participates in such activities.

8. 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, swimming, running, art and cooking. Some of these involve situations, environments or activities that may lead to illness, physical injuries, psychological stress or damage. The specific risks vary from one activity to another, but the risks 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 thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

9. 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.

10. 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.

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

12. Tipping: Tipping of staff is prohibited.

13. 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.

14. 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.

15. 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.

16. 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.