

# THE BERKSHIRE SOCCER ACADEMY FOR GIRLS

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## 2016 Terms and Conditions

**1. 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").

**2. Dismissal of Camper:** The Camp reserves the right to dismiss, in its sole discretion, any Camper whose condition (including, without limitation, communicable illness, lice, fever, 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.

**3. 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.

**4. 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.

**5. 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.

**6. 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 6 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.

**7. 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.

**8. 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.

**9. 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 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.

**10. 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.

**11. 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.

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

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

**14. 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.

**15. 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.

**16. 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.

**17. 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.