

**2021 Camper Application Terms and Conditions**  
**Berkshire Soccer Academy**  
**East Otis, MA**

**1. Payment:** Payment terms are a \$595 deposit for each camp session, (includes a \$150 non-refundable application fee) to accompany enrollment. Total balance due **June 1, 2021**. 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 \$150 application fee) prior to April 1, 2021. There are no refunds after March 31, 2021. All cancellations must be in writing.

**1b. CANCELLATION POLICY for FAMILIES PARTICIPATING in CAP:** CAP is intended to protect the camp investment should Parent or Camper need to cancel or leave for any reason (including personal choice). 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.**

- i. **For cancellations received prior to May 1, 2021** - Parent will receive a full refund of all payments (including the full deposit, less the \$150 application fee).
- ii. **For cancellations received between May 1, 2021 and May 31, 2021** - 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 \$150 application fee) except, **in the event of a cancellation for Session I with TeamFirst**, 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 \$150 application fee).
- iii. **For cancellations received between June 1, 2021 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 \$150 application fee).
- iv. **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 \$150 application fee).
- v. **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 \$150 application fee).

The \$150.00 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”) 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 (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 and 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. If Camper has enrolled in one or more Bridge Programs, then Parent grants Camper permission to participate in activities undertaken during those programs, which may include, without limitation, white water rafting, zip lining and amusement park rides and attractions. 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.

**8. Assumption of Risk; Release of Liability:** 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. In many cases, such risks cannot be eliminated without jeopardizing the essential qualities of the activity. The Camp offers activities such as soccer, field games, hiking, boating, fishing, dancing, theater, swimming, running, art and cooking. The Camp's Bridge Program offers off-site activities such as white water rafting, zip lining and amusement park rides and attractions. Both on and off-Camp 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 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 despite the risks and that Parent, on behalf of Camper, knowingly accepts and 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.

Parent voluntarily releases, forever discharges, and agrees to indemnify and hold harmless the Camp from any and all claims, demands, or causes of action, which are in any way connected with Camper's participation in Camp-related activities including any such claims which allege negligent acts or omissions of the Camp. By signing this document, I acknowledge that if anyone is hurt or property is damaged during Camper's participation in Camp-related activities, I may be found by a court of law to have waived my right to maintain a lawsuit against the Camp on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

**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.

**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 session. The Camp will use its best efforts to schedule these appearances. However, the possibility exists that 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. 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.

**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.

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