

## **Terms and Conditions Agreement:**

The below Terms and Conditions are acknowledged and agreed to by and between the Union for Reform Judaism's (URJ) Camp Newman (hereafter referred to as "Camp") and the undersigned parent or guardian (referred to herein as "Parent", "Guardian", "I", "Me", "You" and "We") on behalf of Parent or Guardian's child (hereafter "Camper") and represent the expectations and agreements in order to be eligible for acceptance to Camp. These Terms and Conditions consist of the following:

- Requirements for Acceptance to Session at Camp
- Deposit, Payment, Refund and Change of Session Policies
- Program Coverage
- Third Party Travel Protection Insurance Disclaimer
- Camper's Participation and Camp Program Expectations
- Parent/Guardian Authorizations
- Recording Release
- Release and Indemnification

## **Requirements for Acceptance to Session at Camp:**

- In the mutual interests of Camp, Camper, and for the well-being of all campers at Camp, I understand that Camper must respect and observe the rules, regulations and policies of Camp, which have been developed for the benefit of all campers including Camper to strengthen the Camp program and enhance the experience for all campers. In particular, as Parent/Guardian of Camper, I/We agree to the implementation and enforcement of the rules, regulations and policies at Camp for the 2021 summer camping season, and which are part of this Agreement, and have reviewed these rules, regulations and policies with Camper.
- I agree that Camper's acceptance into a session at Camp is not confirmed until explicit written verification is received from the Camp, which notice will usually come from Camp via email to the email address established by me in my application.
- I understand that this application is accepted subject to a physical examination of Camper by a physician and the completion (and timely submission) of all necessary forms (medical, Camper Info, etc.) in accordance with Camp policy.
- I understand that the URJ, its camping system, and the Camp consider Camp safety and public health matters of utmost importance. The vaccination of all members of the camp community ranks as a key component in maintaining a safe environment and in decreasing the risk of transmission of contagious illness. Accordingly, Camp and the URJ Camping system requires that any member of the camp community in residence receive up-to-date, age appropriate immunizations. Accordingly, this application is accepted subject to Camp's timely receipt of evidence of appropriate immunizations. The

complete list of required immunizations and exemptions can be found on the camp's Health Forms.

- I agree, prior to the beginning of the camp season, to provide proof of medical insurance covering Camper throughout the sessions to be attended by Camper. Medical insurance for Camper can be purchased for the period at Camp through the Camp insurance company. (Please contact your camp office for more information.)

## **Deposit, Payment, Refund and Change of Session Policies:**

### **Deposit**

- I agree to submit at time of registration via electronic payment method (Credit Card, Debit Card, or E-Check (ACH)) a \$400 per Camper/per session non-refundable administrative deposit (except as otherwise provided below) in order to have Camper's application processed.

### **Payments**

- 150 days prior to Camp's first session start date – 25% of tuition payment is due;
- 90 days prior to Camp's first session start date – an additional 50% of tuition payment is due (75% of tuition paid);
- 60 days prior to Camp's first session start date – final payment is due.

Camp Sessions and Corresponding Dates:

150 days prior	1/21/2021
90 days prior	3/22/2021
60 days prior	4/21/2021
45 days prior	5/6/2021

### **Refunds**

- Cancellation by 90 days or more prior to the first session start date – 100% of tuition is refundable except for the administrative deposit
- Cancellation between 90 days and 45 days prior to the first session start date – 75% of tuition is refundable
- Cancellation by 45 days or less prior to the first session start date – no refunds will be given unless stated below.
- Camp reserves the right to refund any eligible refund in multiple installments as determined by Camp.

Refunds Given:

- Refunds will be given without penalty (including deposit):
  - for campers on a “Waiting List” (those not able to be placed in their desired session at Camp) if at any time they choose to be removed from the list or are ultimately unable to be placed;
  - if Camp is unable or elects not to open because of government regulations, orders or guidelines
  - if Camp is required to cancel the session of a child with a pre-existing health condition;
  - if Camp is unable or chooses not to open at their own discretion.

Refunds not given:

- Refunds will not be made if Camper has attended any portion of the session at Camp. This covers all circumstances, including, but not limited to:
  - Camper’s homesickness
  - Camper’s refusal or inability to participate in the normal activities at Camp
  - Camper’s violation of any rules, regulations or policies at Camp for which Camper has been provided notice, and as described below in “Camper’s Participation and Camp Program Expectations” section.

### **Change of Session**

If Camp is required to make a change to Camper session prior to summer, You will be notified by Camp in writing. Camp will provide an opportunity at that time for You to cancel Camper’s session without penalty (including return of any deposit). You will also be eligible for this change of session refund for all children in Your household who are registered at Camp regardless if the sessions of the sibling(s) were not changed.

A change to the Camper session is defined as one or more of the following: a change of session dates, session cost, or camp geographic location change.

### **Program Coverage:**

- I understand that the Camp’s insurance will, for accidents (other than those caused by Camp’s negligence), cover all the costs above and beyond those reimbursements made by Camper’s family’s insurance plan up to a maximum of \$5000. All Camper’s non-accident health-care requirements which are not Camp-related will be at Camper’s family’s expense. A copy of the insurance settlement must be submitted with all claims for reimbursement. I hereby waive any and all claims for medical expenses for Camp’s non-negligent accident over and above that set forth in this paragraph.

### **Third Party Travel Protection Insurance Disclaimer:**

Camp may recommend a third-party Travel Protection Insurance policy that may allow you to recoup some or all of the expenses you may incur due to cancellation, dismissal, injury requiring withdrawal from the program, lost or delayed luggage, or other unexpected circumstances. Policy details can be provided by Camp upon request. Camp **IS NOT** a travel protection insurance provider; decisions regarding the insurer's liability are made at the sole discretion of the third-party insurer in accordance with the terms of the insurance policy. Camp shall bear no liability for claims denied in part or in full by the third-party insurer. Camp cannot guarantee the applicability of third-party travel protection policies purchased from insurers other than the recommended insurer. Camp shall bear no liability for expenses incurred due to your failure to purchase travel protection insurance, including but not limited to unrefunded tuition fees, air travel rebooking fees, expenses due to delayed or lost luggage.

### **Camper's Participation and Camp Program Expectations:**

- I agree to have Camper in attendance at Camp on-time and for the full extent of Camper's scheduled session. Accommodations for late arrival, early departure and/or excused absence must be made in writing in advance of the scheduled session, and will only be granted when possible, with written permission of the Camp.
- I understand that I, as Parent or Guardian am responsible for all transportation to and from Camp. Please refer to the Camp's Family Handbook for further travel instructions.
- I hereby give permission and acknowledge the expectation for Camper to engage in all activities (except as noted on the Health Form and acknowledged by Camp).
- I agree that all policies regarding the use of technology, cellular/mobile telephones and other related items will be enforced. For more details, please refer to the Camp's Family Handbook.
- I agree that the Camp's senior director or their delegate reserves the right to dismiss Camper without refund should Camper be found by Camp to:
  - disregard Camp rules or endanger Camper's, other campers' or other persons' safety or well-being at Camp;
  - harm themselves or other members of the Camp community;
  - destroy Camp property or the property of another member of the Camp community;
  - require consistent one-on-one supervision or supervision beyond the level that can reasonably be provided by Camp or its staff;
  - fail to meet the character and integrity requirements of Camp;
  - violate any rule, regulation or policy that Camp may have in effect during the session at Camp.
- I will abide by and support all Camp rules, regulations and policies included in the Camp's "Family Handbook".

## **Parent/Guardian Authorizations:**

- I/We give permission to Camp to provide routine health care, and seek emergency medical treatment including but not limited to ordering x-rays and routine tests. I/We give permission for Camp to release any of Camper's and our medical and insurance records necessary for insurance purposes.
- In case of Camper's medical emergency, I/We hereby give permission to the physician selected by the Camp to hospitalize, secure proper treatment for, and to order injection, anesthesia or surgery for Camper. Every effort will be made by Camp to immediately contact You in the event of any such emergency. Information may be printed/photocopied for access in an emergency involving Camper.
- I/We authorize the Camp medical staff to administer over-the-counter medications, medicines prescribed for Camper, including medications that Camper brings to Camp, those listed as medications Camper is currently taking, and medications needed in the care and treatment of Camper.
- I/We authorize the use of Camper's and My/Our name and program registration information for the purposes of sharing/verifying affiliation with reported URJ Congregation as well as in Camp Rosters.
- I authorize communications to myself and my minor family members registered to this account via mail, email, text, phone and other similar communication methods for the purposes of transactional communications as well as marketing communications for this and other URJ programs. This authorization is applicable to all adult family members registered to this account. Please know that we do not sell or market email addresses. If you do not wish to receive further communications from the URJ and URJ affiliates you will be able to opt out at that time.
- I hereby give my permission for Camper to leave Campgrounds to participate in Camp programs.

## **Recording Release:**

Except as set forth in the Parent/Guardian Authorizations above, Parent/Guardian also hereby consents to the unlimited recording, use and reuse by Camp, the URJ and URJ Partners and Affiliates (collectively, "Releasees") of Camper's voice, actions, likeness, first name, appearance and biographical material (collectively "likeness") in an appropriate manner as determined by Camp and the URJ in its reasonable discretion, in any and all media now known or hereafter devised, including but not limited to live video, live audio, marketing materials and social media posts. Parent/Guardian agrees that Releasees may use all or any part of Camper's Likeness, and may alter or modify it regardless of whether or not Camper is recognizable. Parent/Guardian further agrees that Camp exclusively owns the registration materials that Parent/Guardian has provided in connection with the program registration and any photos and video that Camp will make of Camper in connection with the Camp program (the "Materials") and all rights therein and thereto including, without limitation, the right to use the Materials and Camper's Likeness in any and all media now known or hereafter devised worldwide, in perpetuity. Parent/Guardian further agrees that Camp may use Camper's Likeness and the Materials in connection with any promotion, publicity, marketing or advertisement for Camp, the URJ and URJ Partners and affiliates, including live

video and audio broadcasts. Parent/Guardian releases Releasees from any and all liability arising out of the reasonable use of Camper's Likeness and/or the Materials. Parent/Guardian agrees not to make any claim against Releasees as a result of the recording or use of Camper's Likeness and/or the Materials (including, without limitation, any claim that such use invades any right of privacy and/or publicity).

## **Release and Indemnification:**

### **Release:**

- I understand that Camp accepts no responsibility for loss or damage to Camper's property (including clothing, equipment, personal effects or money) incurred during the session at Camp or while in transit. Camp highly recommends that audio equipment, computer games, money or items with significant material value or sentimental value not be brought to Camp. Although every effort is made to return lost or misplaced items, Camp cannot be held responsible for Camper's misplaced, lost or stolen property.
- In the mutual interests of Camp, Camper and other campers, Parent/Guardian will respect and observe the rules, regulations and policies of Camp as laid out in this Agreement, the Camp's Family Handbook, incorporated within this Agreement, and which rules, regulations and policies have been developed for the benefit of Camper and all campers at Camp. If for reasons of discipline Camper is sent home, Camper's fee and tuition is forfeited.
- I understand that Camp reserves the right to amend/update these Terms and Conditions and any Rules and Polies as necessary and such will then be addendums to be included in the Camp's Family Handbook.

**Indemnification:** Except with the respect to the sole negligence of the URJ and its employees, Camper and Parent/Guardian, for Camper and themself(ves) hereby release, discharge, and hold harmless Camp, the URJ and their employees, officers, directors and trustees from any and all claims, expenses, costs, damages, fees (including attorneys' fees), lawsuits, or other legal causes of action, resulting from and/or relating to Camper's participation in a URJ Program, Camp, Camp events and programs, and Camper's travel to and from Camp.