

## **CAMP WAH-NEE**

128 Wah-Nee Road, Torrington, CT 06790 Tel: 860-379-2273 Fax: 860-379-2249

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Winter Office:
61 Bogart Avenue, Port Washington, NY 11050
Tel: 516-883-1285 Fax: 516-883-9070

## 2024 WAH-NEE CAMPER ENROLLMENT APPLICATION

mper's Name:	$M \Box_F \Box_{Go}$	ing Into Grade	Date of Birth://	
mper's Email:	(cneck one)	Home Telephone	<mark>)</mark> :	
ldress:	-	Siblings:	age:	
	_		age:	
* PLEASE TYPE OR PRINT CLEARL	Y; ACCURAT	E INFORMATIO	N IS ESSENTIAL *	
Mother's Name:	Fathe	r's Name:		
Occupation:				
Work Tel: ()				
Cell #: (				
Mom's Email:				
Status: Married Sepa				
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11111 4 1 1 21				
would like to bunk with:				
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	SCHEDULE -		<u>!</u> 2 <u>5</u>	
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Super-Saver Tuition - \$12,300 (plus canteen fund of \$650)	SCHEDULE -	NO INCREASE!! lar Tuition - 12,99 (plus canteen fund	!   <u>5</u>   of \$675)   oplication	
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Signature of Parent **NO TIPPING PERMITTED (Page 1 of 4 – 2024 CONTRACT)** 

## MEDICAL AUTHORIZATION

In the event of an emergency, or if I (the Parent/Guardian) cannot be reached, I hereby give permission to the physician, facilities, or personnel selected by the Camp to secure and administer treatment, including hospitalization, for my child as named in this contract. I understand and agree the Camp cannot guarantee safety from communicable diseases such as Covid-19 and others. I will not hold or attempt to hold the Camp responsible in any way should my child(ren) contract any communicable disease as a result of their attendance at Camp, without regard to any precautions, mitigation strategies or other efforts the Camp may or may not have taken in connection therewith. Should the Camp not be able to operate due to conditions surrounding Covid-19 or other diseases, or should Camp be required to close midseason, I understand no refunds will be available. When vaccine(s) becomes available for any such diseases, I understand the Camp may require vaccination(s) be timely obtained by me and/or my child(ren) as a mandatory condition for attending Camp, and my refusal to comply with any such requirement can result in a forfeiture of all amounts of tuition paid or payable. Testing before and/or during camp for me and/or my child(ren) may be required by the Camp at any time, and I agree to comply with any such requirements as a condition to myself and/or my child(ren) attending, visiting or remaining at the Camp. I agree to provide a current, active credit card to cover any medical expenses my child(ren) may incur. The Camp has my (our) permission to use this card as appropriate, in the Camp's sole discretion, whether during or after the camp season. This credit card form will be included in the camper information packet I will receive online prior to camp. I agree that I am solely responsible for the full cost of all such care as deemed necessary in the sole discretion of the Camp and/or its medical personnel, staff, directors or advisors. I understand that doctors and/or other medical professionals may visit the Camp from time to time. I agree to allow any visiting doctor or other professional the Camp uses to treat my child, even if they are there on a volunteer or visiting basis, or as a good Samaritan. I agree to fill all needed prescription or nonprescription daily/regular medications through the pharmacy service selected by Camp. I hereby voluntarily and on a fully informed basis irrevocably, unconditionally and unreservedly waive, release, discharge and agree not to bring, and hereby agree to indemnify and hold harmless the Camp, any of its affiliates or any of their respective owners, directors, officers, employees, staff, personnel (including medical personnel), agents, advisors or other business relations from, any claim, whether direct or indirect and whether brought by or on behalf of me, my

child(ren) or any of our respective family members, arising out of or relating to my or my child(ren)'s attendance			
at the Camp, including in respect of any and all communicable diseases (such as, but not limited to, Covid-19).			
☐ I consent and agree to the foregoing.			
I agree to furnish my child's medical records as completed by my physician, and to provide all details of my child's medical insurance coverage(s). <u>I will fully inform the Camp of any ongoing medical condition or treatment(s)</u> ,			
psychological care or conditions, or emotional or mental problems, and provide a list of all medications my child is			
using or may be discontinuing at camp or prior to camp. I further agree to disclose to the Camp any and all family			
related issues that may cause the camper stress while at camp, including parental separation, divorce or recent deaths. I acknowledge this information is needed so the Camp can properly care for my child. I understand that any failure to fully disclose such information in advance of my child attending the Camp can lead to my child's dismissal from Camp for the good of the child and/or the greater Camp community, in the Camp's sole discretion. I understand and agree that any such dismissal will be without refund, even if I disagree. Camp policy requires proof of current MMR vaccinations and tetanus coverage. Should new vaccination(s) become available, they may be required for attendance at camp.			
☐ I consent and agree to the foregoing.			
I agree that failure to fully complete and sign all of the required camp forms and promptly return them to the Camp before camp starts, that I will accept full responsibility for any consequences that may result. I further accept responsibility for getting my child's physician to properly sign the required Camp medical forms and authorizations to treat medically and/or administer medicines, whether by prescription or over-the-counter. I agree to hold the Camp, its medical personnel, owners, directors and counselors harmless from any claims arising over such omissions or errors on forms.			
☐ I consent and agree to the foregoing.			
In addition, I hereby fully and irrevocably release, indemnify and hold the Camp and its owners, directors, employees, agents, physicians, nurses, and all other Camp personnel and associates harmless from any and all claims that may arise from or relate to the subject matter of any of the foregoing provisions in this Medical Authorization section to the extent relating to my child.			
Signature: Date:			
(Page 2 of 4 – 2024 CONTRACT)			

## **CONTRACT TERMS**

The Camper and Parents agree to abide by the rules and regulations set forth by the Camp from time to time for the health, safety and welfare of all the children and staff at the Camp. These rules are stated in our annual camper information packet, which you will receive in the Spring before camp begins. In the event any camper is suspended or expelled for violating Camp policy, there will be no refund forthcoming. No allowance will be made for late arrival or early departure of a camper for any reason, including injury or illness before or during camp. All families must purchase a separate additional travel or vacation insurance plan in order to obtain any refund of tuition. Look for a "CFAR" (cancel for any reason) policy. These policies need to be purchased well in advance (usually 90 days) of the first day of the camp season.

We will provide you with a form on our website called the "Camper Behavior Expectations and Camp Policy Form," which clarifies and shows examples of what our policies are. This form must be read and signed by you, indicating your full understanding and agreement, and returned as required prior to Summer 2024. You are expected to discuss these important matters with your camper(s). Notwithstanding any failure to sign and return this form, your child's attendance at Camp will conclusively evidence your full acknowledgement of and agreement with all terms and conditions therein.

If it is necessary, in the sole judgment of the Camp, to use outside medical, surgical, psychological, orthodontic, dental or any other form of aid for the Camper's health, all such expenses will be paid for by the Parent(s) and charged to their credit card whenever possible. The Camp is not responsible for any medical conditions (pre-existing or not). There are many risks inherent in your child's participation at Camp, including the risk of injury whether on a sports field, at an activity, in the bunks or anywhere else in or around Camp, or at an out-of-Camp activity, at any hour of any day or night. Accident or injury can occur during or between regular activities, whether scheduled or not, supervised or unsupervised. **Supervision is never 100%. There will be times when your child(ren) will not be watched directly by our staff.** Parents and families agree to assume and accept any and all such risk(s) of injury or accident. The Camp is not responsible for any injuries or medical expenses that may be incurred from your child's participation in camp or when you visit Camp. This includes any deductibles or co-pays you may be responsible for, whether you have health insurance or not. Such expenses are not included in Camp charges (tuition/canteen) and are not covered by Camp.

Additional canteen and/or trips or travel expenses, as well as required Wah-Nee logo clothing and any baggage transportation arrangements are the sole responsibility of the Parent(s), and not included in tuition. Parent(s) assume full financial responsibility for any and all damage (on campus or off, to Camp property or to the property of others) assessed to their child(ren) as determined by the Camp, in its sole discretion. Camp is not responsible for articles of clothing, money or any personal belongings lost or damaged by fire, theft, use of our laundry service or otherwise. Parents hereby grant full permission for the camp to use their child's image or likeness in camp literature, as part of advertisements, brochures, on our web site, on camp video(s) and/or in other such formats as the Camp may choose, including those that may appear on social media or the internet.

Refund of tuition is at the sole discretion of the Camp and Parent(s) understands that Parent(s) has no right to any refund at any time. This includes for pandemics or if the camp is required to or chooses to close midseason or before the season starts. Families that wish to obtain a refund must purchase tuition insurance (similar to trip insurance) at additional cost, subject to availability. Such programs may be available on our web site. These plans have deadline dates to meet, usually 90 days or more before the first day of camp, to be effective, and coverage can be limited as to conditions when they will supply a refund. Read their rules carefully. You should choose to acquire such insurance to gain a refund.

The parent(s) is responsible for any and all interest (2% per month on all overdue amounts), returned check fees (\$50 per check), any court costs, collection fees, and all legal expenses if the Camp incurs such costs and/or fees in connection with this agreement or enforcing the terms hereof.

☐ I consent and agree to the foregoing.

Parent(s) hereby unconditionally and irrevocably waives any claims that Parent has or may have in the future against the Camp and its owners, directors, employees, agents, physicians, nurses, and all other Camp personnel and associates and their respective affiliates and releases, on its own behalf and on behalf of its successors and assigns, the Camp and its owners, directors, employees, agents, physicians, nurses, and all other Camp personnel and associates and their respective affiliates, directors and officers, from any and all claims with respect thereto. Furthermore, Parent(s) hereby fully and irrevocably indemnifies and holds the Camp and its owners, directors, employees, agents, physicians, nurses, and all other Camp personnel and associates harmless from any and all claims that may arise from or relate to the subject matter of this agreement.

No representation, warranty, inducement, promise, understanding or condition not set forth in this agreement has been made or relied upon by any of the parties to this Agreement. Waiver of any term or condition of this agreement by any party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach or failure of the same term or condition or a waiver of any other term or condition of this agreement. Nothing in this agreement shall confer any rights, remedies or claims upon any person not a party to this agreement.

If any provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated by this agreement is not affected in any manner materially adverse to any party hereto. Upon such a determination, parties hereto shall negotiate in good faith to modify this agreement so as to effect the original intent of the parties as closely as possible in a reasonably acceptable manner so that the transactions contemplated by this agreement may be consummated as originally contemplated to the fullest extent possible.

This agreement, and any dispute, claim, legal action, suit, proceeding or controversy arising out of or relating hereto, shall be governed by, and construed in accordance with, the laws of the State of Connecticut, without regard to conflict of law principles thereof. Each party to this agreement (i) irrevocably and unconditionally submits to the personal jurisdiction of the courts of the State of Connecticut, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (iii) agrees that any actions or proceedings arising in connection with this agreement or the transactions contemplated by this agreement shall be brought, tried and determined only in the courts of the State of Connecticut located in Litchfield County (or, only if the courts of the State of Connecticut located in Litchfield County decline to accept jurisdiction over a particular matter, any other court of the State of Connecticut or, only if such other courts of the State of Connecticut decline to accept jurisdiction over a particular matter, any federal court within the State of Connecticut) (the "Chosen Courts"), (iv) waives any claim of improper venue or any claim that the Chosen Courts are an inconvenient forum and (v) agrees that it will not bring any action relating to this agreement or the transactions contemplated by this agreement in any court other than the Chosen Courts. In the event of any litigation between the parties regarding or arising out of this agreement, if the Camp is the prevailing party (as determined by a court of competent jurisdiction) Camp shall be entitled to recover, from you, the fees, costs and expenses (including reasonable attorneys' fees) incurred by the Camp there in or in the enforcement or collection of any judgment or award rendered therein.

This agreement and the information provided to you in our annual camper information packet constitute all of the terms and conditions agreed to by the parties relating to the subject matter of this agreement and supersede all prior and contemporaneous agreements, negotiations, correspondence, undertakings and communications of the parties or their representatives, oral or written, respecting such subject matter.

Signature:	Date:	
Signature:	Date:	