

2024 AKEELA FAMILY CAMP

TERMS AND CONDITIONS

1. RULES AND REGULATIONS: Camp Akeela is operated solely by Strafford Lake Operating Company, LLC, a wholly owned subsidiary of CampGroup LLC (hereinafter collectively referred to as “Camp.”) The individuals named on the attached Enrollment Form (collectively the “Family”) and each individual (singly the “Camper”) agree to abide by all of the rules and regulations established by Akeela Family Camp (“Camp”) including those conveyed in the Camp’s written or verbal Safety Orientation. Campers and their guests will conform to all directives of Camp, the Camp Director (the “Director”) and the Camp’s staff members. Failure to do so will constitute a material breach of this Agreement and may result in dismissal from Camp.

2. PAYMENT AND CANCELLATION: Fees are \$3950 for single cabin rental up to and including 4 persons, and \$750 per additional person over the age of 2. There is no charge for children ages 2 and under. Fees include lodging, all in-camp activities, meals & taxes. Final payment is due May 31, 2024. All fees are fully refundable (less the \$500 application placeholder fee) until June 30, 2024. All cancellations must be in writing.

3. FORCE MAJEURE: 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, Pandemic, Government Mandated Closure, 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.

4. REFUNDS: No refund is made for late arrival or early departure, except for illness or injury. In such cases, the camp and the family will split a pro-rated refund.

5. LINENS: Linens (sheets and towels only) may be rented for an additional \$25 per person. Families are required to bring their own blankets, comforters and pillows, these items are not able to be rented from Camp.

6. DISMISSAL OF CAMPER: The Camp reserves the right to dismiss, in its sole discretion, any Camper whose condition, conduct, influence, or behavior is deemed unsatisfactory or detrimental to the best interests of the Camp or his/her fellow campers or who violates Camp rules and regulations, in which case no refunds will be made.

7. MEDICAL CARE: Camp will have a staff member available onsite for basic first aid. Care provided by the Camp is included in tuition. Should it be necessary for the well-being of the Camper to use outside medical care, all expenses involved will be paid by Camper. Emergency care will be provided by local emergency medical service. Use of the Camp health care services is at the Camper’s discretion and Camper and his/her Family shall hold the Camp harmless from any damages resulting from the care.

8. UNDERSTANDING AND ASSUMPTION OF RISK: All Campers expressly understand that camp activities involve a degree of risk and understand that accidents and injuries

may occur in the natural course of participation in such activities. Campers expressly agree that they assume the inherent risk associated with such activities, which include, without limitation, swimming, water sports, land sports, certain crafts such as jewelry making, etc. and agree to hold the Camp harmless from any damages resulting from the activities.

9. SUPERVISION OF MINORS: Except when explicitly expressed by Camp, Campers who are parents or legal guardians of minor Campers (collectively, “Parent”) are responsible to supervise their children (or children over whom they have legal guardianship).

10. IMAGES, ETC: Permission is hereby given for Camp to use in promoting and marketing 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: The Camp is not responsible for Camper’s belongings or equipment while in transit or at Camp.

12. COLLECTION: If tuition or fees are not paid in full for Camper, Parent will be liable for all costs of collection, including attorney’s fees.

13. SEVERABILITY: Campers expressly agree that the provisions contained within the Terms and Conditions portion of this agreement are intended to be as broad and inclusive as permitted by applicable law and that if any portion of the Terms and Conditions are held invalid, it is agreed that the balance of the agreement, including the remaining Terms and Conditions, shall, notwithstanding, continue in full force and effect.

14. INTEGRATION: I/we affirm that this agreement supersedes any and all previous oral or written promises or agreements. I understand this is the entire agreement between the parties and cannot be modified or changed in any way by representations or statements made by any agent or employee of Camp. This agreement may only be amended by a written document duly executed by all parties.

15. EFFECTIVE DATE: This Application of Enrollment (the “Agreement”) shall take effect and become binding when (a) signed by parent, (b) returned to Camp, and (c) accepted by Camp, which shall be deemed to occur at the latest when the Camper is permitted to begin attending the Camp.

16. DISPUTES: All claims, lawsuits, disputes or causes of action of any kind or nature, whether arising in law or in equity asserted by Camper against the Camp and arising from or related to this Agreement or from the Camper’s attendance at Camp shall be brought and maintained exclusively in the state or federal courts of Vermont, and Camper expressly submits to the jurisdiction of such courts. The substantive law of the State of Vermont will govern such disputes without regard to conflict of law rules.

Please print a copy of this page for your records. Submitting a Family Camp enrollment form indicates that you have read and accept all of the above-mentioned terms and conditions.