



## Camper Enrolment Terms & Conditions

### Definitions:

Camp Kennebec (Frontenac) (1979) Inc. and its representatives = CK

Parent or Guardian = I/You

### 1. General

- You agree to abide by these Camper Enrolment Terms & Conditions and choose to enrol camper in CK.
- You acknowledge and agree that it is your sole responsibility to read all forms carefully, complete the forms accurately and sign where needed. These forms contain vital information related to your camper's health, history, abilities, program activities and associated risks, as well as your responsibilities and camper's responsibilities.
- CK's acceptance of camper applications is contingent upon CK's receipt, review and acceptance of all completed forms by April 30, 2020, or your application date (whichever is later). **Failure to give correct and current information to CK, including but not limited to camper medication, health or behaviour, via these forms, may result in early dismissal from camp and forfeiture of camp fees.**
- **You must notify the camp office in writing of all material updates to the camper application forms prior to the start of camp. Failure to do so may result in early dismissal from camp and forfeiture of camp fees.**

### 2. Fees and Terms of Payment

- You agree to pay all published CK fees by the due dates. You acknowledge that failure to pay CK fees on time may result in incremental interest and other charges, forfeiture of deposits and other payments received, and non-attendance at CK.
- **CK only accepts credit cards for deposits.**
- CK accepts cheques, cash or e-transfers for all other payments. Please use the [info@campkennebec.com](mailto:info@campkennebec.com) email address for e-transfers.
- Upon receipt of camper's application and deposit, CK will confirm camper's enrolment.



### 3. Payments & Due Dates

Session	Session Length	Fee	Total with HST	Payments & Due Dates
A	8 Weeks	\$12,500.00	\$14,125.00	\$4,859.00 due upon enrolment \$4,633.00 due December 31, 2019 \$4,633.00 due March 15, 2020
B	7 Weeks	\$11,300.00	\$12,769.00	\$4,407.00 due upon enrolment \$4,181.00 due December 31, 2019 \$4,181.00 due March 15, 2020
C	6 Weeks	\$9,950.00	\$11,243.50	\$3,898.50 due upon enrolment \$3,672.50 due December 31, 2019 \$3,672.50 due March 15, 2020
D	5 Weeks	\$8,950.00	\$10,113.50	\$3,616.00 due upon enrolment \$3,248.75 due December 31, 2019 \$3,248.75 due March 15, 2020
E	4 Weeks	\$7,300.00	\$8,249.00	\$2,938.00 due upon enrolment \$2,655.50 due December 31, 2019 \$2,655.50 due March 15, 2020
F	3 Weeks	\$5,900.00	\$6,667.00	\$2,373.00 due upon enrolment \$2,147.00 due December 31, 2019 \$2,147.00 due March 15, 2020
G	2 Weeks	\$4,600.00	\$5,198.00	\$1,808.00 due upon enrolment \$1,695.00 due December 31, 2019 \$1,695.00 due March 15, 2020
H	1 Week	\$2,600.00	\$2,938.00	\$1,017.00 due upon enrolment \$960.50 due December 31, 2019 \$960.50 due March 15, 2020

### 4. Payment Conditions

- Applications received on or after January 1, 2020, must include first two payments. Full payment must accompany applications received after March 15, 2020.
- CK will apply a \$250 sibling discount to your account (if applicable), on stays of two weeks or longer, after you enrol.
- Fees cover the cost of lodging, meals, and group activities.
- We process all transactions in Canadian Dollars (CAD).
- If you do not pay any sum due hereunder by the due date, CK reserves the right to charge and you agree to pay interest at the rate of 1.5% per month (18% per annum) on any amount outstanding, and any other costs that CK may incur in the collection of outstanding amounts.



#### 5. Voluntary Program Withdrawal & Refund Policy

- You may withdraw your CK application by providing CK with written notice before January 31, 2020 and receive a full refund less a \$250 administration fee.
- Withdrawals after January 31, 2020 will not result in any refund.

#### 6. No Refunds for Involuntary Dismissal from Camp

- There will be no refund of camp fees if CK, in its sole discretion, decides that a camper must leave camp at once to prevent self-harm, harm to another camper or staff member, or if camper's behaviour is so disruptive as to need continuous, one-to-one attention and you are unable to provide a one-to-one support worker at your own expense. In addition, CK is not responsible for costs associated with returning a dismissed camper to you and you must reimburse CK for any such amounts.

#### 7. NSF Cheques

- CK will charge a \$100 administration fee for NSF cheques. Following an NSF cheque, all subsequent payments must be made by certified cheque, money order, bank draft or electronic funds transfer.

#### 8. Medical Release and Authorization

- You hereby authorize the camper's diagnosis and treatment by a qualified, licensed medical professional, in a medical situation, which in the opinion of the attending medical professional, needs immediate attention to prevent endangerment of the camper's life, physical disfigurement, impairment, undue pain, suffering or discomfort, if delayed.
- You hereby grant permission to the attending physician to proceed with any medical or minor surgical treatment, x-ray examination and immunizations for the camper.
- In case of an emergency from serious illness, the need for major surgery, or significant accidental injury, CK and the attending physician will attempt to contact you in the fastest way possible.
- You grant permission to CK and its directors and staff to provide necessary emergency treatment prior to the camper's admission to a medical facility.

#### 9. Camper Medical, Dental or Other Costs

- As needed, CK will engage qualified personnel to provide campers with medical, dental or other services. You agree to reimburse CK for all out of pocket expenses.



## 10. Adherence to Camp Rules

- At its sole discretion, CK will set out rules and regulations to protect campers' well being, while offering a safe, fun environment for all campers. You and camper agree to follow all CK rules and regulations, including the CK Code of Conduct set out below, with the understanding that failure to comply may result in early dismissal from camp and forfeiture of camp fees.

### **CK Code of Conduct**

At Camp Kennebec, we offer a safe, supportive, and progressive learning and teaching environment for all our members based on camping excellence, stellar staff and camper behaviour, and mutual respect.

### Guiding Principles

- Kennebecers enjoy a safe, supportive, and organized environment.
- Every camper has the responsibility to contribute to this positive environment through the demonstration of respect for others and commitment to camp programs. We resolve conflict, issues and differences with respect and civility.

At Camp Kennebec, we:

- Want everyone to have fun!
- Value campers' uniqueness, beliefs, ideas and cultural background.
- Recognize individual and collaborative efforts.
- Give meaningful, appropriate and challenging experiences.
- Prohibit verbal and physical harassment.
- Empower campers to make decisions.
- Treat everyone fairly.
- Help campers when we see that they could use a hand and when they ask.
- Say our expectations clearly.

What Camp Kennebec Expects from Campers:

- Responsible behaviour that enables all campers and staff to feel safe and secure.
- Adherence to camp policies and rules.
- Respect for the rights, needs, and feelings of all staff and campers.
- Proper care and respect for camp property and the property of others.
- Enthusiastic participation at activities.
- Cooperation, honesty and integrity.
- No use of matches, lighters, cigarettes, drugs, alcohol or weapons of any kind.

Consequences for Non-Adherence:

- There are profound consequences for campers and their guardians if campers do not meet Camp Kennebec's expectations including, but not limited to: loss of privileges, modified programming, reimbursement for replacement of wilfully damaged property, early dismissal from camp and forfeiture of camp fees.



11. All Campers Must Sign or Acknowledge the Following Camper Contract Prior to Arriving at CK:

- I agree to do the following things to the best of my ability so that campers and staff have a great time, feel safe and have fun at camp:
- I will treat everyone with courtesy and respect. This means that I will think about other people's feelings before I speak and will not use any part of my body to hurt anyone on purpose
- I will show respect for camp and individual property
- I will arrive at activities prepared and will always try my best
- I will follow camp rules and accept that there will be consequences if I do not follow camp rules

12. Photo & Media Permission

- You hereby give permission for CK to use any pictures, photographs, film or recordings taken of camper for publication in brochures, electronic mail/website, magazines, news articles, newsletters, newspapers, and other media or with collaborative partners to convey information about CK to the public, potential customers, and for recruiting volunteers or staff. Please contact the camp office if you do not wish to provide this permission.

13. Lost, Stolen or Damaged Property

- CK is not responsible for lost, stolen or damaged camper items. Please do not send valuable items to camp.

14. Informed Consent and Acknowledgement

- You hereby give your approval for camper's participation in any, and all CK activities, trips and programs. While CK emphasizes safety first, there is a risk of serious injury inherent in all camp activities.
- In exchange for the acceptance of camper's enrolment by CK, and for other good and valuable consideration the receipt of and sufficiency of which you accept, you, your heirs, executors, administrators and assigns, hereby release and waive and forever discharge CK and Kennebec Holdings Ltd (the landlord), their subsidiaries, affiliates and successors, and each of their respective directors, officers, servants, insurers, agents or employees (the "Releasees") from any and all loss, damage, injury, whether to property or person (including death), claims, demands, damages, rights, actions, or causes of action or legal costs, past present or future, anticipated, or unanticipated, resulting from or arising out of or in consequence of camper enrolment and participation or attendance at CK, due to any cause whatsoever, including negligence, breach of contract or breach of any statutory or other duty of care on the part of the Releasees.
- You further agree to indemnify and save harmless the Releasees from any claims, demands, damages, actions, or causes of action or legal costs arising out of or in consequence of claims by other persons for any loss, injury or damage to them or their property caused wholly or partly by camper or for which the Releasees are claimed or made liable.



- CK has not made and does not hereby make any representations, guarantees or warranties whatsoever with respect to the success of a camper who enrolls at CK. You agree that you will not make, and hereby waive and release any claims that camper should have had a more successful experience at CK.

15. Severability

- It is the intention of the parties that, if any provision of this document is invalid or unenforceable in any respect, such provision shall be enforced to the maximum extent allowed by law, and that the remaining provisions of this Agreement shall continue in full force and effect.

16. Applicable Law and Venue

- Ontario law governs this document and all aspects of your relationship and camper's relationship with CK.

17. Dispute Resolution

- In case of a dispute, representatives of the parties with decision-making authority will meet to negotiate, in good faith, a resolution of the dispute. The parties agree to file, make or enter all claims in a court of competent jurisdiction in the city of Toronto, Ontario.

18. Completion, Permission to Participate

- By signing this document, you agree that you have reviewed and completed the application and other forms accurately and warrant that you are the camper's legal guardian and agree to comply with all CK terms & conditions.

19. Language

- The parties desire to have this Agreement and all related documents drafted in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

Signed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ in \_\_\_\_\_, \_\_\_\_\_  
(Day) (Month) (Year) (City/Town) (Province/State)

**Camper First & Last Name:** \_\_\_\_\_

**Parent/Guardian Signature:** \_\_\_\_\_

**Print Your Name:** \_\_\_\_\_

**Confirm You Have Legal Authority to Sign & Be Bound by This Agreement:** \_\_\_\_\_