

Camp Illahee's Camper Enrollment Agreement for 2021 Season

Please read this Agreement carefully. This is a contract and your electronic signature below indicates that you have read and understand every provision of this Agreement and that you unequivocally agree to all terms, conditions and promises herein. The payment of your deposit further verifies your agreement to the terms of this Agreement.

I am a custodial parent or a legal guardian of CAMPER_NAME_HERE ("my Child"). Subject to the terms that follow, I hereby apply to enroll in and agree to allow my Child to participate at Camp Illahee's SESSION_NAME_HERE in 2021.

Definitions: For purposes of this instrument, "Camp Illahee" means Camp Illahee, Inc., a North Carolina corporation; "its Staff" means the shareholders, directors, officers, employees, contractors, and agents of Camp Illahee; "my Child" refers to the person intending to attend Camp Illahee and to whom the application relates; "Summer Program" means the programs and activities of Camp Illahee in which my Child will participate; and the custodial parent or legal guardian completing the application and executing this instrument is referred to in this instrument in the first person.

Deposit: With the application I agree to submit to Camp Illahee a payment of \$1000.00 which includes a deposit of \$800.00 and a non-refundable application fee of \$200.00. If Camp Illahee cannot offer enrollment to my child, Camp Illahee will not process the payment. If Camp Illahee enrolls my Child, the deposit, less a \$200 processing fee, is refundable if I provide written notice to Camp Illahee requesting cancellation of my Child's reservation prior to February 1, 2021. I understand all of the deposit is nonrefundable as of February 1, 2021.

Remaining Fees: If my Child is enrolled, I agree to make a second payment to Camp Illahee equal to one-half of the remaining balance owed for the Summer Program by no later than February 1, 2021, and a third payment of the remaining balance owed for the Summer Program by no later than April 1, 2021. If these payments are not timely made, I understand Camp Illahee may cancel my child's reservation. The second and third payments are refundable if I provide written notice to Camp Illahee requesting cancellation of my child's reservation prior to May 1, 2021. I understand these payments are not refundable as of May 1, 2021.

Medical Condition and Health Check Upon Arrival: I hereby represent to Camp Illahee that my Child is in good health and suffers from no physical, medical, emotional, psychological, or other condition that would prevent her from fully participating in the Summer Program. I further understand and agree that failure to fully disclose any such condition can be grounds for cancellation of my Child's participation in the Summer Program. If my Child arrives for the Summer Program with a fever or any other obvious sign of illness, I understand she will not be admitted into the Camp Illahee community until the medically-accepted "quarantine" period has expired, and should this occur no refund of fees will be made. I am aware there may be an opportunity to purchase cancellation insurance from a third-party provider to address this risk. I also understand my child will be checked for signs of head lice upon arrival for the Summer Program, and if treatment is indicated, in the sole opinion of the service provider chosen by Camp Illahee, I will be responsible for paying for such treatment.

I further agree that in the event that Camp Illahee believes that our child may have been exposed to COVID-19 or any other communicable disease, Camp Illahee, in its sole discretion may require that our child be separated and quarantined from the camp community or be sent home with no refund of fees. I authorize and permit Camp Illahee to seek and take any and all reasonable steps, including medical intervention, in the event of our child's exposure. I further understand and agree that Camp Illahee cannot and will not have any legal liabilities for exposure to or contracting any disease.

Emergency and Routine Medical Treatment During Summer Program: On behalf of my Child, I hereby grant permission for physicians, dentists, emergency medical transport, hospitals, and other

licensed health care providers selected by Camp Illahee to provide emergency and routine medical or dental services that may be needed by my child, as reasonably determined by Camp Illahee, while participating in the Summer Program. I further agree I will be financially responsible for any and all charges associated with such services including emergency transport and prophylactic treatment due to exposure to insects, plants, or animals.

Risk of Injury and Assumption of Risks: I acknowledge that I am fully aware of all aspects of Camp Illahee's programs, activities, facilities, and risks. I have been given ample opportunity to inspect its facilities and premises and ask any questions which I may have about activities and the environments to which my Child may be exposed. I find and accept that the facilities, premises and activities at Camp Illahee are safe and reasonably suited for the purposes of my Child's participation.

1. **ACTIVITY RISKS:** I understand and accept the dangers and risks which are inherent in the operation of an overnight camp and in my Child's participation in all of Camp Illahee's activities on or off its premises including, but not limited to, those risks that are associated with or can arise from swimming, diving, hiking, backpacking, athletics, including bodily contact, use of tools and equipment in manual arts, arts and crafts, work projects, culinary arts and other programs, tubing, farm activities, white-water rafting, creek hiking, archery, ropes course, canoeing, kayaking, horseback riding and related equine activities, camping out, outdoor-living skills, and vehicular travel.
2. **ENVIRONMENTAL RISKS:** I understand and accept the risks arising from the fact that my Child will live, camp, travel, and recreate out of doors, where there may be numerous risks, including, but not limited to, weather conditions, which can change to extreme conditions without notice, lightning, flooding, steep slopes, water conditions (temperatures, waves, rapids, etc.), insects, snakes, bears, and other wild animal encounters, falling and rolling rock, ice and timber, and hidden or unavoidable obstacles. Risks also include, but are not limited to, sunburn, hypothermia, frostbite, dehydration, heatstroke, altitude sickness, poison oak/ivy, ticks, and mosquito bites.
3. **COMMUNICABLE DISEASES:** In light of the rapid development and spread of the novel virus COVID-19 and the resulting pandemic, it is necessary for Camp Illahee to take reasonable steps to protect the safety of its camp community. I understand and acknowledge that naturally occurring disease processes (including, but not limited to, the currently widespread novel virus COVID-19) can occur in all environments in which Camp Illahee's activities take place. I acknowledge that, while Camp Illahee has taken reasonable measures to avoid contact, transmittal, and exposure of the virus between people (including between other campers, employees, and third parties) that it is ultimately my sole responsibility to ensure that our child takes appropriate actions to safe-guard herself. I understand and agree that by allowing our child to participate at Camp Illahee, I am accepting and assuming the risk that my child may be exposed and become ill as a result of COVID-19 and other communicable diseases and that it is an inherent risk of attending camp this summer.
4. **TRAVEL RISKS:** I understand and agree that my Child may travel by van, bus, car, raft, canoe, bike, or foot over rugged and unpredictable terrain, including steep roads, rivers, mountain passes, slippery slopes and rocks. I am aware of and accept the risks of the foregoing travel methods.
5. **MEDICAL RISKS:** I also understand that due to the location and nature of some of Camp Illahee's activities, cell phone coverage and other forms of communication may be unavailable, and prompt medical attention and transport, including transport by ambulance, air, and other emergency means, may be significantly delayed. I am aware of and accept the risks associated with these conditions and circumstances.
6. **HUMAN RISKS:** I understand, accept, and assume the risks that could arise from the acts, conduct, and mental/emotional state of my Child while a camper and of other campers that are outside the control of Camp Illahee. These risks may include, but not be limited to, episodes of anxiety, panic, or similar emotional episodes, negligent acts by my Child and other campers, Participant or other participants, and failure to follow direction or instruction.

I understand, accept and agree to assume that the above described risks may be created or caused by 1) my Child's own actions, inactions, or negligence, 2) the actions, inactions, or negligence of other campers and participants, and 3) conditions under which Camp Illahee's program activities take place and/or the acts or inactions of Camp Illahee and its Staff.

I further understand, accept, and agree to assume that these risks involve dangers ranging from minor injuries such as scrapes and bruises, to serious or catastrophic bodily injury, including permanent disability, emotional and physical trauma, paralysis, and the possibility of death.

I further agree to instruct my child as to Camp Illahee's rules, regulations, and procedures and the need to abide by such rules, regulations and procedures for her safety and the safety of others.

PLEASE NOTE: WARNING! Under North Carolina law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities. Chapter 99E of the North Carolina General Statutes.

Release of Claims: IN CONSIDERATION OF THE OPPORTUNITY AFFORDED MY CHILD TO PARTICIPATE IN THE SUMMER PROGRAM, I, FOR MY CHILD AND MYSELF, HEREBY RELEASE AND FOREVER DISCHARGE CAMP ILLAHEE AND ITS STAFF FROM ANY AND ALL LIABILITIES, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY, THAT MAY ARISE FROM OR IN CONNECTION WITH MY CHILD'S PARTICIPATION IN THE SUMMER PROGRAM. I UNDERSTAND MY CHILD AND I ARE DISCHARGING CAMP ILLAHEE AND ITS STAFF FROM ANY CLAIM EITHER OF US MAY HAVE AGAINST CAMP ILLAHEE OR ITS STAFF WITH RESPECT TO ANY BODILY INJURY, PHYSICAL, EMOTIONAL AND/OR PSYCHOLOGICAL INJURY, ILLNESS, DEATH, PROPERTY LOSS OR PROPERTY DAMAGE THAT MAY RESULT FROM MY CHILD'S PARTICIPATION IN THE SUMMER PROGRAM.

Indemnification: I ALSO AGREE AND PROMISE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CAMP ILLAHEE AND ITS STAFF FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, PROCEDURES, COSTS, EXPENSES, DAMAGES AND LIABILITIES, INCLUDING ATTORNEYS' FEES, SUFFERED OR INCURRED AS A RESULT OF MY CHILD'S PARTICIPATION IN THE SUMMER PROGRAM INCLUDING BUT NOT LIMITED TO ANY SUCH CLAIMS BROUGHT BY OR ON BEHALF OF MY CHILD OR BY ANY OTHER PARENT OR GUARDIAN OF MY CHILD., WHETHER OR NOT SUCH CLAIMS ARISE OUT OF THE ALLEGED NEGLIGENCE OR OTHER CONDUCT BY CAMP ILLAHEE AND/OR ITS STAFF .

Right to Refuse or Expel: Notwithstanding any of the foregoing, I understand and agree that Camp Illahee reserves and retains the right, at its sole discretion, to cancel, reject, and/or refuse the application, admission, and/or participation of my Child from Camp Illahee and its Summer Programs, and that Camp Illahee can exercise this right at any time, including expelling my Child while attending the Summer Program. I further understand and agree that in the event Camp Illahee exercises this right, it may, at its sole discretion, retain or refund any and all deposits, fees, tuition, or other moneys paid for my Child to attend Camp Illahee.

Photographic Release: For my Child and myself, I hereby authorize Camp Illahee and its Staff to take photographs or videos that may include my child or me and to use the same for websites, brochures, newsletters, or in any other Camp Illahee publications.

Arbitration: Any controversy or claim arising out of or relating to the application, this instrument, any agreement herein set forth, or my Child's participation at Camp Illahee shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and a judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. Claims shall be heard by a single arbitrator. The place of arbitration shall be Transylvania

County, North Carolina, and North Carolina law shall apply to the arbitration. The award shall be made within six (6) months of the filing of the notice of intention to arbitrate (demand), and the arbitrator shall agree to comply with this schedule before accepting appointment; however, this time limit may be extended by the arbitrator for good cause shown, or by mutual agreement of the parties. The arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of the prevailing party's costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, witness fees, and attorneys' fees. Except for the purpose of enforcing an award rendered by the arbitrator or for the purpose of complying with applicable law, neither a party nor the arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

Other Terms for Enrollment: For my Child and myself, I agree to all other terms for the enrollment of my Child in the Summer Program, as well as any rules or regulations of Camp Illahee as may be referenced or set forth on Camp Illahee's website, including, but not limited to, the [Parent Handbook](#) and the Parent's section of our website at www.campillahee.com.

I acknowledge I am aware of and have reviewed such terms and such rules and regulations as well as made myself familiar with all aspects of Camp Illahee's program as presented through the website, online videos, forms and documents, E-newsletters and emails from Camp Illahee.

Severability: In the event any clause or provision shall be held to be invalid, the validity of such clause or provision shall not otherwise affect the validity or enforceability of the remaining provisions.

Integration: I understand and agree that this Agreement is a fully integrated contract and supersedes any and all oral and/or written expressions by Camp Illahee whether given directly or indirectly to me or my Child about my Child's experience and participation at Camp Illahee.

Electronic Signature: By typing my name in the signature box below, I acknowledge I have carefully read the application and the above terms and conditions, all of the information I have provided or will provide to Camp Illahee is accurate, I am electronically signing this instrument on my own behalf and as parent or guardian of the child for the purpose of creating a binding contract, I am willing to engage in this transaction by electronic means, and I have the ability to receive information relating to this transaction by electronic means.

Electronic Signature Captured with IP Address and Timestamp upon Submission of Application and Deposit.

This document can be viewed on our website at:

<http://www.campillahee.com/parents/sessions-rates/terms-of-enrollment/>

or can be downloaded and reprinted in its entirety by navigating to:

<http://www.campillahee.com/pdf/CampIllaheeOnlineEnrollmentTermsFor2021Season.pdf>