

Camp Illahee's Camper Enrollment Agreement for 2027 Season (the "Agreement")

IMPORTANT: Please read this Agreement carefully. This is a legally binding contract. By electronically signing below and submitting any payment, you confirm that you have read, understand, and agree to all terms, conditions, promises, releases, assumptions of risk, medical authorizations, refund provisions, arbitration provisions, and other obligations in this Agreement to the fullest extent permitted by North Carolina law.

I am a custodial parent or legal guardian of CAMPER_NAME_HERE ("my Child"). Subject to the terms that follow, I hereby apply to enroll and agree to allow my Child to participate at Camp Illahee's SESSION_NAME_HERE in 2027.

Definitions

Definitions: For purposes of this Agreement, "Camp Illahee" means Camp Illahee, Inc., a North Carolina corporation and its successors and assigns; "Staff" means the volunteers, employees, contractors, and agents of Camp Illahee; "my Child" means the camper intending to attend Camp Illahee and to whom the application relates; "Summer Program" means all programs, activities, transportation, lodging, meals, medical care, supervision, free time, cabin life, field trips, off-site activities, and other experiences connected with my Child's enrollment or participation. The custodial parent or legal guardian completing the application and executing this Agreement is referred to in the first person.

Deposit, Fees, Cancellation, and Refunds

Deposit: With the application I agree to submit to Camp Illahee a payment of \$1,000.00, which includes a \$700.00 deposit (the "Deposit") and a \$300.00 application and processing fee (the "Application Fee"). If Camp Illahee does not offer enrollment to my Child, Camp Illahee will not process the payment or, if already processed, will refund the entire Deposit and Application Fee. If Camp Illahee enrolls my Child, the Application Fee shall become nonrefundable and the Deposit shall be refundable only if I provide Camp Illahee with written cancellation notice before 5:00 p.m. Eastern Time on January 15, 2027, after which date and time the Deposit shall become nonrefundable.

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 no later than January 15, 2027, and a third payment of the remaining balance owed for the Summer Program no later than April 1, 2027. If these payments are not timely made, I understand Camp Illahee may cancel my Child's reservation and retain all amounts paid according to this Agreement. The second and third payments are refundable only if I provide Camp Illahee with written notice requesting cancellation of my Child's reservation before April 1, 2027. I understand these payments are not refundable as of April 1, 2027.

Refund Policy: I acknowledge that Camp Illahee incurs substantial fixed costs before and during each season — including staffing, housing, food, insurance, supplies, and forgone enrollment opportunities — that cannot be recovered when a camper cancels, departs early, or is dismissed. I agree that the refund deadlines and non-refundable amounts in this Agreement are a reasonable pre-estimate of those costs and losses and are not a penalty. I further understand and acknowledge that, except in the discretion of Camp Illahee, no refund will be owed for parent cancellation after the applicable deadline, homesickness withdrawal, voluntary departure, delayed arrival, early departure, dismissal for behavior or rule violations, non-disclosure of required information, refusal or inability to participate, or failure to pick up my Child when required.

Cancellation Notice: Written cancellation notice must be sent by email to claire@campillahee.com or submitted through the parent portal, and is effective when received by Camp Illahee. For any deadline in this Agreement, notice must be received before 5:00 p.m. Eastern Time on the stated date.

Medical Condition, Health Disclosure, and Arrival Health Check

Medical Condition and Health Disclosure: I 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 acknowledge that I have fully disclosed to Camp Illahee all

known or suspected physical, medical, emotional, psychological, behavioral, developmental, learning, dietary, allergy, medication, or mental-health conditions that could affect my Child's safety, supervision needs, participation, or the safety of others. If any new condition, diagnosis, event, injury, illness, medication change, behavioral issue, mental-health concern, allergy, or other material information arises before arrival, I agree to notify Camp Illahee promptly and in writing. I understand and agree that failure to fully disclose such information may be grounds for denial of admission, delayed arrival, restriction of activities, and/or dismissal from the Summer Program.

Arrival Health Check: If my Child arrives with fever, vomiting, diarrhea, rash, lice, symptoms of communicable disease, injury, mental-health concern, behavioral concern, or other obvious sign of illness, Camp Illahee may deny admission, require delayed arrival, require a medically-accepted "quarantine" period, or restrict participation. I understand my Child may be checked for signs of head lice or other communicable conditions upon arrival and, if treatment is indicated, in the sole opinion of the service provider chosen by Camp Illahee, I will be financially responsible for any required treatment, transportation, lodging, supervision, or related costs. I am aware there may be an opportunity to purchase cancellation insurance from a third-party provider to address some of these risks.

Communicable Disease

I agree that Camp Illahee may, in its sole discretion and consistent with then-current medical guidance and camp policy, isolate, test, mask, restrict activities, require pickup, send my Child home, or take other reasonable steps if Camp Illahee determines that my Child may have been exposed to, may have contracted, or may pose a health risk relating to a communicable disease. I authorize Camp Illahee to seek medical guidance and take any and all reasonable steps, including medical intervention, in the event of suspected exposure or illness. 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

Emergency and Routine Medical Treatment During Summer Program: On behalf of my Child, I give permission to Camp Illahee, its Staff, and designated personnel, physicians, dentists, emergency medical transport, hospitals, and other licensed health care providers selected by Camp Illahee to evaluate, treat, hospitalize, secure treatment, and authorize first aid, wound care, medications, injections, anesthesia, surgery, dental care, mental-health evaluation, and other reasonable care for my Child as Camp Illahee or the forgoing providers reasonably determine appropriate while my Child is participating in the Summer Program. I agree that I will be financially responsible for all charges associated with such services, including emergency transport; and prophylactic treatment due to exposure to insects, plants, animals, or communicable disease.

Risk of Injury and Assumption of Risks

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

1. Activity Risks

I understand and accept the dangers and risks inherent in the operation of an overnight camp and in my Child's participation in all Camp Illahee activities, on or off Camp Illahee's premises, including, but not limited to, risks associated with or arising from swimming, diving, canoeing, kayaking, stand-up paddleboarding, tubing, boating, watersliding, white-water rafting, creek hiking, hiking, backpacking, camping out, outdoor-living skills, athletics (including bodily contact), horseback riding and related equine activities, farm and farm animal activities, archery, ropes course, ziplining, rock climbing, bouldering, mountain biking, biking, field games, use of tools and equipment, woodworking,

sewing, arts and crafts, ceramics or kilns, culinary arts, cooking over an open fire or stove, campfires, work projects, lifting and carrying, 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 outdoors, where there may be numerous risks, including, but not limited to, weather conditions that can change to extreme conditions without notice; lightning; flooding; steep slopes; rough or slippery terrain; water conditions, including temperature, waves, current, rapids, and submerged objects; ticks and other insects; snakes, bears, other wild animals; domestic animals; falling or rolling rock; falling trees or limbs; ice; hidden or unavoidable obstacles; wildfire; smoke; and poor air quality. Risks also include sunburn, hypothermia, frostbite, dehydration, heat illness, heatstroke, altitude sickness, poison oak/ivy, allergen exposure, bee stings, tick-borne illness, and mosquito bites.

3. Communicable Diseases

I understand and acknowledge that naturally occurring disease processes and communicable diseases can occur in all environments in which Camp Illahee's activities take place. By allowing my Child to participate at Camp Illahee, I accept and assume the risk that my Child may be exposed to and become ill as a result of COVID-19, influenza, RSV, norovirus, strep, lice, skin infections, tick-borne illnesses, gastrointestinal illness, respiratory illness, and other communicable diseases.

4. Travel and Transportation Risks

I understand and agree that my Child may travel by van, bus, car, boat, raft, canoe, bike, foot, or other reasonable means over roads, water, and terrain that may be rugged, steep, slippery, crowded, remote, or unpredictable, including mountain roads, rivers, mountain passes, wet or slippery rocks, and public roads. I am aware of and accept the risks of the foregoing travel methods.

5. Medical Risks

I understand that due to the location and nature of some Camp Illahee activities, cell phone coverage and other forms of communication may be unavailable, and prompt medical attention and transport, including transport by ambulance, air, or other emergency means, may be significantly delayed. I am aware of and accept the risks associated with these conditions and circumstances, including delayed diagnosis, delayed treatment, delayed evacuation, limited medical resources, and the possibility that Camp Illahee Staff may need to make urgent decisions with incomplete information.

6. Human, Behavioral, and Allergen Risks

I understand, accept, and assume risks arising from the actions, inactions, decisions, physical condition, emotional condition, mental-health condition, judgment, negligence, or rule violations of my Child, other campers, other participants, visitors, vendors, and third parties outside the control of Camp Illahee. These risks include, but are not limited to, anxiety, panic, homesickness, emotional distress, conflict, bullying, aggression, negligent acts by my Child and other campers, failure to follow instructions, misuse of equipment, and contact with foods or allergens. I understand and agree that Camp Illahee cannot guarantee my Child will not come in contact with foods, insects, plants, animals, chemicals, medications, latex, or other allergens.

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, decisions, conduct, health, or negligence; (2) the actions, inactions, decisions, conduct, health, or negligence of other campers, participants, visitors, vendors, or third parties; (3) the conditions under which Camp Illahee's program activities take place; and/or (4) the acts or inactions of Camp Illahee and its Staff. I understand and agree that it is not possible for Camp Illahee to identify each and every risk that may arise during camp activities. I acknowledge that I have had a full opportunity to ask the directors and Staff of Camp Illahee to explain more fully the physical, emotional, natural, medical, behavioral, transportation, and other demands and risks of Camp Illahee's programs.

I further understand, accept, and agree to assume that these risks involve dangers ranging from minor injuries such as scrapes, bruises, sprains, stings, and bites, to serious or catastrophic injury, including emotional and physical trauma, permanent disability, paralysis, brain injury, drowning, illness, and death.

I agree to instruct my Child before arrival regarding Camp Illahee's rules, regulations, expectations, and procedures, and the need to abide by such rules, regulations, expectations, and procedures and to follow Staff instructions for my Child's safety and the safety of others. I understand that failure to follow rules or instructions may result in restriction of activities, dismissal, or other action by Camp Illahee.

North Carolina Statutory Warnings

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.

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

PLEASE NOTE: WARNING! Under North Carolina law, there is no liability for an injury to or death of a participant in an agritourism activity conducted at this agritourism location if such injury or death results from the inherent risks of the agritourism activity. Inherent risks of agritourism activities include, among others, risks of injury inherent to land, equipment, and animals, as well as the potential for you to act in a negligent manner that may contribute to your injury or death. You are assuming the risk of participating in this agritourism activity.

Release of Claims

RELEASE OF CLAIMS: IN CONSIDERATION OF THE OPPORTUNITY AFFORDED MY CHILD TO PARTICIPATE IN THE SUMMER PROGRAM, I, FOR MY CHILD AND MYSELF, AND FOR MY HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS, HEREBY RELEASE AND FOREVER DISCHARGE CAMP ILLAHEE AND ITS STAFF, SHAREHOLDERS, DIRECTORS, OFFICERS, INSURERS, CONTRACTORS, OTHER CAMPERS, RESCUE PERSONNEL AND OTHER ASSOCIATED PERSONS OR ENTITIES, AND THEIR RESPECTIVE HEIRS, SUCCESSORS, AND ASSIGNS (collectively, the "RELEASED PARTIES"), FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, ACTIONS, DAMAGES, LOSSES, COSTS, EXPENSES, AND CAUSES OF ACTION OF WHATEVER KIND OR NATURE, WHETHER IN LAW OR IN EQUITY, THAT MAY ARISE FROM OR RELATE TO MY CHILD'S PARTICIPATION IN THE SUMMER PROGRAM, INCLUDING WITHOUT LIMITATION CLAIMS ARISING FROM (I) THE INHERENT RISKS ASSOCIATED WITH PARTICIPATION IN THE SUMMER PROGRAM, AND/OR (II) THE NEGLIGENCE OF ANY RELEASED PARTY, TO THE FULLEST EXTENT PERMITTED BY NORTH CAROLINA LAW. I UNDERSTAND MY CHILD AND I ARE DISCHARGING THE RELEASED PARTIES FROM ANY CLAIM EITHER OF US MAY HAVE AGAINST ANY RELEASED PARTY 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

INDEMNIFICATION: I AGREE AND PROMISE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, EXPENSES, DAMAGES, LOSSES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES, EXPERT FEES, ARBITRATION COSTS, AND COURT COSTS, SUFFERED OR INCURRED AS A RESULT OF OR RELATING TO MY CHILD'S PARTICIPATION IN THE SUMMER PROGRAM, INCLUDING, WITHOUT LIMITATION, 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 OF ANY RELEASED PARTY.

Right to Refuse, Restrict, Require Pickup, or Expel

Notwithstanding any other provision of this Agreement, Camp Illahee reserves and retains the right, in its sole discretion, to cancel, reject, deny, refuse, delay, restrict, suspend, or terminate my Child's application, admission, attendance, or participation in Camp Illahee and the Summer Program at any time, including before arrival or while attending camp. 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. In the event Camp Illahee determines that my Child must leave camp for any reason, I agree to arrange pickup within twenty-four (24) hours, or sooner if Camp Illahee determines the situation is urgent.

Parent and Family Conduct: I agree that I and my family members will interact with Camp Illahee Staff, campers, and camp families respectfully and in accordance with the Parent Handbook. Abusive, threatening, harassing, or persistently disruptive conduct by a parent or family member may result in restriction of communications, denial of future enrollment, or dismissal of my Child under this Agreement. I agree not to publicly post identifiable images of other campers without the consent of their parent or guardian.

Personal Property and Prohibited Items

Camp Illahee may restrict, confiscate, store, inspect, or return prohibited, unsafe, disruptive, or inappropriate items, including electronics, medications, food, weapons, vaping or tobacco products, alcohol, drugs, or other items prohibited by Camp Illahee rules or determined by Camp Illahee to present a safety or operational concern.

Photographic and Media Release

For my Child and myself, I authorize Camp Illahee and its Staff to photograph, video, record, edit, crop, display, publish, distribute, and otherwise use images, video, audio, likeness, voice, and recordings that may include my Child or me for Camp Illahee websites, social media, brochures, newsletters, emails, advertising, archives, displays, training, and other Camp Illahee publications or communications, without compensation.

Arbitration, Governing Law, Venue, and Jury Waiver

Any controversy, claim, or dispute arising out of or relating to the application, enrollment, this Agreement, or my Child's attendance or participation at Camp Illahee shall be resolved by binding arbitration, to the fullest extent permitted by law, before a single arbitrator in Transylvania County, North Carolina, administered by the American Arbitration Association under its Commercial Arbitration Rules then in effect. North Carolina law shall apply without regard to conflict-of-law principles. 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. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL AND WAIVE THE RIGHT TO BRING OR PARTICIPATE IN A CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION.

Other Terms for Enrollment; Parent Handbook and Website Terms

For my Child and myself, I agree to all other terms for the enrollment of my Child in the Summer Program, as well as Camp Illahee's rules, regulations, policies, and standards of conduct, and any rules or regulations of Camp Illahee as may be referenced or set forth on Camp Illahee's website, as may be updated from time to time. I acknowledge receiving or being given access to the 2027 Parent Handbook and to the Parent section of Camp Illahee's website. 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.

Force Majeure; Change in Activities

I understand and agree that activities, schedules, session themes, staffing, facilities, menus, and program offerings are subject to change, substitution, or cancellation in Camp Illahee's reasonable discretion. I further understand that in the event all or any portion of the Summer Program is cancelled, shortened, interrupted, delayed, relocated, or modified because of weather, fire, smoke, flood, lightning, storm, natural disaster, communicable disease, quarantine, government order, utility failure, road closure, transportation disruption, labor shortage, security threat, emergency condition, or any circumstance outside Camp Illahee's reasonable control, Camp Illahee is not required to provide a refund of any amount paid hereunder, except in its sole discretion.

Miscellaneous Provisions

This Agreement is intended to be enforced to the fullest extent permitted by North Carolina law. If any clause or provision is held to be invalid, illegal, or unenforceable, the validity of such clause or provision shall not otherwise affect the validity or enforceability of the remaining provisions. Camp Illahee may assign this Agreement, in whole or in part, upon written notice. I understand and agree that this Agreement is a fully integrated contract and supersedes any and all prior or contemporaneous oral and/or written statements, representations, understandings, or expressions by Camp Illahee, whether given directly or indirectly to me or my Child, about my Child's application, enrollment, experience, or participation at Camp Illahee.

Electronic Signature

By typing my name in the signature box below, I acknowledge that I have carefully read the application and this Agreement; all information I have provided or will provide to Camp Illahee is accurate and complete; I am electronically signing this Agreement on my own behalf and as parent or guardian of my Child for the purpose of creating a binding contract; I understand that I am giving up legal rights my child and I may otherwise have against Camp Illahee; I am willing to engage in this transaction by electronic means; and I have the ability to receive, save, and print information relating to this transaction by electronic means.

This document can be viewed on Camp Illahee's website at: <https://www.campillahee.com/parents/sessions-rates/terms-of-enrollment/> or can be downloaded and reprinted in its entirety by navigating to: Camp Illahee Online Enrollment Terms For 2027 Season.