

Kutsher's SUMMER CLUB

25 Deerwood Park Rd, Great Barrington, MA 01230 • (413) 644-0077 • info@ksa.camp • www.ksa.camp/thesummerclub

Family Name:

Date:

Household Members (name and age):

Contact Information

Telephone #:

Email Address:

Street Address:

City, State, Zip:

Membership Selection (family passes include two adults & two children):

Day Pass

Week Pass

Summer Pass

Single (age 18+):	\$50.00	Single (18+):	\$300.00	Single (18+):	\$1,000.00
Family:	\$100.00	Family:	\$600.00	Family:	\$1,750.00
Add'l pp:	\$15.00	Add'l pp:	\$75.00	Add'l pp:	\$350.00

Printed Name:

Signature:

**Signature confirms that you have read and agree to the attached Kutsher's Summer Club terms and conditions.*

Billing Information

Credit Card Number:

Exp. Date:

Name on Card:

Billing Zip Code:

CVV:

Signature:

Amount Charged:

Please email completed registration form to: info@ksa.camp



Terms and Conditions

The person signing this contract acknowledges that the information contained in this contract is true and accurate. The person also acknowledges that they are the parent/guardian of any minors listed on the membership registration form. Permission is hereby given for the Club to use in promoting the Club and other ventures relating to the Club (a) photographic, video and audio images or likenesses of pass holder and (b) statements, articles, photographs, audio recordings and videos created by pass holder or originating from activity. No assignment of this contract by either party shall be valid or binding on the other unless the assignment is in writing and approved by the written consent of the other party.

During the Club season the pass holders agree to abide by the Club rules and regulations governing the health, safety and welfare of the pass holders and Club community. Specifically, the possession or use of firearms, weapons, tobacco, narcotics, liquor or other intoxicants or non-prescription drugs is expressly prohibited both on and off the camp premises. Violations of rules or other reasonable regulations will result in dismissal from the Club without refund. The Club reserves the right to dismiss any pass holder whose conduct is unsatisfactory or inimical to the Club community's best interest without a refund. This contract shall become binding when received by an authorized representative/agent of Kutsher's Summer Club without delivery of a copy thereof to the applicant. If the Club is unable to perform any of its obligations under the contract by reason of fire, strike, damage by the elements, global pandemic or of any unavoidable casualty, the obligations on its part will terminate at once. The agreement shall be deemed to have been made in Berkshire County, Massachusetts, regardless of the order in which the signatures have been affixed and shall be interpreted and the rights and liabilities of the parties determined in accordance with laws of the State of Massachusetts. All matters sounding in contract or in fact relating to the validity, interpretation and enforcement of the contract will be determined in Berkshire County, Massachusetts. If any provision of this agreement is deemed to be illegal, unconstitutional or otherwise invalid, the remainder of the agreement shall not be affected but it shall be construed as if not containing the particular provision held to be invalid. This contract contains all the terms and conditions agreed upon by the parties, and other agreement, oral and or otherwise, regarding to the subject matter of this contract, shall be deemed to exist or to bind any of the parties

It is agreed by the parties that the Club shall not be responsible for any damage to personal property at the facility, and pass holders shall report all accidents or injuries promptly to the Club's manager. The pass holder accepts full responsibility for such injuries or damage, unless caused by the gross negligence or intentional acts of the Club, its agents or employees.

Pass holder understands that the Club will not provide any supervision over its members, children or over any other groups. ALL ADULT MEMBERS OF YOUR FAMILY ARE RESPONSIBLE FOR THEIR OWN SAFETY AND THAT OF ANY MINORS IN YOUR PARTY.

Summer Season

The Club will operate from June 27, 2020 through August 15, 2020. The hours of operation are 9:00am – 6:00pm (waterfront closes at 5:00pm). The Club will be closed on Mondays. These dates and times are subject to change.

Rain Policy

Due to the concerns related to Covid-19, the Club will be an outdoor only operation. In the event of rain, the Club reserves the right to shut down operations. If time allows, the Club will resume operations when courts and fields are safe for play. Day and week pass holders will receive a rain check if they were on site for less than (2) hours due to weather. Rain checks may be used on any other day the Club is open for business (normal reservation policy would apply).

Private Events

The Club will, on occasion, be closed for private events. Pass holders will be provided with at least (14) days' notice of any Club closures due to private events. Private events will be limited to a total of (10) days throughout the summer season.

Reservations

The Summer Club will be following all federal, state and local health guidelines and will therefore require social distancing between groups. As a result, certain areas and activities will be limited to a specific number of pass holders at a time. The Club will take reservations by phone in advance on a first come first serve basis. Summer pass holders can make reservations up to two weeks in advance. Week pass holders may make reservations up to one week in advance. Day pass holders may make reservations up to 48 hours in advance. Reservations must be made in person at the Club, or via telephone by calling 413-644-0077. Email reservations will be accepted but are only valid with a confirmation email from the Club.

Waterfront (Swimming / Boating)

If the waterfront is available for use, it will be under the direction of a Lifeguard to be provided by the Club unless prior written arrangements are made. Pass holder agrees that it has sole responsibility to supervise members of its group, that only those who can safely use the waterfront will be permitted, that they are acting in a reasonably safe manner and in compliance with all state and local rules and regulations. The lifeguard's sole duty is to provide lifeguarding services only and they SHALL NOT be responsible for supervision of any members of your party. The lifeguard's instructions must be followed at all times, and they shall have the authority to prohibit any individual from the waterfront area if, in their sole discretion, a person represents a hazard to themselves or others or who is interfering with others' use and enjoyment of the waterfront. Swimming and waterfront activities are permitted only during specific times assigned to your party.

ASSUMPTION OF RISK: The pass holder understands that part of the Club experience involves what may be new to participants and that they come with certain risks and uncertainties beyond what participants may be used to dealing with at home, including uneven terrain, thrown and other wayward objects, children and adults running about, insects, animals and plants. The pass holder is aware of these risks and assumes them on behalf of family participants. The pass holder recognizes that Club cannot guarantee that it is free from COVID-19 or other pathogens, and that as in any facility there is a risk that one or more members of your party could become ill. The pass holder realizes that no environment is risk free and has instructed family participants on the importance of abiding by the rules outlined in this contract and by the guidelines set forth by the Club. Participants agree that they are familiar with these rules and guidelines and will adhere to them.

The Club may modify or add Rules and Regulations at its discretion. Otherwise there can be no changes unless agreed to in writing by camp.

There are no on-site medical facilities. The closest hospital is Fairview Hospital. It is an approximately fifteen-minute drive from camp to the hospital by car.