



2021 Contract of Enrollment – 1199 Anne Shore

P.O. Box 252, Great Barrington, MA 01230

www.ksa.camp / info@ksa.camp

Tel: 413-644-0077 Fax: 954-283-7581

Camper's Name: _____ Gender: _____ Birthdate: _____ Grade in Sept. '21 _____
 Address: _____ City: _____ St. _____ Zip _____
 Parent 1 Name _____ Phone: _____ Work: _____ Cell: _____
 Parent 2 Name _____ Phone: _____ Work: _____ Cell: _____
 Email address: _____ Camper resides with: Both/Mother/Father
 Referred by _____

Please Check Session(s) Below

_____ **Session 1: June 27 – July 24**

_____ **Session 2: July 25 – August 14**

The person signing this contract acknowledges that he/she is the parent or guardian of the camper designated above and has full authority to enroll the child in a camp program. It is further acknowledged that the information contained in this contract is true and accurate. Permission is hereby given for Camp to use in promoting the camp and other ventures relating to the camp (a) photographic, video and audio images or likenesses of camper and (b) statements, articles, photographs, audio recordings and videos created by camper or originating from activity. Requests for refunds must be made in writing. If received prior to December 1, 2019, all monies will be credited toward the following camp season less a \$350 administrative fee. If received prior to March 1, 2021, all monies will be credited less a \$650 administrative fee. After March 1, 2021, no refund will be given. In the event the tuition fee is not paid in full by the date the session is scheduled to begin all monies on the account with Kutsher's Sports Academy shall be forfeited as liquidated damages and the campers place shall be forfeited. No allowance or reduction in tuition will be given for a camper's late arrival or early withdrawal. 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. Where a camper is unable to attend due to injury or illness substantiated by a letter from a licensed physician and to the satisfaction of KSA, all monies received from the applicant, less a registration fee of \$100, will be credited towards the following season. Where, in the opinion of the camp physician it is advisable that a camper withdraw prior to the conclusion of their stay due to injury or illness a pro-rated refund for the unexpired portion of the camper's stay, less registration of \$100 will be credited. If it is necessary to obtain off-camp medical services or administer prescription medication for the camper, parent/guardian will be notified immediately and such expenses shall be paid by the parent and/or guardian. The parent(s) and/or guardian(s) are responsible for any out of camp medical, surgical, hospital and/or allergy expenses incurred as a result of pre-existing medical conditions. Parents/Guardians are also responsible for providing adequate quantities of necessary medications to the camp in pharmacy container with doctors' instructions at the time session begins. Authority is hereby granted without limitation to the camp and its assigns to make decisions and/or authorize treatment of the above named camper with regard to medical, surgical or dental matters that may arise while camper is in the care of Kutsher's Sports Academy, including but not limited to all matters regarding hospitalization, surgery, injections, medication and/or anesthesia. The camp is not responsible for damage or loss of clothing or personal equipment used during the camper's stay. The camp specifically advises campers not to bring jewelry, laptops or other valuable equipment to camp. During the camp season the camper and his/her parents and/or guardian(s) agree to abide by camp rules and regulations governing the health, safety and welfare of the campers and camp community. Specifically (a) 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 and (b) campers may not leave the camp without the express permission of the camp director. Violations of rules or other reasonable regulations will result in dismissal from the camp without tuition refund. The camp reserves the right to dismiss any camper whose conduct is unsatisfactory or inimical to the camp community's best interest without a refund. This contract shall become binding when received by an authorized representative/agent of Kutsher's Sports Academy without delivery of a copy thereof to the applicant. If the camp is unable to perform any of its obligations under the contract by reason of fire, strike, damage by the elements, 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. **Contract will not be accepted without the signature of parent and/or guardian. I have read and agree to the terms of this contract.**

(Signature)

(Printed)

(Date)