CAMP KENNEBEC
MAKING CAMPERS HAPPY SINCE 1967

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 enroll 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. Once completed, these forms have 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 application is contingent upon CK's receipt, review, and acceptance of all completed forms by April 30, 2027, or your application date (whichever is later). **Failure to give correct and current information to CK via these forms including, but not limited to camper medication, health, or behaviour details 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. Infectious Diseases
   - You acknowledge that CK's compliance with infectious disease health and safety protocols recommended or mandated by a local, provincial, federal, international health or public safety authority, by an industry accrediting body such as the Ontario Camps Association, or by CK's management or health services group, may impact CK's operations and program delivery including changes to camper drop-off and pick-up procedures, activities, camper/camper or camper/staff interactions, social distancing, dining hall routines, sleeping conditions, sanitation, cleaning protocols and other procedural and programming changes that CK introduces to protect camper and staff health and safety.
   - You agree to follow protocols that CK adopts to protect camper and staff health.
   - CK will provide you with reasonable notice of any requirements or changes related to its infectious disease compliance.
   - You acknowledge that CK has no control over public health requirements and that directives may change with little advance notice.

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3. Fees and Terms of Payment
    - You agree to pay CK fees by the due dates. You acknowledge that failure to pay CK fees on time may result in interest and other charges, forfeiture of deposits and other payments received, and non-attendance at CK.
    - CK accepts credit cards for deposits only. CK accepts cheques, cash, or e-transfers for all other payments. Please use the **info@campkennebec.com** email address for e-transfers.
    - There will be a 2.4% surcharge on all Visa or Mastercard credit card payments.
    - Applications received on or after January 15, 2027, must include the first two payments. Full payment is due with applications we receive after March 15, 2027.
    - CK offers a $250 sibling discount, on stays of two weeks or longer, after we confirm enrolment.
    - Fees cover the cost of lodging, meals, and group activities.
    - We process all transactions in Canadian Dollars (CAD).
    - You agree to pay interest at the rate of 1.5% per month (18% per annum) on overdue accounts, plus any other costs CK incurs to collect outstanding amounts.

4. Payments & Due Dates

    - 8 weeks- $15,500 plus HST= $17,515 ($7,006.00 due upon application, $5,254.50 due January 15, 2027, and March 15, 2027)
    - 7 weeks- $14,500 plus HST= $16,385.00 ($6,554.00 due upon application, $4,915.50 due January 15, 2027, and March 15, 2027)
    - 6 weeks- $12,900 plus HST= $14,577.00 ($5,830.80 due upon application, $4,373.10 due January 15, 2027, and March 15, 2027)
    - 5 weeks- $11,350 plus HST= $12,825.50 ($5,130.20 due upon application, $3,847.65 due January 15, 2027, and March 15, 2027)
    - 4 weeks- $9,300 plus HST= $10,509.00 ($4,203.60 due upon application, $3,152.70 due January 15, 2027, and March 15, 2027)
    - 3 weeks - $7,400 plus HST= $8,362.00 ($3,344.80 due upon application, $2,508.60 due January 15, 2027, and March 15, 2027)
    - 2 weeks- $5,500 plus HST= $6,215.00 ($2,486.00 due upon application, $1,864.50 due January 15, 2027, and March 15, 2027)
    - 1 week- $2,975 plus HST= $3,361.75 ($1,344.70 due upon application, $1,008.52 due January 15, 2027, and March 15, 2027)

5. Voluntary Program Withdrawal & Refund Policy
    - You may withdraw your CK application by February 28, 2027, and receive a full refund less a $250 administration fee.
    - Withdrawals from March 1, 2027, onwards will not result in a refund.

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6. No Refunds for Involuntary Dismissal from Camp
    - **There will be no refund of camp fees if CK, in its sole discretion, determines that a camper must leave camp to prevent self-harm, harm to another camper or staff member, or if a 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. If CK incurs any expense related to dismissing this camper, you agree to reimburse CK for those expenses.**

7. NSF Cheques
    - CK will charge a $100 administration fee for NSF cheques; thereafter all payments must be 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 perform minor surgical treatments, x-ray examinations, and immunizations for the camper.
    - In case of an emergency from serious illness, the need for major surgery, or significant accidental injury, CK and attending physician will try to contact you as quickly as possible.
    - You grant permission to CK and its directors and staff to administer necessary emergency treatment prior to 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 related expenses.

10. Photo & Media Permission
    - You hereby give permission for CK to use 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.

11. Adherence to Camp Rules
    - At its sole discretion, CK sets out rules and regulations to protect campers' wellbeing, while offering a safe, fun environment for the entire Camp Kennebec community. You and your camper agree to follow all CK rules and regulations, including the CK Code of Conduct, CK Guiding Principles and Camper Expectations set out below, with the understanding that failure to comply may result in early dismissal from camp and forfeiture of camp fees.

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- Camp Kennebec Guiding Principles: Kennebecers enjoy a safe, supportive, fun, and organized environment. Every camper contributes to this positive environment by respecting others and enthusiastically committing to uphold camp's culture and programs. We resolve conflict, issues, and differences fairly and respectfully.

- 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 each camper and staff member's uniqueness, beliefs, ideas, cultural background, rights, needs, and feelings.
  - Proper care and respect for camp property and the property of others.
  - Enthusiastic participation at activities.
  - Cooperation, honesty, and integrity.
  - No bullying or harassment
  - No use of matches, lighters, cigarettes, drugs, alcohol, or weapons of any kind.

- Consequences for Non-Adherence:
  - There are profound consequences if campers do not meet CK's expectations including loss of privileges, modified programming, reimbursing CK for the cost of replacing willfully damaged property, early dismissal from camp, and forfeiture of camp fees.

12. Lost, Stolen or Damaged Property
    - CK is not responsible for lost, stolen or damaged camper items. Please do not send valuable items to camp.
    - If a camper willfully damages Camp property, CK will charge parents and guardians for all costs to remedy the damage and restore it to its original condition.

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13. Informed Consent and Acknowledgement
    - You give your approval for camper's participation in all CK activities, trips, and programs. While CK emphasizes safety first, there is a risk of severe 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 enrols 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.

14. 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.

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

16. 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 authority in the city of Toronto, Ontario.

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17. Force Majeure
    - CK and its directors, officers, employees, agents and representatives are not liable for failure to fulfill their obligations under this agreement if that failure is caused, directly or indirectly, by flood, communications failure, extreme weather, fire, mud slide, earthquake, or other natural calamity or act of God, interruption in water, electricity, heating or air conditioning (depending on the season), riots, civil disorders, rebellions or revolutions, acts of governments or governmental agencies (including any change in law), illnesses or diseases, quarantines, embargoes, malicious acts of third parties, acts of terrorism or public enemy, labor disputes affecting vendors or subcontractors, or any similar cause beyond its reasonable control.

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 follow all CK terms and 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 r'attachent 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: _____