

Kutsher's Sports Academy

CONTRACT OF ENROLLMENT 2010



Marc White, Owner/Director

marc@kutsherssportsacademy.com

Winter Phone: 860-350-3819

P O Box 252

Great Barrington MA 01230

www.kutsherssportsacademy.com

Telephone: 413-644-0077 Fax: 413-644-0078

America's Premiere Sports Camp

For Boys & Girls Ages 5 - 17

Camper's Name (Print) _____ Male _____ Female _____

Address _____

Father's name _____ Mother's name _____

Home Phone _____ Home Phone: _____

Cell _____ Cell: _____

Work # _____ Work #: _____

E-mail Address _____ E-mail Address _____

Emergency contact: _____
 Other than parents Name Relationship to camper Phone number(s) - Parents will be notified first

Grade in Sep 2010 _____ School _____ Birthdate _____ Weight _____ Height _____

Years at KSA including this year? _____ Referred by _____ Camper primarily resides with: Both Parents Mother Father (circle one)

PLEASE SELECT SESSION:

- | | |
|--|--|
| _____ Early Session (2 weeks) Jun 13 to Jun 26 (\$2600) | _____ Early Session + Session 1 (5 weeks) Jun 13 to Jul 17 (\$6400) |
| _____ Session 1 (3 weeks) Jun 27 to Jul 17 (4900) | _____ Early Session + Sessions 1 & 2 (8 weeks) Jun 13 to Aug 07 (\$9000) |
| _____ Session 2 (3 weeks) Jul 18 to Aug 07 (\$4900) | _____ Early Session + Sessions 1, 2, 3 (9 weeks) Jun 13 to Aug 14 (\$9500) |
| _____ Session 3 (1 week) Aug 08 to Aug 14 (\$1200) | _____ Sessions 1 & 2 (6 weeks) Jun 27 to Aug 07 (\$8000) |
| _____ Sessions 1, 2, 3 (7 weeks) Jun 27 to Aug 14 (\$8400) | _____ Sessions 2 & 3 (4 weeks) Jul 18 to Aug 14 (\$5800) |

A minimum of \$1200 deposit is due with registration. One-third of tuition amount is due on December 1 and again on March 1. Balance must be paid in full by May 1, 2010. Contract will not be accepted without signature of parent.

Payment in full is due by May 1, 2010 - Please see refund policy on reverse side

I have read and agree to the terms on the back of this contract _____
 Parent/Guardian Date

Credit Card # _____ Exp Date _____

Amount _____ Security Code _____ Billing Zip Code _____
 3-4 digit code

The fees quoted include the non-refundable registration fee (See Reverse), a program of instruction, supervision, and room & board.

1. The person signing the front of 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 summer camp program. It is further acknowledged that the information contained in this contract of enrollment is true and accurate.
2. Permission is hereby given for Camp to use in promoting the Camp and in other ventures directly relating to the Camp (a) digital, photographic, video, and audio images or likenesses of camper; and (b) statements, articles, names, music, art, photographs, audio recordings, films and videos created by Camper or originating from Camp or from a Camp related activity.
3. **Refund Policy** – Requests for refunds must be made in writing. If received prior to December 1, 2009, all monies will be refunded less a \$200 administrative fee. If received prior to March 1, 2010, all monies will be refunded less a \$500 administrative fee. **After March 1, 2010, no refunds will be given for any reason. No refunds will be made until on or about May 1, 2010.**
4. **Payment Schedule** - One third of balance is due December 1, 2009 and then again on March 1, 2010. The balance of tuition quoted herein shall be due and payable by May 1, 2010. Credit card payments will be automatically processed on these dates. After May 1, 2010, interest shall accrue in the amount of \$25 per week and will be added to the balance.
5. **Forfeiture** - In the event that the tuition fee is not paid in full by the date the session is scheduled to begin, then all monies on account with Kutsher's Sports Academy, Inc. shall be forfeited as and for liquidated damages and the camper's reserved place in the session shall be forfeited.
6. **Early/Late Arrivals** - 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 written consent of the other party.
7. **Medical Cancellations** - Where a camper is unable to attend because of 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 non-refundable registration fee of \$100 will be returned. Where, in the opinion of the Camp Physician, it is advisable that a camper withdraw prior to the conclusion of his/her stay due to injury or illness, a pro-rated refund for the unexpired portion of the camper's stay, less a non-refundable registration fee of \$100 will be returned.
8. **Medical Care** - If it is necessary to obtain off-camp medical, surgical or dental 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. Parent(s) and/or guardians(s) are also responsible for providing adequate quantities of necessary medications and allergy serums to the camp in pharmacy containers with doctor's instructions at the time the session is scheduled to begin.
9. **Medical Care Authorization** - 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 the camper is in the care of Kutsher's Sports Academy, Inc. including, but not limited to, all matters regarding hospitalization, surgery, injections, medication and/or anesthesia. Medical consent form and medical insurance information must be provided to camp prior to camper's arrival.
10. **Valuables, Damages & Losses at Camp** - The camp is not responsible for damage or loss of clothing, personal effects or personal equipment used during the camper's stay. The camp specifically advises campers not to bring jewelry, Ipods, laptops or other valuables to camp.
11. **Camp Rules** - During the camp season, the camper and his/her parents and/or guardians(s) agree to abide by the camp rules and regulations governing the health, safety and welfare of the campers and the 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 and the camp community's best interests without a tuition refund.
12. This contract shall become binding when received by an authorized agent/representative of Kutsher's Sports Academy, Inc. without delivery of a copy thereof to the applicant. If Kutsher's Sports Academy, Inc. is unable to perform any of its obligations under this contract by reason of fire, strike, damage by the elements, or of any unavoidable casualty, the obligations on its part will terminate at once.
13. This 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 the laws of the State of Massachusetts. All matters sounding in contract or in fact relating to the validity, construction, 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.
14. This contract contains all the terms and conditions agreed on by the parties, and no other agreement, oral or otherwise, regarding to the subject matter of this contract, shall be deemed to exist or to bind any of the parties.