

2027 Hulbert & Ohana Family Camps

TERMS & CONDITIONS

(These Terms and Conditions are also available on our website for your future reference and may be updated from time to time.)

PLEASE READ THIS AGREEMENT CAREFULLY IN ITS ENTIRETY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR FAMILY'S PARTICIPATION IN CAMP, INCLUDING PAYMENT OBLIGATIONS, CANCELLATION POLICIES, AND A WAIVER AND RELEASE OF LEGAL RIGHTS.

These Terms and Conditions (the "Agreement") govern enrollment and participation in programs operated by The Aloha Foundation Inc., a Vermont nonprofit corporation (the "Foundation"), including Ohana and Hulbert Family Camps (collectively with the Foundation, "Camp"). By agreeing to this Agreement, each parent, legal guardian, or other adult individual who enrolls one or more participants or reserves lodging (the "Enroller") accepts this Agreement on the Enroller's own behalf and on behalf of their Family. For the purposes of this Agreement, "Family" means all persons listed in the enrollment (including minor children and accompanying adults) who will attend Camp under the same reservation.

If only one Enroller signs, clicks to accept or otherwise affirmatively consents to this Agreement, that Enroller represents and warrants that they have legal authority to enroll each minor in the Family and to make medical decisions for such minor(s), that each adult in the Family has authorized the Enroller to accept this Agreement on their behalf, and that the Enroller agrees to the indemnification obligations in Section 8 with respect to any claim by a non-signing individuals in their Family. Enrollers acknowledge that, but for this Agreement, the Family would not be permitted to attend or participate in Camp.

In consideration of Family's potential enrollment and participation in Camp, and in exchange for the services and benefits provided by the Camp, the Enroller agrees as follows:

1. Camp Readiness and Required Information.

- A. Readiness. Members of each Family must be prepared physically, mentally, and emotionally to participate fully in Camp. Enrollers should read these terms & conditions thoroughly and review the information on our **website**.
- B. Failure to Provide Information. Failure to submit thorough, accurate, and timely paperwork, or to respond to requests for additional information, may result in forfeiture of the Family's spot and any payments made to date.

2. Deposits, Payments, and Financial Terms.

- A. Deposit. Deposits are non-refundable. For **Ohana Camp**: A 50% deposit is due within 14 days of receiving the enrollment confirmation invoice. For **Hulbert Family Camps**: a deposit of \$200 per adult is due with the application.
- B. Tuition Due Date. Tuition is non-refundable after the due dates. If tuition is not received by the due date, the Family's spot and deposit may be forfeited. For Families accepted after the due dates, tuition is due within 14 days of enrollment or before the start of camp, whichever is earlier.

- **Ohana Family Camp tuition is due on March 1.**
- **Hulbert New Year's Family Camp tuition is due on November 15.**

- **Hulbert August Family Camp tuition is due on July 15.**

- C. How and When to Pay. Payments may be made through the account by e-check or credit card. A small surcharge is imposed on all credit card payments that is not higher than Camp's cost of processing such payments. If preferred, checks may be mailed to the **Aloha Foundation at 2968 Lake Morey Rd., Fairlee, VT 05045.**
- D. Third-Party Payments. It is the Enroller's responsibility to ensure tuition is paid on time. If a third party will pay tuition, the Enroller may download a statement from the account and provide it to the payer. If the payer prefers to pay by e-check or credit card, the Enroller should send the payer's name and email address to Camp so payment processing can be facilitated. Third-party payers will not have access to the Enroller's account or paperwork.
- E. Late Payments. A finance charge of 1% per month, and any collection fees incurred, may be added to late accounts. Delinquent accounts may result in forfeiture of the Family's spot and any payments made.
- F. Withdrawal Policy. Families are responsible for full tuition and fees if withdrawal is made after the due dates. No reduction or refund of tuition is made for late arrival, early departure, missed days, withdrawal for emotional or medical reasons, or any other cause.
- G. Tuition Protection Plans. Camp does not offer tuition protection insurance. Families may purchase tuition protection plans through a third-party insurer. Enrollers are responsible for understanding any plan's limits, coverage, benefits, and exclusions. Plan options vary, and coverage may be limited to specific emergencies and may not include cancellations for any reason or non-emergencies.
- H. Dismissal. Camp may dismiss the Family, or any participant in the Family, if Camp determines that dismissal is in the best interest of the participant or the Camp community, including for health, safety, disciplinary, or adjustment reasons. No refund is provided for early dismissal.

3. Health; Insurance.

- (A) Medical Expenses and Treatment. Enrollers are responsible for their Family's medical expenses not covered by their insurance, including office visits, emergency care, and prescriptions. Enrollers consent to emergency medical treatment for each member of their Family if Camp, in its discretion, determines it to be necessary.
- (B) Insurance. Each member of each Family must be covered by a comprehensive health insurance plan at all times while enrolled.

4. Supervision. Camp provides age-appropriate supervision consistent with industry standards. Supervision is not continuous at all times and in all places.

5. Assumption of Risk. ENROLLERS ACKNOWLEDGE AND AGREE THAT CAMP PROGRAMS AND ACTIVITIES ARE INHERENTLY HAZARDOUS AND INVOLVE THE RISK OF SERIOUS INJURY, ILLNESS, DISABILITY, PSYCHOLOGICAL INJURY, PAIN, DEATH, AND PROPERTY DAMAGE. ACTIVITIES INCLUDE, WITHOUT LIMITATION, ARTS & CRAFTS AND WOODWORKING; GYMNASTICS, YOGA; SWIMMING, SNORKELING, CANOEING, KAYAKING,

PADDLEBOARDING, AND SAILING; ROPES COURSE/HIGH ROPES COURSE, CLIMB TOWER; ARCHERY, RIFLERY, TENNIS, VOLLEYBALL, ULTIMATE FRISBEE, TOUCH FOOTBALL, DISC GOLF, WIFFLE BALL, AND BARN HOCKEY; RUNNING, BIKING, HIKING AND TRAIL WALKS, ROCK CLIMBING; GEOCACHING; OUTDOOR COOKING AND FIRE BUILDING; ICE SKATING, SNOWSHOEING, SLEDDING, AND TRIPS TO SKI MOUNTAINS; PUZZLES, BOARD GAMES, AND FOOSBALL; DANCING (INCLUDING CONTRA DANCE) AND TALENT SHOWS; AND SINGING AND STORYTELLING, TOGETHER WITH RELATED INSTRUCTIONAL, RECREATIONAL, AND RESIDENTIAL ACTIVITIES. ENROLLERS UNDERSTAND THAT INJURIES OR LOSSES MAY RESULT FROM OR BE COMPOUNDED BY ACTIONS, OMISSIONS, OR ORDINARY NEGLIGENCE OF CAMP, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS, THE ACTS OR OMISSIONS OF OTHER PARTICIPANTS, EQUIPMENT FAILURE OR MISUSE, ENVIRONMENTAL OR WEATHER CONDITIONS, WILDLIFE OR INSECTS, UNEVEN TERRAIN, SLIPS AND FALLS, ALLERGIC REACTIONS, REMOTE OR DELAYED MEDICAL CARE, AND OTHER CONDITIONS INHERENT TO OUTDOOR AND RESIDENTIAL PROGRAMS. NOTWITHSTANDING THESE RISKS, ENROLLERS VOLUNTARILY CONSENT TO THEIR FAMILY'S PARTICIPATION WITH KNOWLEDGE OF THE DANGERS INVOLVED AND, ON ENROLLER'S OWN BEHALF AND ON BEHALF OF THEIR FAMILY, ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, ILLNESS, DISABILITY, DEATH, AND PROPERTY DAMAGE ARISING OUT OF OR RELATED TO THEIR FAMILY'S PARTICIPATION IN CAMP ACTIVITIES AND TO TRAVEL TO AND FROM SUCH ACTIVITIES, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF CAMP OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW. ENROLLER REPRESENTS AND WARRANTS THAT THEY HAVE MADE EACH MEMBER OF THEIR FAMILY AWARE OF THE RISKS DESCRIBED IN THIS SECTION.

6. **Communicable Diseases.** Enrollers acknowledge the contagious nature of bacterial and viral diseases, including COVID-19 and other infectious diseases, and the risk that the Family may be exposed while at Camp, during transportation, or on trips. Enrollers understand that exposure may result from the actions, omissions, or negligence of Camp, other participants, or third parties.

7. **Release of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE ENROLLER, ON THEIR OWN BEHALF AND THAT OF THEIR FAMILY, RELEASE AND DISCHARGE THE CAMP, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, VOLUNTEERS, AFFILIATES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "RELEASEES") FROM ALL CLAIMS AND DAMAGES FOR PERSONAL INJURY, PAIN, ILLNESS, DISABILITY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO THE FAMILY'S PARTICIPATION IN CAMP ACTIVITIES DESCRIBED IN SECTION 5 AND RELATED PROGRAMS OR ACTIVITIES, TRANSPORTATION, OR USE OF CAMP PREMISES AND EQUIPMENT, TO THE EXTENT CAUSED BY RISKS THAT ARE INHERENT IN THE ACTIVITY. THIS RELEASE DOES *NOT* APPLY TO GROSS NEGLIGENCE, WILLFUL OR WANTON MISCONDUCT, OR ANY LIABILITY THAT CANNOT LAWFULLY BE RELEASED.

8. **Indemnification; Non-Signing Enroller Claims.** To the fullest extent permitted by law, Enrollers agree to defend, indemnify and hold harmless the Releasees from and against any third-party claim, demand, action, damages, loss, cost, or expense (including reasonable attorneys' fees) arising out of or related to: (a) the Family's participation in Camp activities described in Section 5 and related programs; (b) a breach of this Agreement or violation of Camp rules by Enrollers or any member of their Family; or (c) any claim by, or on behalf of, a non-signing Family member or other individual otherwise challenging the authority to enroll a Family member or to be bound by the terms contained in this Agreement. This Section does *not* require indemnification for the gross negligence or willful misconduct of any Releasee.

9. Medical Consent; Costs; Emergency Decisions. Enroller consents to first aid and emergency medical care for each member of their Family, including evaluation, treatment, transport, and evacuation, and accept financial responsibility for all associated costs. Enroller releases claims against the Releasees arising from the provision of such care, except to the extent caused by gross negligence or willful misconduct.

10. Conduct; Property; Dismissal. Enrollers and their Family members will follow Camp rules, policies, schedules, and staff instructions. Prohibited items include alcohol, illegal drugs, weapons, fireworks, and hazardous items.

11. Media; Communications. Enroller gives permission to the Foundation to use photographs or videos of their Family members in publications, news releases, online, and in other communications related to the mission of the Camp and its affiliates. If Enroller wishes to limit promotional use, they must notify Camp in writing before the session. Enroller consents to receive communications from Camp by email and text message related to enrollment, logistics, safety, and Camp programs.

12. Force Majeure; Program Changes. Camp is not liable for delay, interruption, or cancellation caused by events beyond its reasonable control, including severe weather, wildfire, natural disaster, public health emergencies, labor disputes, utility failures, or governmental actions. Camp may modify programs, schedules, housing, staffing, activities, or transportation to address such events. Refunds, if any, are determined under Section 2.

13. Governing Law; Venue; Time Limits; Electronic Signatures. This Agreement is governed by and construed in accordance with the internal laws of the State of Vermont, without giving effect to any choice or conflict of law provision or rule that would result in the application of the laws of any jurisdiction other than Vermont. Any claim arising out of or relating to this Agreement or the Family's participation must be brought exclusively in the state or federal courts located in Vermont, and Enroller consents to personal jurisdiction in those courts. To the extent permitted by law, any claim must be filed within one year after the event giving rise to the claim. Electronic records and signatures are valid and enforceable.

14. Miscellaneous This Agreement is the entire agreement regarding its subject matter and supersedes prior understandings. If any provision is found invalid or unenforceable, the remainder remains in effect, and the provision will be enforced to the maximum extent permitted. Camp may update non-material administrative terms on notice to Parents. Material changes to financial terms after enrollment require Enroller consent. Headings are for convenience only.

[Signature Page Follows]