

2027 Aloha, Hive, Lanakila, Horizons, and Hulbert Vacation Camps TERMS AND CONDITIONS AND RELEASE AND INDEMNIFICATION AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY IN ITS ENTIRETY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR CHILD'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 Aloha, Hive, Lanakila, Horizons and Hulbert (collectively with the Foundation, "Camp"). By enrolling a child, each parent, legal guardian, or other individual with authority over the child's enrollment and medical decisions (each, an "Enroller," and together, "Enrollers"), accepts this Agreement on Enroller's own behalf and on behalf of the enrolled child ("Camper"). 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 Camper and to agree to this Agreement on behalf of any Enroller, and agrees to the indemnification obligations in Section 8 with respect to any claim by a non-signing Enroller. Enrollers acknowledge that, but for this Agreement, Camper would not be permitted to attend or participate in Camp.

In consideration of Camper's potential enrollment and participation in Camp, and in exchange for the services and benefits provided by the Camp, Enrollers agree as follows:

Camp Readiness and Required Information

Readiness. Camper 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, FAQ, and blog regarding camp readiness before enrolling their child. It may be recommended to consult the child's doctor, teacher, or therapist to assess readiness for camp.

Complete and Accurate Paperwork. Enrollers will complete all Camp paperwork accurately, thoroughly, and on time, including application questionnaires, spring follow-up questionnaires, and health forms, and will notify Camp by phone or email if information changes after submission. Enrollers will disclose any Individualized Education Program, 504 Plan, other social-emotional or behavioral supports, or any physical, mental, or

behavioral condition that may impact Camper's experience or the Camp community. Enrollers consent to Camp contacting Enrollers and Camper's providers to develop a plan for Camper's success.

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 Camper's spot and any payments made to date.

Deposits, Payments, and Financial Terms

Deposit. A deposit is required to secure Camper's place at Camp.

Payment Methods.

- **Paper Check:** Checks may be made out to the Aloha Foundation and mailed to 2968 Lake Morey Rd, Fairlee, VT 05045. Please include a copy of your statement or a note with your child's name so your payment can be applied accurately.
- **E-check:** Log into your account to securely pay online. You will need your bank's routing number and your checking or savings account number.
- **Credit or Debit Card:** Log into your account to securely pay with any major credit card or debit card. We impose a 3.00% surcharge on all credit card payments. There is no surcharge on debit card payments.
- **International Wire Transfer:** International families who do not have a US bank account may pay via wire transfer. **Please do not send a wire without contacting us first.**

Tuition Payments. Statements are available in the Enrollers' account. **Tuition is due on March 1 for Aloha, Hive, Lanakila, and Horizons** (or within 30 days of enrollment for campers enrolled after February 1). Tuition is due at the time of enrollment for Hulbert February and April Vacation Camp. Payments not received on time will result in the forfeiture of your child's spot.

Payment Plans. Families may choose to schedule automatic monthly payments for our summer camp programs (Aloha, Hive, Lanakila, or Horizons). All payments will be processed on the 1st of the month.

Related Payment Policies

Third-Party Payments: The individual submitting the camp application agrees to assume responsibility for the full tuition and fees. Assumption of financial responsibility extends to

third-party payment arrangements. At Enroller's request, Camp may create a separate payer account to process payments; that payer will not have access to Enroller's portal or Camper paperwork.

Tuition Protection Plans: Camp does not offer a tuition protection plan and does not recommend specific policies. Enrollers are responsible for understanding any third-party plan's limits, exclusions, and coverage.

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 Camper's spot and any payments made.

Cancellation and Refunds at Aloha, Hive, Lanakila or Horizons: Deposits are non-refundable 14 days after enrollment. Tuition is non-refundable after March 1. No reduction or refund of tuition is made for late arrival, early departure, missed days, or any other cause. Camp may cancel Camper's registration at any time if Camp determines that it is unable to meet Camper's physical, psychological, or emotional needs. If Camp cancels Camper's registration, refunds will be provided as follows:

- Canceled within 14 days of enrollment: 100% tuition refund
- Canceled between 14 days of enrollment and March 1: 100% tuition refund (minus the deposit)
- Canceled between March 1 and June 1: 50% tuition refund (minus the deposit)
- Canceled after June 1: No refund

Cancellation and Refunds at Hulbert February or April Vacation Camp: Families are responsible for full tuition and fees if withdrawal is made within 30 days of the start of the program. No reduction or refund of tuition is made for late arrival, early departure, missed days, or any other cause.

Dismissal. There are occasions when a child must be dismissed from Camp due to ill health, disciplinary issues, or because they are not adjusting physically, psychologically, or emotionally. We will notify the Enrollers to evaluate the situation and plan the best course of action. Camp may dismiss Camper if Camp determines that dismissal is in the best interest of Camper or the Camp community. No refund is provided for early dismissal.

Health; Immunizations; Insurance; Dietary

Medical Expenses and Treatment. Enrollers are responsible for Camper's medical expenses not covered by Enroller's insurance, including office visits, emergency care, and

prescriptions. Enrollers consent to emergency medical treatment for Camper if Camp, in its discretion, determines it to be necessary, and consent to Camp contacting Enrollers and other emergency contacts.

Immunizations. Camper must be vaccinated according to Camp's Vaccination Policy (available on our [website](#)). Religious or philosophical exemptions are not accepted. Medical exemptions are limited to conditions established by the CDC or ACIP and only when Camp's Medical Exemption Form is submitted and approved by Camp's medical team.

Insurance. Camper must be covered by a comprehensive health insurance plan at all times while enrolled.

Dietary Restrictions. Camp kitchens are nut-free. Camp can accommodate many medically-dictated dietary requirements but is not equipped to handle all dietary restrictions. Vegetarian, dairy-free, and gluten-free options are offered at every meal, but a vegan option is not guaranteed. Cross-contamination from ingredients processed in facilities that handle nuts, dairy, or gluten cannot be ruled out. Enrollers will contact Camp's medical team early to discuss needs. Camper must be able to manage snacks and meals independently with reasonable guidance.

Activities; Travel; Supervision; Safety

Consent to Activities and Travel. Enrollers consent to Camper participating in all regular Camp activities on and off Camp grounds, in Vermont and other states, including without limitation, gymnastics, biking, hiking, rock climbing, waterfront activities, land sports (including archery and riflery), climb tower, ropes course, team and individual sports, crafts, and fine arts programs. Enrollers authorize Camp to transport Camper to and from activities, programs, trips, medical providers, and travel hubs by Camp vehicles or approved third-party carriers.

Transportation; Sign-Out and Release. Camp may provide transportation to and from camp for an additional fee. Transportation fees will appear on the Camper's account. Camper must comply with all rules set by the driver and Camp staff. For any pick-up, whether at Camp or at a designated bus stop, an adult must present government-issued photo identification and sign out the Camper. If someone other than a parent or legal guardian will pick up Camper, Enroller must provide written authorization acceptable to Camp in advance. Camp's responsibility for Camper ends when the Camper is signed out and leaves Camp property or, for bus riders, when the Camper is released at the bus stop.

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

Safety and Searches. When safety, health, or policy compliance is at issue, Camp may inspect or search Camper's belongings in a reasonable manner.

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, SWIMMING AND OTHER WATERFRONT ACTIVITIES, BOATING, PADDLE SPORTS, HIKING, RUNNING, BIKING, ROCK CLIMBING, ROPES COURSE AND CLIMB TOWER, ARCHERY, RIFLERY, FIELD AND COURT SPORTS, GYMNASTICS, ARTS AND CRAFTS, TRAVEL TO OFF-SITE LOCATIONS, AND 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 CAMPER'S PARTICIPATION WITH KNOWLEDGE OF THE DANGERS INVOLVED AND, ON ENROLLER'S OWN BEHALF AND ON BEHALF OF CAMPER, ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, ILLNESS, DISABILITY, DEATH, AND PROPERTY DAMAGE ARISING OUT OF OR RELATED TO CAMPER'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.

Communicable Diseases. Enrollers acknowledge the contagious nature of bacterial and viral diseases, including COVID-19 and other infectious diseases, and the risk that Camper 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.

Release of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, PARENTS, ON THEIR OWN BEHALF AND THAT OF THE CAMPER, 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 CAMPER'S PARTICIPATION IN CAMP PROGRAMS, 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.

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) Camper's participation in Camp activities and programs; (b) a breach of this Agreement or violation of Camp rules by Enrollers or Camper; or (c) any claim by, or on behalf of, a non-signing parent, legal guardian, or other individual otherwise challenging the authority to enroll Camper or to grant the consents in this Agreement. This Section does not require indemnification for the gross negligence or willful misconduct of any Releasee.

Medical Consent; Costs; Emergency Decisions. Enrollers consent to first aid and emergency medical care for Camper, including evaluation, treatment, transport, and evacuation, and accept financial responsibility for all associated costs. Enrollers release claims against the Releasees arising from the provision of such care, except to the extent caused by gross negligence or willful misconduct.

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

Media; Communications. Enrollers give permission to the Foundation to use photographs or videos of Camper in publications, news releases, online, and in other communications related to the mission of the Camp and its affiliates. If Enrollers wish to limit promotional use, they must notify Camp in writing before the session. Enrollers consent to receive communications from Camp by email and text message related to enrollment, logistics, safety, and Camp programs.

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.

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 Camper's participation must be brought exclusively in the

state or federal courts located in Vermont, and Enrollers consent 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.

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.

The undersigned Enroller represents that they have legal authority to enroll the Camper and to sign this Agreement on behalf of the Camper and any other parent or legal guardian to the fullest extent permitted by law. The undersigned acknowledges that, but for this Agreement and the waivers and releases it contains, the Camper would not be permitted to participate in Camp.