



KIDSKAMPS TERMS & CONDITIONS

With any physical activity there is always the potential rise of injury and "PEAC" shall extend all efforts to maintain a safe environment as it may relate to Participant's involvement in any play areas, facilities, equipment and/or as a participant in any program or event offered by PEAC at 1440 Lower Ferry Road, Ewing, NJ. On behalf of "Participant" as identified in the KidsKamp Registration Form under the age of 18, I as Parent or Legal Guardian acknowledges, appreciates, understands, and agrees to the following: 1. I represent that I am the Parent or Legal Guardian of the Participant as named in this registration form. 2: I acknowledge and understand that there are risks of injury associated with participation in any PEAC program(s) and/or activities the use of the play areas(s) and equipment including, but not limited to: contusions, fractures, scrapes, cuts, bumps, paralysis or death. 3: I, for myself as Parent of Legal Guardian and any others associated with Participants(s) involvement either as an observer or by participation in any activity, program, an/or event within or about the facilities, and the Participant(s) named, willingly assume the risks associated with participation and accept that there are also risks that may arise due to interactions with OTHER PARTICIPANTS. 4: I agree that the Participant named and I shall comply with all stated and customary Terms & Conditions, posted safety signs, Rules & Regulations, Code of Conduct and verbal instructions as conditions for participation in any program, activity and/or event at PEAC. 5: I, for myself, the Participant named, our heirs, assigns, representatives, and next of kin agree to hold harmless and indemnify the PEAC, their affiliates, officers, employees and representatives from any and all injuries, claims, liabilities or damages from participation. 6: I additionally agree to indemnify and reimburse PEAC, their subsidiaries and affiliates, officers, employees and representatives for any expenses associated with PEAC's defense of any and all claims, injuries, liabilities, or damages arising from participation. 7: I understand that PEAC reserves the right, at their sole discretion, to accept, refuse and/or terminate any registration and/or participation by and for any Participant, including, but not limited to any guest, spectator and/or customer associated (or not associated) with any Participant and I as Parent or Legal Guardian, will immediately comply and cooperate with any decision, determination and/or action that is presented or stated to me or Participant by PEAC in regard to Participant's regardless if presented in writing or verbally. 8: I represent that Participant is physically able to mentally capable to participate, has no medical condition that will restrict or limit participation or present a concern and that it is Participant, Parent and/or Legal Guardian's liability and/or responsibility to inform PEAC of any known physical, medical, health and/or mental conditions that may restrict and/or prohibit Participant's ability to participate in any PEAC programs and/or activities, to which PEAC reserve the right for the benefit of the Participant, to refuse and/or decline participation. 9: I authorize and grant PEAC the exclusive right to include my Participant in photography that shall be utilized to promote and advertise PEAC and/or its affiliate companies, which may appear in their website, social media channels, printed material, brochures, flyers, newspaper articles or advertisements. All materials shall become the exclusive ownership of PEAC for the sole purpose of marketing and promotion and shall not be shared or distributed for any other purpose without the authorization or consent of the Parent or Legal Guardian. I/we waive all rights to ownership and any expectation for royalties. 10: I represent that I am legally competent to understand and willing to comply with the terms and conditions of this agreement, which PEAC reserves the right to change, modify and/or update without notice, and to complete the registration on behalf of Participant. I represent my understanding and compliance on behalf of the Participant, that this agreement, subject to PEAC's acceptance and/or termination, shall remain valid, enforceable and in full effect for the initial registered term and shall continue to be observed and enforced in the event of any future claims. EMERGENCY RELEASE & MEDICAL CONDITIONS - although every precaution shall be taken, personal injuries may occasionally occur. In case of a medical emergency, PEAC will proceed to make every reasonable effort to contact Parent(s). In the event a contact is unavailable, I as Parent or Legal Guardian hereby authorize and I grant permission to PEAC to proceed with medical attention as PEAC feels may be necessary for the welfare of the Participant. Parent or Legal Guardian is responsible to inform PEAC of any known Physical Disabilities, Medical Conditions and/or Allergies at the time of registration. MEDICAL & PHYSICAL CONDITION REPRESENTATION - I understand that PEAC is not authorized to administer any type of medication and that if my Participant requires medication during camp hours, then I as Parent or Legal Guardian must personally administer my Participant's medication. I declare and acknowledge that my Participant is physically, medically and/or psychologically capable to participate in the KidsKamp Programs and Activities. I also understand that PEAC recommends and if I have a concern for my Participant that I should consult a physician. I have disclosed and revealed to PEAC Participant's medical history, any physical limitations or concerns, any health problems and/or any medical needs that may exist. PAYMENTS, SERVICE CHARGES & UNPAID BALANCES - Full payment is due and to be paid prior to Participant's commencement or involvement in any program or activity. In the event a Participant's payment is returned for any reason, PEAC has the right to charge an additional fee of \$45 for each incident. Should any balance(s) or payment(s) due not to be resolved within 30 days, PEAC has the right to assess a monthly service fee of 2% (2% annually) until any outstanding balances are paid. In addition, should PEAC seek assistance to collect payment, Custodian and/or Participant shall be responsible for all cost associated with any collection. REFUNDS - Full payment is due and payable prior to Participant's involvement in any program or activity. No refunds or credits will be issued for any missed sessions. NON-TRANSFERABLE - Purchased sessions are to be used by registered participant ONLY and are non-transferable. LOSS OF PERSONAL ITEMS - PEAC, it's employees, agents, and representatives are not liable or responsible for the loss of Participant's personal property. DAMAGE TO THE FACILITY - In the event intentional damage is inflicted to the facility and/or equipment by a registered Participant or Observer, other than normal wear and tear, Parent, Legal Guardian and/or Participant shall be responsible and liable for the repair or replacement. I agree to Comply with the Release, Terms & Conditions above.

COVID-19 Assumption of Risk & Waiver of Liability

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

PEAC Health & Fitness (PEAC) has put in place preventative measures to reduce the spread of COVID-19; however, PEAC cannot guarantee that you or your child(ren) will not become infected with COVID-19 and attending PEAC's KidsKamp could increase your risk and your child(ren)'s risk of contracting COVID-19.

By registration of your child(ren) in to PEAC's KidKamp, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending and participating and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the PEAC may result from the actions, omissions, or negligence of myself and others, including, but not limited to, PEAC employees, volunteers and campers and their families.

By registration of my child(ren) to participate in PEAC's KidsKamp 2020, I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expenses, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at the PEAC's KidsKamp or participation in any PEAC programs or events. On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless PEAC, it's affiliated company or entity, employees, agents and representative, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the PEAC, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during or after play or participation in any PEAC program.