



## **2024 The Art Camp Policy Agreement**

**Recent Update: 1/30/2024**

The Art Camp is very excited to get back to serving our community and our Happy Campers for the summer 2024!

Please carefully read and understand the entire contents of this 2024 The Art Camp Policy Agreement prior to enrollment, as there are some important changes to policies from previous years. Parents and legal guardians (“you” or “your”) will sign the 2024 The Art Camp Policy Agreement in agreement with the terms and conditions described when they enroll their children (our “Campers”) at The Art Camp for summer 2024 through our online camp application. By signing the Agreement, you constitute your consent and agreement to be bound by all the terms and conditions of this Agreement. If you do not agree with any of the terms and conditions in the Agreement, we will unfortunately be unable to enroll your child into The Art Camp for summer 2024. This 2024 Art Camp Policy Agreement is between you and Barnhouse, Inc. dba The Art Camp (“The Art Camp” or “Art Camp”).

### **Terms & Conditions**

#### **2024 ART CAMP SESSIONS**

This summer, The Art Camp will run for eight, 1 week sessions. Campers will attend Monday-Friday (5 camp days) per week.

Week 1- June 17- June 21

Week 2- June 24- June 28

Week 3- July 1- July 5\* (there is no camp on July 4th)

Week 4- July 8- July 12

Week 5- July 15- July 19

Week 6- July 22- July 26

Week 7- July 29- August 2

Week 8- August 5- August 9

#### **DEPOSIT & TUITION FEES**

You will be charged a 5% non-refundable deposit fee (per family) at the time of application submission. The tuition balance for all sessions is due May 31st, 2024. If you apply after May 31st, your tuition will be charged



in full at that time. All balances must be paid in full in order for your child to attend camp. If you apply after June 15th, we do not accept checks. All payments must be paid in full via credit card. Our 2024 Tuition Rate is \$565 per child, per week ("Tuition"). A 5% discount is offered for each additional sibling enrolled in the same weeks from the same immediate family.

You authorize The Art Camp to charge your credit card, debit card, or financial institution account (via an automated clearing house ("ACH") transaction), for all amounts as set forth in this Policy Agreement. Payment by Credit Card will incur an approximate 5% processing fee and will be charged with any payment made by credit card, and is not refundable. You will not be charged a processing fee if you make payments via ACH, e-check (available for online payments), check or cash. The Art Camp reserves the right to charge the credit card on file for any outstanding camp balance owed.

#### ADDITIONAL FEES

You will be charged a \$15 fee on all returned or declined checks.

You will be charged a \$5 fee on credit or debit card payments that are declined for any reason.

#### CANCELING YOUR ENROLLMENT

Should you decide to cancel your enrollment for any reason before May 31, 2024, we will be able to issue you a full refund minus your 5% deposit and any credit card processing fees. After May 31st, there are no refunds issued if you decide to cancel your camp enrollment. See below for The Art Camp's 2024 policy for cancellations and absences related to illness.

If your child is dismissed from our summer program for disciplinary measures, you will receive a prorated refund in the amount of any unused tuition for the remaining time of enrollment. While The Art Camp strives to make Camp enjoyable for all Campers, satisfaction with the experience is subjective on the part of the child and the parent. Therefore, it is understood and agreed that The Art Camp cannot and does not guarantee or warrant any campers' satisfaction. It is also understood and agreed that there are no other agreements, expressed or implied, between The Art Camp and you or your child regarding The Art Camp's programs or activities.

#### CHANGING YOUR ENROLLMENT

You are permitted to change your enrollment (ex: switching sessions) before May 31, 2024 with no fee or penalty if The Art Camp has the additional availability. Priority will be given to those families on the waitlist, but if there is additional space after providing priority to waitlisted families, we will accommodate you.

#### MAKE UP DAYS

You are financially responsible for all camp days that your child has registered to attend. The Art Camp does not offer any prorating or discounts for travel or any other reasons. See below The Art Camp's 2024 policy for cancellations and absences related to illness.



## ABSENCES DUE TO ILLNESS

Partial refunds will be issued if a camper misses 2 or more camp days due to illness. If a camper misses only 1 day, no refund will be issued.

For 2-5 days: If this occurs, we will offer a 75 percent refund for the missed days, minus the deposit fee and any credit card processing fees OR a full credit for future camp (Winter/Spring/Summer), minus the deposit fee & any credit card fees.

For more than 5 days: Campers must provide documentation from a licensed Healthcare Provider (MD, DO, NP or PA) stating that they need to miss 5 or more days of camp and the condition for the required absence. If this occurs, we will offer a 75 percent refund for the missed days, minus the deposit fee and any credit card processing fees OR a full credit for future camp (Winter/Spring/Summer), minus the deposit fee & any credit card fees.

To clarify, The Art Camp reserves the right to change our policies (masking, distancing etc) based on LA County Health Department guidelines. If parents choose to remove their child from camp due to changing of guidelines, we will offer a 75 percent refund for the missed days, minus the deposit fee and any credit card processing fees OR a credit for future camp (Winter/Spring/Summer), minus the deposit fee & any credit card fees.

## CLOSURE OF CAMP

If camp is forced to close due to the county or state authorities before camp starts (June 17th, 2024), The Art Camp will offer a 90% refund per family (minus the 5% deposit fee and any credit card processing fees). Art Camp will keep the additional 10% to cover rent, utilities, operating/planning expenses and other miscellaneous non-recoverable expenses.

If camp is forced to close due to the county or state authorities at any point after the first summer session has begun on June 17, 2024, no refunds shall be offered by Art Camp for any period(s) of closure. Under these circumstances, The Art Camp will take whatever reasonable steps we can to attempt to reopen camp as soon as practicable.

## HEALTH & SAFETY PLAN:

We have based our plan on recommendations from the California Department of Public Health, the Los Angeles County Department of Public Health, the American Camp Association, and the CDC. This plan requires the FULL cooperation of our Art Camp families. ***Please read our full pandemic plan on our website (click on the 2024 ART CAMP HEALTH & SAFETY INFORMATION PACKET) link.***



The Art Camp's Health and Safety plan is in agreement with public health experts. We have based our plan on recommendations from the California Department of Public Health, the Los Angeles County Department of Public Health, the American Camp Association, and the CDC. We have and will continue to implement the following precautions and safety measures:

1. Proper hygiene - with additional hand washing stations around campus. Campers will be reminded to wash their hands frequently. Hand sanitizer stations when necessary.
2. Extra cleaning and sanitizing daily on high touch areas. Additional custodial staff to ensure extra deep cleaning throughout the day, and in all restrooms. Additional custodial staff to clean each night. Extra cleaning each weekend as well in order to prepare for each week.
3. Cleaning staff will use the Art Camp's Electrostatic Sprayer to disinfect any high touch surfaces as needed.
4. Campers spend a portion of their days outside in fresh air. Many groups will have 1 of their 4 activities in an outdoor classroom. They will also go outside for their morning snack, afternoon snack, lunch & play times. For any indoor activities, they will go outdoors as much as possible (based on the weather and the type of activity being done). Additionally, while indoors, the windows & doors will remain open as much as possible (weather permitting).
5. Each indoor classroom has an Air Filtration System.
6. Prompt identification and isolation of sick individuals; there is a designated sick cot for any child who is ill and is waiting to be picked up.
7. Employee training & ongoing communications. Staff have been instructed to stay home if ill with a fever.
8. Water Jugs - Please send your child to camp with a large refillable water bottle. If they need a refill, an adult will help them do that. We will also sell bottled water in our camp office.
9. Small group size- Each group has a maximum of 20 children.
10. All groups are considered "stable" groups, meaning the same campers & staff are in the same group all day Monday- Friday.

#### SCENARIOS IN WHICH CHILDREN ARE ILL

1. If a child displays symptoms of illness, that child stays home until fever free for 24 hours without the use of fever-reducing medication and has improved symptoms.
2. If a child has a Positive COVID-19 test (symptomatic or asymptomatic), we will isolate the case, and exclude the positive case from camp for a minimum of 5 calendar days following the day of a positive test.
  - a. Positive child will test on day 5 with an antigen test. The child may return to camp on day 6 if the antigen test is negative, they have no fever, and symptoms are gone or have improved.



- b. For calendar purposes, Day One is the day following diagnosis on Covid-19 (date of positive test.)
- c. The group exposed to the positive child (close contacts *who were exposed at Camp*) are not required to quarantine (a group is considered to have been exposed to a case during the infectious period if they shared the same indoor airspace at Camp with the infected person for 15 minutes or more over a 24-hour period).

Please do not send your child to camp should they show any signs of illness. If a child is sick or experiencing symptoms at camp, they will be isolated and we will call you immediately. It is very important that the camper be picked up as soon as possible. Children must remain fever free for 24 hours without fever reducing medications, and be symptom free to return to camp (this means that they cannot return the following day if sent home with a fever.)

#### ADDITIONAL DECLARATIONS AND WAIVERS:

I allow my child's image to be used in any and all promotional photographs, videos or websites and print ads. I do not hold The Art Camp responsible for any articles of clothing or personal belongings that are lost or damaged by theft, fire, natural disaster or other occurrence.

ACCEPTING BELOW HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE The Art Camp, its employees, offices, and agents (all hereinafter referred to as "releasees") from all liability to the undersigned, his or her personal representatives, assigns, heirs, and next of kin for any loss, damage, or claim therefore on account of injury to the person or property of the undersigned, whether caused by any negligent act or omission of the releasees or otherwise while the undersigned is participating in any of The Art Camp activities including but not limited to eating prepared food, or using any facilities or equipment in connection with the activity.

ACCEPTING BELOW HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS releasees from all liability, claims, demands, causes of action, charges, expenses, and attorney fees (including attorney fees to establish the releasees right to indemnity or incurred on appeal) resulting from involvement in this activity whether caused by any negligent act or omission of the releasees or otherwise.

ACCEPTING BELOW HEREBY ASSUMES FULL RESPONSIBILITY FOR RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE while upon property leased or utilized by the releasees or participating in the activity or using any facilities and equipment leased or utilized by the releasees whether caused by any negligent act or omission of releasees or otherwise.



In the event of a perceived emergency injury or illness to my child while attending The Art Camp, I hereby authorize The Art Camp to consent to medical treatment on behalf of my child. By accepting below, as parent or legal guardian of the child identified on this form, you hereby authorize The Art Camp and its adult officers, employees and agents into whose care the registered child has been entrusted, to consent to any emergent x-ray, examination, anesthetic, medical, dental, or surgical diagnosis or treatment and hospital care to be rendered to said minor under the general or special supervision and upon the advice of a licensed physician or surgeon. To also disclose any personal medical information regarding said minor to medical professionals. This authorization is given pursuant to the provisions of section 6910 of the Family Code of California. It is understood that if time and circumstances reasonably permit, The Art Camp will endeavor, but is not required, to communicate with the parent or guardian prior to consenting to such treatment. The undersigned further agrees to RELEASE, WAIVE, DISCHARGE AND COVENANTS NOT TO SUE EITHER The Art Camp, its employees, officers and agents on behalf of the undersigned, the registered minor and their personal representatives, assigns, heirs, and next of kin for any loss, damage, or claim therefore on account of any injury to the minor associated with any medical care performed or provided with consent given pursuant to this authorization. This authorization to consent to treatment of the minor identified above is given to The Art Camp in conjunction with any activity or event in which the minor's care is entrusted to The Art Camp. It is understood that in the event that this Agreement is accepted by one parent or guardian, the parent or guardian acknowledges that he/she is also acting as agent of the other parent/guardian with authority to accept this Agreement on his or her behalf.

ACCEPTING BELOW EXPRESSLY AGREES that the foregoing release and waiver, indemnity agreement and assumption of risk are intended to be as broad and inclusive as permitted by California law and that if any portion thereof be held invalid, notwithstanding, the balance shall continue in full legal force and effect.

I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING and that I am aware of the legal consequences of this agreement, including that it prevents me from suing The Art Camp, its employees, offices, and agents if my child is injured or damaged for any reason as a result of their participation in this activity. I further acknowledge that no oral representations, statements or inducements have been made.

#### GOVERNING LAW.

This agreement shall be governed by, construed, and enforced in accordance with the law of California.

#### DISPUTE RESOLUTION

You and The Art Camp agree that any dispute, claim or controversy arising out of or relating to this Agreement and you and your child's enrollment and participation in the The Art Camp (collectively "Disputes") will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief



in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. You

acknowledge and agree that you and The Art Camp each are waiving the right to a trial by jury or to participate as a plaintiff as a class member in any class action proceeding. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of the agreement contained in these Terms.

*Arbitration Rules and Governing Law.* The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at <http://www.adr.org> or by calling the AAA at 1-800-778-7879). The Federal Arbitration Act will govern the interpretation of this section. Unless you and The Art Camp agree otherwise, the arbitration will be conducted in Los Angeles, California. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and The Art Camp submit to the arbitrator, unless you request a hearing and the arbitrator then determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by AAA Rules. Subject to AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

#### BINDING EFFECT

This Agreement shall be binding upon the heirs, personal representatives, administrators, executors, and assigns of each of the parties.

#### PARTIAL INVALIDITY

It is expressly understood and agreed by the parties that should any paragraph or any provision or portion of this agreement be held invalid, illegal, or void, then and in such event, any paragraph, provision, or portion so held to be invalid, illegal, or void shall be deleted from this agreement, and this agreement shall be read as though such invalid, illegal, or void paragraph, provision, or portion was never included herein, and the remainder of such agreement excluding such invalid, illegal, or void paragraph, provision, or portion shall nevertheless subsist and continue with force and effect.

IT IS UNDERSTOOD THAT THIS CONTRACT CONSTITUTES THE FULL UNDERSTANDING of the parties hereto and no change, modification or waiver of any of the terms shall be effective unless in writing and signed by both parties.

#### MODIFICATION OF AGREEMENT



Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

#### ASSIGNMENT OF RIGHTS

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, corporation, or other entity without the prior, express, and written consent of the other party.

#### SECTION HEADINGS

The titles to the sections of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement. Each party to this agreement has caused it to be executed at [place of execution] on the dated indicated below

Each party to this agreement has caused it to be executed on the date indicated below.

**\*\*REMINDER\*\* - *WHEN YOU ENROLL IN THE ART CAMP ONLINE, YOU WILL SIGN & DATE THIS POLICY AGREEMENT.***

STATING THAT YOU HAVE CAREFULLY READ THIS 2024 ART CAMP POLICY AGREEMENT, THE CONSENT FORM AND LIABILITY WAIVERS HEREIN, FULLY ALL OF THEIR TERMS, UNDERSTAND THE RIGHTS THAT YOUR CHILD AND YOU FORFEIT BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.