



# SUMMER 2025 TLV COSTA RICA ADVENTURE TERMS & CONDITIONS

I, as the parent or guardian and on behalf of my camper, understand, acknowledge, and agree as follows:

**Live applications:** FRESH AIR SOCIETY OF DETROIT, a Michigan nonprofit corporation and private/religious organization, having an assumed name of Tamarack Camps ("Tamarack Camps") will begin accepting applications on November 25, 2024, at 9 a.m. EST.

**Deposit:** Applications require a \$2,000 deposit per camper to be considered submitted. Space will be reserved only for campers with submitted deposits.

The deposit is non-refundable after 5 p.m. on January 6, 2025.

**Payment deadline:** ALL CAMP FEES ARE DUE IN FULL BY March 7, 2025. Failure to pay in full by this date will result cancellation of your camper's participation in the program. Credit card payments are subject to a 3% processing fee. There is no fee for check or debit card payments.

Families may elect to make scheduled monthly payments, with payments deducted:

- December 6, 2024\*
- January 3, 2025\*
- February 7, 2025\*
- March 7, 2025\*\*

*\*If payment is not completed, there will be a \$100 late fee added to the camper's balance.*

*\*\* Failure to pay in full by this date will result in cancellation of your camper's participation in the program.*

**Cancellations and refunds:** Cancellations made by 5 p.m. on January 6, 2025, will receive a full refund. Starting January 7, 2025, withdrawing from the program will result in the forfeiture of the program deposit. Withdrawals made on or before January 31, 2025, will be eligible for a full refund, excluding the deposit. After this date, withdrawals will be managed on a rolling basis.

- February 1–27: 50% of rate (after deposit) will be refunded
- On or after February 28: No refund

**Scholarship:** Scholarships will be available on a limited basis. If applying, scholarship questionnaires will be required with your application. Contact Camp Registrar Jeannette Levene at [jlevene@tamarackcamps.com](mailto:jlevene@tamarackcamps.com) for additional information.

**Family disputes:** Tamarack Camps will not participate or mediate family disputes that involve the submission of this application, registration, financial obligation, or the like. If a parent/guardian cannot arrive at a mutual decision, then Tamarack Camps may cancel the camper(s) registration. All legal guardians are responsible for terms and conditions regardless of the individual submitting the application.

**Potential cancellations:** Tamarack Camps reserves the right to cancel a program due to insufficient registration or as otherwise determined in its sole and absolute discretion. A full refund will be provided in the event of a program cancellation.

**Late arrival or early departure:** If a camper leaves camp early for non-medical or personal reasons, they are not permitted to return unless agreed to in writing by the Camp Director, or their designee, prior to the start of camp. Camper fees are not reduced or prorated when a camper arrives late or leaves early.

**Medical form:** A Tamarack Camps Medical Form (signed by a physician and parent or guardian) must be received by March 7, 2025. I am responsible for notifying Tamarack Camps of all physical, medical and/or emotional needs of my camper that may impact their ability to participate. Tamarack Camps is not responsible for the cost of any medications, including those not reimbursed by insurance. Failure to comply may result in additional fees.

Due to the international travel that is part of this program, additional medical requirements may be necessary. Please contact Chief Medical Officer Stefanie Aronow, M.D. at [saronow@tamarackcamps.com](mailto:saronow@tamarackcamps.com) with any questions.

**Maintaining a positive environment:** Tamarack Camps has the sole and absolute discretion, without providing advance notice, to (a) reject or dismiss a camper, WITHOUT REFUND, for any or no reason including, but not limited to, unsatisfactory conduct or any situation which impairs a camper's ability to participate or may expose other campers to risk; (b) alter/change a program or bunking arrangements, and; (c) search the personal belongings of a camper. The undersigned shall be responsible for any and all costs incurred to send a camper home including, without limitation, travel expenses. If a camper is dismissed by the Camp Director, or their designee, they are not permitted to return during the current summer.

**Inspections:** For a variety of reasons, including, but not limited to, camper safety, food allergies and kashrut issues, Tamarack Camps reserves the right to inspect and confiscate unacceptable items brought to camp or delivered to a camper.

**Assumption of risk:** The camping experience involves activities that come with certain risks and uncertainties including, but not limited to, horseback riding, our ropes course, rafting, biking, climbing, balancing, exercising, running, lifting, bending, the zipline, swimming, diving, land sports, boating, bus trips, weather conditions, plants, insects, team activities and rugged terrain. I assume these risks and agree to allow my camper to participate in all Tamarack Camps activities, including all activities and trips not on camp property. I hereby agree to release, indemnify, defend (including the payment of actual attorneys' fees and costs of a judgment/settlement) and hold harmless Tamarack Camps,

officers, directors, agents and employees, from any and all liability for damage, injury, death or illness to and/or caused by my camper or his/her property that directly or indirectly relate to Tamarack Camps, whether on or off camp property.

**Travel:** TLV Costa Rica Adventure requires international travel, I hereby authorize my camper's participation.

**Arbitration:** The undersigned's exclusive method for resolving disputes hereunder shall be by arbitration in accordance with the Rules of American Arbitration Association (the "AAA") before 1 arbitrator designated by the AAA. The determination of the arbitrator shall be binding and final upon all parties. The award of the arbitrator may be filed with the Clerk of the Circuit Court for Oakland County, Michigan and judgment may be rendered by the court upon the arbitration award and execution may be issued upon the judgment. The exclusive venue and jurisdiction for any arbitration shall be in Oakland County, Michigan. Notwithstanding anything to the contrary, the liability of Tamarack Camps shall be limited to the program fee. All claims by the undersigned will be extinguished if not brought within 180 days following the incident giving rise to such dispute. The prevailing party in any dispute between the parties will be entitled to its costs and expenses including attorney fees, arbitration costs and all other costs associated with such action. Any claim by the undersigned, including but not limited to any claim for damages, amounts due, or for any other cause shall be brought in the undersigned's individual capacity as specified herein, and not as a plaintiff or class member in any purported class or representative proceeding.

**Medical authority:** In the event of an emergency, Tamarack Camps and/or medical staff has authority to act on my behalf according to its best judgment. I understand that I am responsible for all costs relating to medical treatment of my camper. I understand that my child(ren) must have health insurance in order to attend a Tamarack Camps summer program.

**Potential cancellation or delay:** In the event that Tamarack Camps is unable to open or is forced to begin late or close early due to circumstances beyond Camp's control, including but not limited to weather, floods, utility failures, inaccessibility, communicable disease,

civil unrest, governmental order or other such reason, or in the event Camp decides to close Camp for health and safety reasons, Tamarack Camps shall not be responsible for any costs, losses or other damages beyond a refund or credit applied to future years of tuition or a proportionate share thereof in the event of a partial shutdown, minus any non-recoverable expenses and administrative costs spent in performance of this agreement. Refunds may be paid in up to six monthly installments.

**Authorization of camper information:** My camper's name, address, phone number, photograph, drawings, crafts, statements, video content, voice recordings, and/or image may be used by Tamarack Camps and partner agencies of the Jewish Federation of Detroit, including camper directories emailed at the end of the summer. A camper's contact information is automatically included in the directory, unless otherwise requested, in writing, by camper's parent/guardian.

**Code of conduct:** My camper agrees to the following "CODE OF CONDUCT" while at Tamarack Camps, which includes, but is not limited to the following: no drugs, alcohol or smoking; no food may be brought into Tamarack Camps; no knives or weapons; no bullying, swearing or stealing (on or off camp property); no destruction of camp, staff or other camper's property; no inappropriate or sexual behavior; no inappropriate clothing; and no negative influence toward others and/or within the camp environment. Before the commencement of your child's summer program, the full code of conduct must be signed (available in CampBrain).

Please make sure you have read the above TERMS & CONDITIONS and acknowledge that it is your responsibility to be familiar with all registration materials, policies, guidelines, and details provided by Tamarack Camps. Please review and discuss the above TERMS & CONDITIONS, including "RULES OF BEHAVIOR," with your Camper and voluntarily agree to be bound hereby.