

## Terms & Conditions:

I, understand, acknowledge and agree as follows:

1. All camp fees are due in full when submitting an application. Once a family is registered, \$100 of the fee is non-refundable. There will be no refund for cancellations made less than four weeks prior to the scheduled weekend.
2. Applications and payments do not guarantee an Alumni is registered for the program applied for. If we are unable to register an Alumni, a full refund of the payment will be provided.
3. 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.
4. The camping experience involves activities that come with certain risks and uncertainties including, but not limited to, horseback riding, ropes course, rafting, biking, climbing, balancing, exercising, running, lifting, bending, zipline, swimming, diving, land sports, boating, bus trips, weather conditions, plants, insects, team activities and rugged terrain. I assume these risks and agree to participate in all Tamarack Camps activities. 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. 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.
5. My family's name, address, phone number, email, 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 Metropolitan Detroit.

I have read the above TERMS & CONDITIONS and acknowledge that it is my responsibility to be familiar with all registration materials, policies, guidelines and details provided by Tamarack Camps. I have read the above TERMS & CONDITIONS and acknowledge that it is my responsibility to be familiar with all registration materials, policies, guidelines and details provided by Tamarack Camps. I have reviewed and discussed the above TERMS & CONDITIONS, including "RULES OF BEHAVIOR," with my family and voluntarily agree to be bound hereby. The below signature submitted shall serve as a legally binding acceptance to the terms and conditions as stated herein.