

## Terms and Conditions

This document makes up our terms and conditions ("Agreement"). This Agreement is a legally binding contract between the parents/guardians of a camper ("you" or "your") and Ability Sports Camp of Chicago, LLC, an Illinois limited liability company ("Ability Sports Camp"). Please read this Agreement carefully. By signing your child/ward up for Ability Sports Camp programs or sessions, you are accepting, and agreeing to be bound by, this Agreement. Your child's/ward's participation in Ability Sports Camp programs or sessions is conditioned on your agreement to the following:

1. **Consent Required.** You confirm your understanding that enrolling your child/ward for Ability Sports Camp's programs or sessions means you have read, understood, and agreed to this Agreement.
2. **Permission.** The information provided to Ability Sports Camp is correct and complete as far as you know, and your child/ward has permission to engage in all camp activities provided by Ability Sports Camp.
3. **Assumption of Risks.** You understand that your child/ward, may be exposed to dangers and hazards, including but not limited to: (i) active outdoor play activities (such as playing basketball, flag football, kickball, softball, tee ball, capture the flag, soccer, volleyball, frisbee, obstacle and relay courses with other children and Ability Sports Camp staff and (ii) related objects such as sporting equipment, play equipment, monkey bars, slides, hills, inflatables, and play objects and equipment with wheels. You know, understand, and appreciate these dangers, hazards and other risks that are inherent in the Ability Sports Camp program and hereby assert that your child's/ward's participation is voluntary and you knowingly assume all such risks.
4. **Waiver and Release.** Knowing and having been informed of the potential dangers and risks associated with participating in Ability Sports Camp and in consideration of your child/ward being allowed to participate in Ability Sports Camp, you hereby agree on behalf of yourself, your family members and your child/ward to assume all such risks and, further, to waive, release, discharge and hold harmless any Ability Sports Camp chosen facility, the Camp Director, Ability Sports Camp and their respective employees, agents, representatives, first responders and volunteers from any and all liability, actions, causes of actions, claims or demands for personal injury, death or property damage of any kind or nature, and any other claims whatsoever arising out of, or in any way connected with, your child's/ward's participating in Ability Sports Camp. This release includes a release of known and unknown claims and a release for the negligence of Ability Sports Camp and their respective employees, agents, representatives, first responders and volunteers, whether or not active or passive. You further waive any and all claims and release Ability Sports Camp from liability for damage or loss incurred or as a result of the actions or omissions of any third party while participating in the programs, events, activities, camp, communication or registration process of Ability Sports Camp. You waive any and all causes of action in connection with the above, whether based in contract, tort or otherwise, to the extent allowed by applicable law. You understand that this is a license-exempt child care center and is not regulated by the Department of Children and Family Services. This Agreement shall serve as an assumption of risk, release and waiver for yourself, your family, your child/ward and heirs, executors, administrators, guardians or anyone else who might assert a claim on your or your child's/ward's behalf. In support of this "Waiver and Release" section of this Agreement, you will review and contemporaneously agree to the Liability Waiver provided by Ability Sports Camp.
5. **First Aid Acknowledgement and Approval.** You hereby consent to permit all staff working at Ability Sports Camp to provide emergency first-aid or medical treatment for your child/ward, according to their best judgment, in the event he/she suffers an injury or illness while participating in camp activities or on camp premises. You also understand that your primary health insurance is to be the only insurance responsible for any accidents or potential claims that occur at Ability Sports Camp and that Ability Sports Camp and all employees and affiliates are in no way responsible for any injury or for payment via insurance for any injury or other issues your child/ward may come across. In support of this "First Aid Acknowledgement and Approval" section of this Agreement, you will review and contemporaneously agree to the Parental Consent and Authorization for Medical Treatment Form provided by Ability Sports Camp.
6. **Indemnification, Hold Harmless and Defense.** You agree to indemnify, hold harmless and defend Ability Sports Camp against any and all claims to which this Agreement may apply, including claims on behalf of any participating child/ward. You also promise to indemnify, hold harmless and defend Ability Sports Camp against any and all claims for your or your child's/ward's own negligence, and any other claim arising from your or your child's/ward's conduct during Ability Sports Camp activities, events, and programs. In accordance with these promises, you will reimburse Ability Sports Camp for any damages, reasonable settlements and defense costs, including attorney's fees, that Ability Sports Camp may incur because of any such claims made against Ability Sports Camp.
7. **Photography Release.** You hereby consent to taking photographs, movies or videotapes of your child/ward by Ability Sports Camp or its designated representatives. You also grant the right to edit, use and reuse said

products for any and all educational and public services, advertising or marketing efforts, and release any and all rights, title and interest you or your child/ward may have in said photographs, movies, videos, finished pictures, reproductions, copies or negatives of the same in connection with such uses. In support of this "Photography Release" section of this Agreement, you will review and contemporaneously agree to the Photography Release provided by Ability Sports Camp.

8. **Dismissal.** Ability Sports Camp reserves the right, at the sole discretion of the Camp Director, to dismiss a child whose conduct or influence is disruptive, uncooperative, etc., or in the opinion of the Camp Director, contrary to the best interests of the session or program, among which is unauthorized leaving of the grounds. In all of the aforementioned cases, there will be no refund of any part of the program fee.
9. **Personal Possessions.** Ability Sports Camp, its officers, directors, and employees shall not be responsible for clothing, jewelry, cell phones, or other personal possessions that are lost, stolen or damaged.
10. **Payment.** Payment must be received prior to the camp session. Payment can be through electronic payment via website.
11. **Cancellation Policy.** Ability Sports Camp may cancel camp sessions due to low enrollment. Typically, you will receive notice of cancelation at least 12 days prior to the beginning of the camp session. Refunds for payments made by credit card will generally be refunded to the same credit card used to pay for enrollment. Refunds for payments made by check or cash will be refunded by check. All refunds due to camp session cancelation will be made within 30 days of the notification to withdrawal.
12. **Acknowledgement of Understanding.** You have read this Agreement, fully understand its terms, and understand that you are giving up substantial rights, including the right to sue. You agree to this Agreement freely and voluntarily. You acknowledge and intend this Agreement to be a complete and unconditional release of all liability to the greatest extent allowed by law. If any portion of this Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force. This Agreement shall be governed by and construed in accordance with the laws of Illinois without regard to its conflict of law rules.