

Camp Shining Stars

"Where Winners Lose!"

2011 Schedule and Rates

Number of Weeks	Dates	2011 Camp Tuition
3	June 26 th thru July 16 th	\$3250
3	July 17 th thru August 6 th	\$3250
6	June 26 th thru August 6 th	\$5950

Fees Include:

- All Trips
- Special Events
- Canteen
- Laundry
- T-Shirt
- Back Pack
- Water Bottle
- Nutrition Manual CD
- Airport Transportation on Specific dates

For your convenience, this form can be filled out electronically. Please fill out form, print, sign and email to ira@campshiningstars.org or send to address below. Thank you.

Click www.paypal.com to safely submit a Credit Card payment through Paypal.

Or make check payable to:

Camp Shining Stars or The Healthy Children Foundation
8420 NC Highway 751
Durham, NC 27713

Camp Shining Stars

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Parent Information

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

HOME: _____ CELL# _____

OFFICE: _____ FAX: _____

E-MAIL: _____

BRIEFLY DESCRIBE YOUR CHILD; YOUR EXPECTATIONS; YOUR CONCERNS; MEDICAL OR PHYSICAL CONDITIONS ABOUT WHICH YOU WOULD LIKE US TO BE AWARE, AND ANY OTHER ITEMS PERTAINING TO YOUR CHILD: _____

Camper Information

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

DATE OF BIRTH: _____

GRADE IN SEPTEMBER, 2011: _____

CAMPER'S EMAIL: _____

PLEASE HAVE CAMPER WRITE THEIR EXPECTATIONS AND/OR GOALS:

Camp Shining Stars

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TERMS AND CONDITIONS

This document is a contract entered into and agreed upon between Healthy Children Foundation d/b/a/ Camp Shining Stars (“the Camp”) and the undersigned parent/guardian of the camper identified above (“parent/guardian”). As used in this agreement, the term “Camp” shall additionally include the Camp’s officers, directors, and employees (including the Camp’s staff). Parent/guardian, for and in consideration of the agreement on behalf of the Camp to accept the camper(s) identified above (“the camper”) for the Camp sessions referenced above, hereby agrees to all of the terms and conditions stated below.

1. Parent/guardian understands and agrees that summer camp is seasonal in nature, that some staffing and materials commitments are made early by the Camp in preparation for the season, while others are made and become increasingly solidified as the date for the opening session of camp approaches. Accordingly, a camper’s withdrawal from camp at a time close in proximity or subsequent to the commencement of camp will result in a significant revenue loss to the Camp that is irreplaceable. Parent/guardian agrees to pay Camp a deposit of \$500.00 at the time of submission of the camper’s application. In the event that parent/guardian cancels this agreement on or before April 15th, 2011, the camp will refund all tuition paid on the part of the camper. The balance of all-total tuition owing is due and payable by parent/guardian on or before May 1, 2011. After May 1, 2011 the Camp’s staffing and materials commitments have been largely determined and made. Therefore, if parent/guardian cancels this agreement between May 1 and June 1, 2011, Camp will refund parent/guardian fifty percent (50%) of the deposit of all tuition paid by through that date. The Camp will refund no portion of the deposit or other tuition paid by parent/guardian in the event of cancellation of this agreement or withdrawal of the camper after June 1, 2011. Additionally, there will be no allowance or refund for late arrival or early departure, or in the event of the camper’s discharge from the Camp. In the sole discretion of the Camp Director, in the event of the camper’s inability to attend or complete a camp session due to accident, illness, or an unusual personal or family situation, the Camp Director may permit all or a portion of the unused camper’s tuition to be applied toward a subsequent session of camp, either during the same summer or the following summer.

2. The tuition stated above provides lodging, food, and program activities for the camper during the session(s) of camp for which the camper has registered. This tuition does not include airport pick up or return, optional field trips, or purchases made at the option of the camper. Additionally, although the Camp through its program emphasizes self esteem issues and healthy lifestyle changes, parent/guardian understands and agrees that the Camp makes no representation to the camper or to parent/guardian that the Camp will be successful in its efforts with the camper or that any specific amount of weight loss will be achieved or maintained by the camper.

3. Parent/guardian hereby grants permission for the camper to participate in any activity or trip organized by the Camp staff either on off Camp grounds, including but not limited to swimming, basketball, volleyball, hiking, amusement/water parks, social dances, and others. Parent/guardian hereby assumes the inherent risk of such activities and agrees to hold the Camp, Barton College and harmless in the event of death, accident, injuries, or illness that may result from a Camp activity.

4. Parent/guardian agrees to allow the Camp to use for research, or for the Camp’s own publicity, marketing, or advertising purposes, any photographs, video clips, audio clips, statements, or letters of or relating to the camper or of the parent/guardian in any media relating to the Camp, including but not limited to radio or television programs, promotional advertisements or videos, and brochures. Parent/guardian further understands and agrees that the Camp’s use of the above will be without the payment of any additional compensation to parent/guardian or camper and may include disclosure by the Camp of camper’s name and/or weight loss experience while attending Camp.

5. The Camp in no respect conducts any background searches on or screens camper applicants either prior or subsequent to their enrollment at the Camp. The Camp is not responsible for the loss or theft of or any damage to any of camper’s baggage, clothing, laundry, medication, electrical devices,

Camp Shining Stars

“Where Winners Lose!”

mail, cameras, sporting goods, packages, or any other items of personal property the enrolled camper brings to Camp, whether such, loss, theft, or damage occurs for reasons outside of the Camp's control or as the result of any actions, omissions, negligence, or other conduct on the part of the Camp, other campers, or third-parties.

6. The Camper and camper's parent/guardian agree to abide by the rules and regulations established by the Camp Director for the health, safety and welfare of the Camp, other campers, or the Camp's staff. Conduct on the part of the camper which, in the sole discretion of the Camp Director, is determined to be inimical to the best interest of the Camp, other campers, or the Camp's staff, may, in the sole discretion of the Camp Director, result in the camper being immediately and summarily discharged from the Camp without benefit or refund of any portion of the camper's tuition. Such offensive conduct includes but is not limited to: leaving the grounds on which the camp is located unless accompanied by the Camp Director or other member of the Camp's staff; the camper's use or possession of alcohol, cigarettes, unlawful drugs, or medications for which the camper does not have a valid prescription; possession or use of any items capable of being used as weapons; engaging in intentionally violent conduct or horseplay; injuring or attempting to injure another camper or member of the Camp's staff; teasing or the communication of any threats; engaging in inappropriate or unwanted sexual or intimate behavior; use of profanity; demonstration of poor hygiene; refusing to participate in camp activities; engaging in conduct or dialogue offensive to other campers or the Camp's staff or that generally regarded to be in poor taste; harassment, sexual or otherwise, directed toward any fellow camper or toward any member of the Camp's staff; the camper's possession or consumption of food items not supplied by the Camp; failure to comply with camp rules; or displaying behavior or an attitude that prevents or inhibits other campers from receiving the full value of the Camp's program.

7. Within twelve (12) hours of receiving notice, either oral or in writing, that the camper has been discharged, the parent/guardian agrees to personally travel to and pick up the camper from the Camp. In the event that parent/guardian fails to personally pick up camper from the Camp within this twelve (12) hour period, the Camp shall be entitled, in the Camp Director's sole discretion, to: (1) provide a personal escort of camper to camper's residence, in which case parent/guardian agrees to reimburse the Camp for all transportation, food, and lodging expenses incurred on behalf of both the camper and the escort provided by the Camp; (2) deliver the Camper to the custody of local social services officials; or (3) retain the camper in isolation, without participating in any Camp program activities, while awaiting the arrival of parent/guardian.

8. The parent/guardian agrees to pay the full cost of replacement or repair of any property broken, damaged, or removed or retained unlawfully by the camper that belongs to the Camp, Barton College, or any Camp staff member, fellow camper, visitor, or other person.

9. The parent/guardian understands and agrees that the Camp's primary mission is to assist campers in the attainment of personal esteem, acquire healthy lifestyles, and to achieve their weight loss goals, and in this regard, they grant permission to the Camp and its officers and staff to, without the camper's prior knowledge, notice, or permission, and outside of the camper's presence, search the camper's room, personal belongings, mail, and packages received from outside of the Camp and to confiscate food items, contraband, and items that are dangerous or that could be used as weapons.

10. The parent/guardian hereby gives permission to the physician or hospital selected by the Camp to hospitalize, secure proper diagnostic tests and treatment for, and to order injection, anesthesia, medicine, X-ray, surgery or any other medical treatment for the camper and agree to promptly pay for or reimburse the Camp for any such medical expenses incurred on camper's behalf.

11. This application and accompany release must be signed below and dated and returned by the camper's parent or guardian regardless of whether or not enrollment is received by mail, on-line, or phone.

12. BINDING AND COMPULSARY ARBITRATION: The parent/guardian and Camp hereby agree that all controversies, disputes, and claims for damages arising out of this agreement, camper's enrollment in, participation in, or dismissal from Camp Shining Stars, or out of any activities engaged in

Camp Shining Stars

“Where Winners Lose!”

by camper while enrolled at Camp Shining Stars, must be submitted for binding and compulsory arbitration in accordance with the rules of the American Arbitration Association. The submission must be made to the office of the American Arbitration Association then closest in proximity to Durham, North Carolina. The venue for any such arbitration hearing or proceeding will be Durham, North Carolina, which is fair and reasonable in light of the fact that Durham, North Carolina, is the location at which Camp Shining Stars corporate office is based. Either party in any court of competent jurisdiction may enforce any arbitration award or judgment entered. The arbitrator shall have the same powers as a judge to award damages and to grant any other non-equitable relief that a litigant could obtain through a lawsuit. The decision of the arbitrator is final and binding on all parties.

13. The parent/guardian and Camp agree that this instrument contains the entire agreement and understanding between the parties, and that no person is authorized to make any oral modifications to the terms and conditions stated herein. To be valid, any additions or modifications to this agreement must be by written instrument executed in accordance with the same formalities as this agreement.

14. This agreement shall be interpreted and enforced in accordance with the laws of the State of North Carolina.

15. If any paragraph or clause contained in this agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any paragraph or clause not expressly determined to be invalid or enforceable.

The parent/guardian and Camp hereby agree to all of the terms and conditions stated above.

PARENT OR GUARIAN SIGNATURE

DATE

Healthy Children Foundation d/b/a Camp Shining Stars.

By: _____

CAMP DIRECTOR

DATE