



TERMS & CONDITIONS

This agreement ("Agreement") is made on the _____ day of _____, 2020, between Camp Sol Spain LLC, a Connecticut limited liability company ("Camp Sol") and _____ ("Client"), the parent or legal guardian of _____ ("Student").

This Agreement states the terms and conditions of the Client's engagement of Camp Sol to chaperone the Student in connection with the Student's participation in a Spanish language immersion program (the "Program") provided by a language school in San Sebastian, Spain.

1. **Authority to Make Agreement.** Client represents that he or she is authorized to make this Agreement on behalf of him or herself and the Student; and Client further represents that Student is under eighteen (18) years of age and will be under eighteen years of age for the duration of the Program.
2. **Schedule and Fees.** The Student will be participating in the Program on the dates specified on Schedule I to this Agreement ("Schedule and Fees"). Client agrees to pay the deposit and the balance of the fee as stated on Schedule I.
3. **Certain Refunds.** Client understands that the deposit is not refundable. The balance of the fee is refundable if Client notifies Camp Sol at least sixty (60) days in advance of the Start Date as stated on Schedule I; but if notice of cancellation is received fewer than 60 days of the Start Date, the fee paid is non-refundable, irrespective of the reason for cancellation. (Client is advised to obtain trip cancellation insurance.)
4. **Code of Conduct.** The Student is required to abide by the Code of Conduct attached to this Agreement as Schedule II. The Client represents to Camp Sol that Client has read and understands the Code of Conduct, and that Client has reviewed the Code of Conduct thoroughly with the Student. Client has no reason to believe that Student will be unable or unwilling to abide by the Code of Conduct.
5. **Withdrawal.** Camp Sol reserves the right in its discretion to cancel Student's enrollment in the Program (and to expel the Student from the Program if the Program has already commenced) if the Student fails to abide by the Code of Conduct or if Camp Sol deems such cancellation/expulsion to be in the best interests of the Program or the Student. Client may withdraw a Student at any time. Student's removal or withdrawal from the Program, for any reason, and whether initiated by Camp Sol or by Client (or



Student) is referred to in this paragraph as a “Withdrawal.” If Withdrawal occurs prior to the Start Date (as stated on Schedule I), the portion of the fee paid as of the date of Withdrawal will be refunded, less any non-refundable expenses or costs incurred prior to the date of Withdrawal. (But the Deposit is not refundable under any circumstances.) If Withdrawal occurs during travel to Spain or after the Start Date of the Program, Camp Sol will refund the amount, if any, refunded to Camp Sol by the Program, less all costs incurred by Camp Sol as a result of or in connection with the Withdrawal. (Client acknowledges that, under most circumstances, Camp Sol will not receive any refund from the administrator of the Program after the Start Date, and that in any case, Camp Sol’s right to receive a refund is subject to the rules of the Program administrator.) If the costs incurred by Camp Sol exceed the amount of any refund granted by the Program, Client agrees to pay such costs directly, or to reimburse Camp Sol for such costs. Camp Sol may, but shall not be obligated to, advance any monies needed for expenses in connection with a Student’s Withdrawal.

6. **Camp Sol’s Responsibilities.** Camp Sol’s owner, Dr. Marta Alfaro, along with additional Camp Sol personnel, will chaperone the Student during travel to and from the facility where the Program is offered, for those Students who choose the chaperoned travel option (see Schedule and Fees). For all Students, Dr. Alfaro will remain in San Sebastian for the duration of the Program, and she or another representative of Camp Sol will be generally be available at all times to address any concerns or problems brought to Camp Sol’s attention by the Student, the Client, or the Program administrator. Student and Client will be provided with emergency and non-emergency contact information.
7. **Emergencies; Medical Care.** Client accepts responsibility for disclosing all pertinent medical information to Camp Sol. Camp Sol will attempt to contact Client if Camp Sol deems it necessary or advisable to do so, including in any case involving an accident or illness that requires medical care. **In the event Client cannot be reached in an emergency, Client hereby gives permission to Camp Sol to transport Student to a hospital or other care facility and to secure proper treatment for the Student, including, without limitation, hospitalization, injections, medications, anesthesia and/or surgery.** Client agrees to assume all costs of medical care that are not covered by insurance. In no event, nor under any circumstances, will Camp Sol be liable for failures of communication due to causes outside of its control, such as, but not limited to, power failures, extreme weather, wars, strikes, etc. In no event will Camp Sol be liable for any medical treatment provided or other actions taken in any emergency situation, or in instance in which Camp Sol has made reasonable efforts under the circumstances to contact Client and has been unable to do so.
8. **Assumption of Risk.** Camp Sol will use its best efforts to keep the Student safe from harm of any kind, but Client understands that harm may occur nevertheless. Client knowingly and willing assumes all risks, both known and unknown, arising from or related to Student’s participation in the Program (including attending classes, residing and dining at the Program’s facilities, and participating in activities



and excursions that are offered as part of the Program) and Student's traveling to and from Spain and being situated in Spain for the duration of the Program; and Client fully assumes responsibility for determining the Student's suitability to participate in the Program.

9. Release and Waiver of Liability. Client, on his or her own behalf and on behalf of Student, and for their respective heirs, assigns, personal representatives and next of kin, HEREBY RELEASES, INDEMNIFIES, AND HOLDS HARMLESS Camp Sol and its owners, managers, employees, independent contractors, agents, volunteers, and representatives (collectively the "Releasees"), FROM AND WITH RESPECT TO ANY AND ALL ACTIONS, CLAIMS, DAMAGES, HARM, INJURY, DISABILITY, DEATH, or any other loss or damage to person or property, that Student sustains, unless any such harm is caused by the gross negligence or willful misconduct of Camp Sol personnel. Client acknowledges that Camp Sol is not responsible or liable for any act or omission of the Program personnel or for any other claim related to the Program or the Student's participation in the Program. Client further acknowledges that this Release and Waiver of Liability is intended to be as broad and inclusive as permitted by the laws of the State of Connecticut, and that this release shall be governed by and interpreted in accordance with the laws of the State of Connecticut. In the event any clause or provision of this Release and Waiver of Liability is held to be invalid by any court of competent jurisdiction, such clause or provision shall be modified to the extent necessary to render it valid and enforceable; and the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release and Waiver of Liability which shall continue to be enforceable.

10. Transportation in Private or Hired Vehicles. Without limiting the generality of the foregoing, Client acknowledges that Student may be transported in private vehicles during Student's stay in Spain. Private drivers, which may include Camp Sol personnel, Program administrators or teachers, or hired drivers, may be used to transport students to and from the activities and excursions, as well as in connection with travel to and from the Program location. Camp Sol will not be liable for the operation of any private vehicle.

11. Use of Photographs. Client hereby grants to Camp Sol and to the Program administrator permission to reproduce and publish any photograph, video, audio recording or likeness of Student for use in brochures, on websites and other publications to promote Camp Sol and the Program, as a component of Camp Sol's or the Program's records, or for any other lawful purpose. Client understands that personal information, such as the Student's full name or address, will never be published. Client waives any right to inspect or approve the photographs that may be used now or in the future, and Client waives any right to royalties or other compensation arising from or related to the use of the photographs.



12. Notices. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed facsimile or electronic mail, (c) five (5) days after having been sent by registered or certified U.S. mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized courier, with written verification of receipt. All communications shall be sent to the parties at the addresses provided below:

If to Camp Sol Spain: Camp Sol Spain LLC

Ridgefield, CT

E mail:

If to Client: The address provided on the signature page

13. General Provisions. (a) Benefit. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, representatives, successors, assignees, and beneficiaries in interest. (b) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. (c) Entire Agreement. This Agreement, including the attached schedules, represents the entire understanding of the parties; and no additional provision or document of any kind shall be included in or form a part of this Agreement unless subsequently signed by the party to be charged. This Agreement expressly supersedes the terms described in any correspondence or communication exchanged by parties or in any brochures, slide shows, flyers or other advertising or marketing materials published by Camp Sol. (d) Counterparts; Facsimile Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document. This Agreement may be executed by facsimile signatures. (e) Severability. If any term of provision of this Agreement is determined to be illegal, unenforceable or invalid in whole or in part, for any reason, such illegal, unenforceable or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section 13(e), then such stricken provision shall be replaced, to extent possible, with a legal, enforceable and valid provision that is as similar in meaning to the stricken provision as is legally possible. (f) No Waiver. No waiver of any provision or consent to any action shall constitute a waiver of any other provision or consent to any other action, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit a party to provide a waiver in the future, except to the extent specifically set forth in writing.



The parties have signed this Agreement as of the date written above:

CLIENT

CAMP SOL SPAIN LLC

By _____

Dr. Marta Alfaro

Client Name and Address:

Email address: _____

Student's Name and Date of Birth: _____

Client's Relationship to Student: _____



**SCHEDULE I
TIME TABLE AND FEES**

Start Date of Program: _____ End Date of Program: _____

For Students choosing chaperoned travel with Camp Sol:

Departure Date: _____ Date of Return to USA: _____

Option A:

Fee for Program and Round-Trip, Chaperoned Travel: _____

Non Refundable Deposit Amount:

Option B:

Fee for Program (not including travel): _____

Non Refundable Deposit Amount:

For Option A and Option B:

Date Deposit is due: _____ Date Fee Balance is due: _____

Fee is non refundable unless notice of cancellation is received at least sixty (60) days prior to the Start Date

For Option A and B:

Program Fees include the cost of medical insurance while participating in the Program.



SCHEDULE II CODE OF CONDUCT

1. Student shall at all times to be respectful and honest to Camp Sol, to other students, and Program staff.
2. Student understands that Camp Sol has a **zero-tolerance** policy with respect to bullying of any kind, including physical, verbal, emotional, psychological and cyber bullying. **Students who engage in bullying behavior will be expelled.**
3. Student understands that Camp Sol has a **zero-tolerance policy** with respect to the use or possession of illegal drugs, alcohol, fire arms or other weapons. **Any Student who is in possession of or under the influence of illegal drugs or alcohol, or who is in possession of a weapon, will be expelled.**
4. Student will abide by all rules of the Program administrator, whether in the classroom on excursions or on the facilities on the Program campus. Student will be charged for the replacement of any damage to property caused by Student, even if unintentional.
5. Camp Sol will not be responsible for the loss or theft of Student's personal property. Camp Sol will provide a safe for safe keeping of Student's pocket money.