

SUMMER CAMP PARTICIPATION AGREEMENT

1. INTRODUCTION

This Summer Camp Participation Agreement (the "**Agreement**") is entered into on the date indicated below by and between ACT Summer Camp (hereinafter referred to as the "**Camp**") and the participant named below (hereinafter referred to as the "**Camper**") and the Camper's parent or legal guardian (hereinafter referred to as the "**Guardian**"). This Agreement outlines the terms and conditions under which the Camper may attend and participate in the activities offered by the Camp for the summer season 2026. The purpose of this document is to ensure a clear understanding of the rights and responsibilities of both the Camp and the Campers, as well as their Guardians, as applicable. By signing this Agreement, all parties agree to abide by the terms outlined herein.

2. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

- 2.1 "**Camp**" means *A.C.T. Summer Theatre Camp* and its staff, volunteers, administrators, and representatives.
- 2.2 "**Camper**" means any individual who is registered for and attends the Camp.
- 2.3 "**Guardian**" means an adult who has the legal authority to provide consent and make decisions on behalf of a Camper who is a minor.
- 2.4 "**Activities**" means all planned events, programs, and experiences that take place during the Camp.

3. REGISTRATION AND FEES

3.1 Registration Process

To register for the Camp, the Camper or Guardian must complete the following steps:

- a) Submit a fully completed registration form by June 1st, 2026 for the first session or July 6th for the second session
- b) Provide all required documentation, including but not limited to medical history information, emergency contact information, and signed release form. (This document)
- c) Pay all applicable registration fees as outlined in Section 3.2.

Registration is not confirmed until all required documentation has been received and fees have been processed. The Camp reserves the right to refuse registration at its sole discretion.

3.2 Fees and Payments

Registration Fee: \$150.00, due at the time of registration.

3.3 Refund Policy

Refunds may be granted under the following circumstances:

- a) Withdrawal requested **more than 14 days** before camp start date: full refund less \$10 administrative fee.
- b) Withdrawal requested **7 to 14 days** before camp start date: 50% refund of total fees paid.
- c) Withdrawal requested **less than 7 days** before camp start date: no refund.
- d) Medical emergencies: prorated refund with valid documentation from a licensed physician.

Refund requests must be submitted in writing to Kristal Eckhardt, ACT Studio Theatre President. The Camp, at its sole discretion, may grant exceptions to this policy under extraordinary circumstances.

4. HEALTH AND SAFETY

4.1 Medical Information

The Camper or Guardian must provide complete and accurate medical information, including:

- a) Documentation of all allergies, dietary restrictions, and physical limitations;
- b) A list of all medications the Camper is currently taking; and
- c) An emergency contact who can be reached at all times during the Camp.

Failure to disclose relevant medical information may result in the Camper's dismissal from the Camp without refund. The Camp must be immediately notified of any changes to the Camper's medical condition that occur after the submission of the initial medical history information.

4.2 Health Standards

The Camp maintains the following health and safety protocols:

- a) All Campers must be free from communicable diseases to participate in Camp Activities.
- b) The Camp reserves the right to refuse admission to any Camper who shows signs of illness.
- c) Campers who become ill during the Camp may be required to leave until they are deemed well by a licensed physician.
- d) The Camp will maintain a clean and sanitary environment in accordance with local health regulations.

4.3 Emergency Procedures

In the event of an emergency, the Camp will follow these procedures:

- a) Provide immediate first aid or medical attention as necessary;
- b) Contact emergency services if the situation warrants;
- c) Notify the Camper's emergency contacts as soon as reasonably possible;
- d) Transport the Camper to the nearest appropriate medical facility if necessary; and
- e) Maintain communication with the Guardian regarding the Camper's condition and treatment.

By signing this Agreement, the Guardian authorizes the Camp to obtain emergency medical treatment for the Camper if deemed necessary and Guardian agrees to bear any costs associated with such treatment that are not covered by the Guardians' insurance.

5. CODE OF CONDUCT

5.1 Behavior Expectations

All Campers are expected to:

- a) Treat fellow Campers, staff, and volunteers with respect and courtesy;
- b) Follow all Camp rules and guidelines as communicated by Camp staff;
- c) Participate in scheduled activities to the best of their ability;
- d) Respect Camp property and the property of others;
- e) Use appropriate language and behavior at all times; and
- f) Adhere to all safety instructions and protocols.

5.2 Disciplinary Actions

Violations of the Camp's code of conduct may result in the following disciplinary actions:

- a) Verbal warning;
- b) Temporary removal from specific activities;
- c) Conference with Camp director and/or Guardian;
- d) Behavioral contract; and/or
- e) Dismissal from Camp without refund in cases of serious or repeated violations.

The Camp reserves the right to determine the appropriate disciplinary action based on the nature and severity of the violation. Appeals of disciplinary decisions must be submitted in writing to the Camp director within 24 hours of the action.

5.3 Zero Tolerance Policies

The Camp maintains a zero-tolerance policy for the following behaviors, which may result in immediate dismissal without refund:

- a) Bullying, harassment, or intimidation in any form;
- b) Physical violence or threats of violence;
- c) Possession or use of alcohol, tobacco, illegal drugs, or weapons of any kind;
- d) Theft or intentional destruction of property; and
- e) Leaving Camp premises without proper authorization.

The Camp director has final authority regarding dismissal decisions.

6. LIABILITY WAIVER

6.1 Assumption of Risk

The Camper and Guardian acknowledge that participation in Camp Activities involves inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. These risks may range from minor injuries to catastrophic injuries, including but not limited to: scrapes, bruises, cuts, broken bones, concussions, heat-related injuries, allergic reactions, illness, permanent disability, and death. The Camper and Guardian hereby freely and voluntarily assume all such risks, both known and unknown, even if arising from the negligence of others, and assume full responsibility for the Camper's participation in Camp Activities.

6.2 Liability Release

In consideration for the Camper's participation in the Camp, the Camper and Guardian hereby release, waive, discharge, and covenant not to sue the Camp, its owners, directors, officers, employees, volunteers, agents, and affiliates (collectively, the "Releasees") from all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by the Camper, or to any property belonging to the Camper, while participating in Camp Activities or while on Camp premises, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise, to the fullest extent permitted by law.

7. PHOTOGRAPHY AND MEDIA RELEASE - Consent to Use

The Camper and Guardian hereby grant to the Camp the irrevocable right and permission to use photographs, video recordings, audio recordings, and other media of the Camper taken during Camp Activities ("Media") for promotional, educational, and other lawful purposes. This includes, but is not limited to, the right to publish, reproduce, distribute, display, and transmit the Media in printed publications, on websites, in social media, and in other formats now known or later developed. The Camper and Guardian waive the right to inspect or approve the finished product and acknowledge that they will not receive compensation of any type for the use of the Media.

If you do not wish to grant this permission, please check here: [] and submit a written request to Kristal Eckhardt.

8. MISCELLANEOUS PROVISIONS

8.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice of law or conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the federal courts of the United States or the courts of the State of Florida, in each case located in the City of Stuart and County of Martin.

8.2 Amendments

This Agreement may be amended only by a written instrument executed by both the Camp and the Guardian. The Camp reserves the right to modify its policies and procedures at any time, provided that written notice of such modifications is given to the Guardian within a reasonable time.

8.3 Severability

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

9. ACKNOWLEDGMENT

By signing below, the Camper and Guardian acknowledge that they have read this Agreement, understand its terms, and agree to be bound by its provisions. They further acknowledge that they have had the opportunity to ask questions about any aspect of this Agreement that they do not fully understand.

GUARDIAN SIGNATURE

Signature: _____

Name (Printed): _____

Relationship to Camper: _____

Date: _____

CAMP DIRECTOR SIGNATURE

Signature: _____

Name (Printed): _____

Title: _____

Date: _____