

## **2021 CAMPER APPLICATION TERMS & CONDITIONS**

Please ensure you have carefully read all enrolment agreement items below, including our procedures for cancellation and refunds.

### **MEDICAL INSURANCE & FEES**

Medical Insurance, that includes Covid-19 coverage is mandatory for all campers attending our camps or canoe trips who are resident outside of the Province of Ontario. Medical coverage should include GP and outpatient care (which is usually outside the scope of most standard travel insurance policies). Canadian residents who reside OUTSIDE the province of Ontario should also check with their Provincial or Territorial Health provider that they are covered whilst in Ontario; if in any doubt it is highly recommended that Private Medical Insurance is purchased whilst your child(ren) is in Ontario. Notwithstanding your place of residency, your attention is drawn to our clauses below that deal with your responsibility to pay for trip evacuations and/or other medical fees.

Travel and Cancellation Insurance is also highly recommended for all campers, and in particular for those enrolled on one of our special canoe trips.

Camp fees are all inclusive (riding, most supplies for arts and crafts, laundry, etc.), except for transportation, special canoe trips, items purchased at tuck, sundry expenses, credit card surcharges (if paying by credit card) and sales taxes. These rates are for all campers including brothers and sisters. All fees are payable at par in Toronto in CANADIAN FUNDS on or before April 1, 2021. A Deposit Fee of \$1500.00 for 2 week and 1 month sessions and \$2500 for all other sessions must accompany each application. The deposit is considered non-refundable once confirmation of a place on any of our special canoe trips, or as indicated in these terms and conditions. The process for assigning special canoe trip requests will begin January/February 2021. Your attention is drawn to the TSC Long Canoe Trip Information & Application Policy, which form an essential part of these Terms & Conditions when applying for any Long Trip.

We are pleased to offer credit card payments through Visa and Mastercard, subject to a credit card surcharge of 2.5%. We also accept payment in Canadian funds drawn on a Canadian bank cheque, bank transfer or international money order. We do not accept foreign cheques. Do not send a non-Canadian cheque marked "PAYABLE IN CANADIAN FUNDS", as it is not negotiable at any Canadian bank. If you are unable to pay using one of the aforementioned methods please contact our business office to discuss other options that may be available.

All camper applications will be considered on a first come, first serve basis, depending on the availability of space, however Special canoe trip requests will be considered in accordance with a variety of factors (such as pre-requisites, age, cabin group dynamics, etc) and not necessarily on a first come, first serve basis.

### **CONDITIONS OF ENROLMENT, CANCELLATION, & REFUNDS**

The following shall apply to all enrollments and fees:

1. The Taylor Statten Camps makes every effort to place campers in cabin/canoe trip groupings with the friends they request. The Camp considers cabin mate preferences (which should be mutual), in order to be taken into consideration. We ask for your cooperation and trust in our ability to place your child in a positive and cohesive cabin group. Annual progression through our camper sections is based on a complicated formula, at the full discretion of our Camp Directors, consisting of age of the camper, the age of other enrolled campers and overall enrollment, session length, and previous camp experience. TSC accepts campers between the ages of 6 & 17. There is no guarantee of a cabin placement, specified cabin mates, specified staff members, or placement in a particular camper section, regardless of any request you may make. We do not accept applications that are contingent on section or cabin grouping requests, unless such requests are made in compliance with TSC's Long Canoe Trip Information & Application Policy. General cabin mate dis-requests will not be accepted (although if you wish for your child NOT to be placed with another camper please contact us for further assistance).

2. Camper applications through this website does not constitute formal acceptance of a guaranteed place next summer at the Taylor Statten Camps, or a place on a special canoe trip. In consideration of your online application, the Camp Directors will consider your application and may make some background checks or take up references to verify any information provided about your child(ren). Your attention to our Privacy Policy on how we collect and use your (and your children's) personal information for this purpose is recommended. The Camp Directors reserve the right to refuse application for any reason. A formal acceptance is e-mailed to the parents or guardians for each camper enrolled, upon consideration by our Directors of your online application and upon receipt of a digitally signed application, camper health form and the required deposit fee. Kindly note that TSC may provide written confirmation of particular staff or cabin mates in advance of a commencement of a long canoe trip, however these are subject to change at any time, without notice, due to circumstances beyond our control. For this reason, the Taylor Statten Camps advises all campers and parents NOT to produce custom garments or other canoe trip commemorative articles in advance of trip and to wait until after the trip is complete. The Taylor Statten Camps cannot be held responsible for costs incurred contrary to this provision.

3. The parents or guardians listed on the front of this application (referred to in this agreement as the parents) agree to pay the full fee by April 1, 2021 and to pay interest on all overdue fees at the rate of 24% per annum determined daily and calculated and payable monthly not in advance. Where interest is accrued on outstanding accounts, any sums paid to the Taylor Statten Camps will first be used to settle accrued interest owing before being allocated to outstanding invoiced amounts owing. For enrollments made after April 1, 2021, full fees must be paid at the time of enrollment.

4. Any cancellation of enrolment must be in writing. Emails are accepted. The Camp reserves the right to cancel enrollment if fees are not paid in full by May 1, 2021. No refunds shall be made except strictly as follows:

### **Cancellations Originated by You**

- a) if the application is withdrawn by you before its acceptance or if enrolment is cancelled on or before March 31, 2021, the fee deposit less a \$400 administration fee will be refunded;
- b) if enrolment is cancelled by you on or after April 1, 2021 but on or before April 30, 2021, the fee deposit will not be refunded but all other fees then paid will be refunded; and
- c) if enrolment is cancelled by you for any reason on after May 1, 2021, no amount will be refunded and any unpaid part of the full fee shall be payable.
- d) no amounts will be refunded for the cancellation of late enrollments by you made on or after May 1, 2021.
- e) in addition to the above cancellation terms and fees, deposits paid for Long Trip Fees are non-refundable at any time after a camper position on a Long Canoe Trip is confirmed by the Taylor Statten Camps. If your child is unsuccessful in securing a place on a Long Canoe Trip and you wish to cancel prior to acceptance of the Long Canoe Trip offered, the \$400 administration fee is still payable. Application on this website is for a place at summer camp (which may include a Special Canoe Trip request).
- f) credit card surcharge fees remain non-refundable at all times.

### **Covid-19 Guarantee (Cancellations)**

- g) if the Taylor Statten Camps cancels your camper session or Long Trip in full prior to the scheduled start of your camper session or Long Canoe Trip due to government imposed regulations that would otherwise prevent the Taylor Statten Camps from operating (and is otherwise unable to accommodate you on another session or Long Canoe Trip that is acceptable to you), you will be provided with a full refund of all fees paid to date, less a \$250 administration fee and any credit card surcharge fees paid PROVIDED THAT you have made all outstanding contractual payments due to the Taylor Statten Camps on a timely basis.
- h) if your camper is prevented from travelling to Canada within 7 days or less from the start of the camper session or Long Trip that you registered for due to a government imposed restriction that would prevent your camper from travelling to Canada (including government mandated quarantine of more than 5 days), you will be provided with a full refund of all fees paid to date, less a \$250 administration fee and any credit card surcharge fees paid PROVIDED THAT you have made all outstanding contractual payments due to the Taylor Statten Camps on a timely basis.

5. Your camper's enrolment may, at the parents' request, be changed from a July session to an August session (or vice-versa), accommodations permitting, at any time upon payment of a \$200.00 administration fee. If a Full Session enrolment is changed to the July or August session, or if the camper is re-enrolled after a previous cancellation, a \$300.00 administration fee will be charged. For a reduction in enrollment from a one month to a two week session, or if the camper is re-enrolled after a previous

cancellation, a \$300 administration fee will be charged. For a reduction in enrollment from a two week session to a Try Out session, a \$200 administration fee will be charged.

6. No fee refund will be made for campers arriving late or leaving early, whether voluntarily or involuntarily, for any reason.

7. No refunds will be given to campers who are sent home due to any violation of the Taylor Statten Camps Camper Code of Conduct or the Taylor Statten Camps Policies & Procedures or for any breach of provincial or federal law, or for any breach of these Terms & Conditions as determined by the Camp Directors, in their sole discretion.

8. In the event of cancellation or reduction of enrolment for any reason the camp does not apply deposits or fees to siblings, or to subsequent years. The financial obligations of camp are fixed for the season and the withdrawal of a camper does not lessen operating expenses.

9. These terms and conditions will apply to all fees paid by credit cards or other means regardless of whether future payments following the initial deposit are automatically collected by credit card or by other means at a later agreed date as set out on our website. Cancellation, dispute, and/or reversal of credit card payments does not constitute cancellation of your payment obligations under these terms and conditions.

### **Covid-19 Protocols, Canoe Trips and Vaccinations**

10. The Camp is committed to maintaining the confidence and trust of its campers and their parents. The Taylor Statten Camps is working closely with the Ontario Camping Association and local, provincial and federal government agencies to ensure your camper's safety at camp and on canoe trip in regards to Covid-19 related protocols, and will provide regular and updated Covid-19 Health & Safety Compliance Policies and Procedures that relate to camper health and safety to all registered campers from time to time. The parent agrees to read the Taylor Statten Camp Guide and related Covid-19 Health & Safety Compliance Policies (distributed in the Spring) for full awareness and understanding of the rules and policies of camp and to review all applicable rules/policies with their camper.

11. In the event a Covid-19 vaccination becomes available before the start of the camp session or Long Canoe Trip that you have registered for, the Taylor Statten Camps reserves the right to require all campers (and staff) to obtain a vaccination prior to arriving at camp, and to refuse admission (in its sole discretion) to any un-vaccinated camper.

12. In the event the Taylor Statten Camps is required to cancel 2021 camper sessions due to Covid-19, it may still be possible to operate Long Canoe Trips in 2021, subject always to full compliance with Covid-19 related regulations. Should camper days at Ahmek and Wapomeo be limited or curtailed due to

Covid-19, the Taylor Statten Camps may still operate some or all Long Canoe Trips at its discretion (again, subject always to full compliance with Covid-19 related regulations), and will reimburse you, on a discounted prorated basis at an daily amount to be determined by the Taylor Statten Camps in its sole discretion, for previously paid for full days not spent at Ahmek and Wapomeo, at the discretion of the Taylor Statten Camps. Long Canoe Trips that operate with amended or pro-rated days at Ahmek and Wapomeo will not be considered a cancellation of your camper's session or Long Canoe Trip in accordance with these Terms & Conditions.

### **ADDITIONAL CONDITIONS**

1. The parents acknowledge that camp takes place in Ontario, submit to the exclusive jurisdiction of the Ontario courts and agree that:

a) the Ontario courts shall have jurisdiction over any claim, legal dispute or cause of action arising out of camp, alleged breach of contract, or alleged negligence or other claim that leads to a legal proceeding against The Taylor Statten Camp Company Limited, its directors, officers or employees.

b) if any such legal proceedings are commenced, they will be commenced and heard only in Ontario; and

c) the resolution of all disputes and the provisions of this agreement shall be governed by and construed in accordance with Ontario laws.

2. The parent agrees to update the camp of any camp/school issues, (suspension, discipline) or social, medical, emotional, or psychological issue that could affect his/her child or any other child, at least 2 weeks prior to their child's arrival at camp. No refunds will be given to campers who are sent home due to a medical condition in which their continued stay at camp is deemed unsafe as determined by the Camp Directors, in their sole discretion.

3. The parents of the camper consent to the medical treatment of the camper by the camp doctor or any other medical doctor, as required in such doctor's discretion, and agree to pay all hospital, prescription and over-the-counter drug charges/fees (including but not limited to emergency Epi-Pen usage and administration) and other medical fees and expenses incurred with respect to the camper and to reimburse The Taylor Statten Camp Company Limited promptly for any such fees and expenses paid by the camp (whether paid upfront by the camp or billed/paid at a later date) with respect to the camper. The parents further agree to pay all transportation charges to/from Canoe Lake and canoe trip evacuation fees from other remote locations to/from any hospital, doctor's office, or clinic incurred by the camp (including but not limited to fees for an ambulance, sea plane, air ambulance, taxi, and/or camp vehicle).

4. The camp has adopted a Privacy Policy, a copy of which is available on this website. We encourage you to read this document, which forms part of these Terms & Conditions. The camp has adopted an Accessibility Policy, a copy of which is available on this website. We encourage you to read this policy which forms part of these Terms & Conditions.

5. The parents of the camper agree for and on behalf of themselves and the camper that any photographs taken of the camper by camp personnel or otherwise authorized by a camp director may be used by the camp without charge in promotional material, including brochures, slide shows, videos, social media and websites.

6. The person signing this contract has legal guardianship of the camper named and acts as custodial parent for the entirety of the camper session at the Taylor Statten Camps. Any custody issues or disputes advised to the Taylor Statten Camps by any legal parent or guardian of a camper will be dealt with ONLY under the laws of the Province of Ontario, and the Taylor Statten Camp Company Limited reserves the right to refer any custody issues of campers in its care to the Children's Aid Society or other appropriate governmental agency. In this capacity, the person signing this contract is in agreement and is aware that the camper named is attending camp and this person has the legal authority to make decisions on behalf of both parents. All parents, siblings, heirs, executors, successors or assigns agree to read the terms of this contract and agree that unless they contact us in writing they are in agreement with the terms herein.

7. The Camp Directors have the authority to search a camper and their belongings, including mail and packages, for items prohibited at camp and on canoe trip. Prohibited items will be removed from camper belongings in accordance with our Camper Code of Conduct, a copy of which is available on this website.

8. The parent agrees to read the Taylor Statten Camp Guide (distributed in the Spring) for full awareness and understanding of the rules and policies of camp and to review this handbook and all applicable rules/policies with the camper. The parent understands that items not permitted in camp will be confiscated, not returned to the camper, and (if applicable) destroyed.

9. The parent of the camper acknowledges that the Taylor Statten Camps (and associated canoe trips and facilities) is a rustic summer camp for children in the wilderness of Algonquin Park (and for canoe trips in other remote areas and parks). The Taylor Statten Camps is not a holiday resort; there is no electricity, heating, or air conditioning, or washroom facilities in accommodation cabins, and the camps operate a "back to basics" approach in every aspect of daily life at camp. Campers swim in lake water (not chlorinated pools), and learn to live in harmony with nature and their surroundings. Residence in

Algonquin Park (and other parks and remote areas on canoe trip) is shared with wild animals, and campers are encouraged to respect and appreciate these animals. Mosquitoes and other insects are part of camp life. Make sure that your camper has enough non-aerosol bug repellent with them. Although laundry services are provided, all campers are required to regularly participate in cabin cleaning duties, and section cleanliness. At meal times, food is served family style in the dining halls, with the exception of canoe trip where campers often participate in the preparation of food over open fires in a rustic manner.

10. The swimming and canoeing activities at camp are mandatory for all campers. Participation in all other activities is voluntary although all campers are encouraged to participate in all activities. Session lengths and age will dictate the amount of times each camper participates in each camp activity; the Taylor Statten Camps does not guarantee an overall minimum number of visits to any particular activity. Unless otherwise agreed in writing, participation in canoe trip is mandatory for each camper. The duration and route of a canoe trip is dependent on the age and session length of each camper.

11. The Camp reserves the right to dismiss a camper from camp and send her or him home at the expense of the parents at any time without notice when it is deemed to be in the best interest of either the child or camp, the child has caused harm to him/herself or other campers or staff, the child is ill, or for violation of any camp rule, all as determined by camp in its sole and absolute discretion. No refunds will be provided. Parents shall reimburse the camp for any intentional damage or defacement of camp property. The cost of removing graffiti or fixing broken windows will be added to the camper's tuck bill.

12. Any additional transportation including emergency canoe trip evacuations provided by the camp for any reason shall be paid for by the parents.

13. Email Marketing – By electronically submitting this application you are agreeing to receive email communications from the Taylor Statten Camp Company Limited containing application information, camp news and updates, alumni information, and promotions regarding the Taylor Statten Camp Company Limited products and services. You can withdraw your consent at any time. Please refer to our Privacy Policy or contact us for more details.

### **SEPTEMBER (FAMILY) CAMP - CONDITIONS OF ENROLMENT, CANCELLATION, & REFUNDS**

The following shall apply to all enrollments and fees for September Camp:

1. The Taylor Statten Camps makes every effort to place September campers in accommodation/cabins they request. However, there is no guarantee of a cabin placement, or placement in a particular section, regardless of any request you may make. We do not accept registrations that are contingent on cabin requests.

2. Registration through this website does not constitute formal acceptance of a guaranteed place at September Camp. In consideration of your online registration, the camp directors will consider your application and may make some background checks or take up references to verify any information provided about you and your child(ren), if applicable. Your attention to our Privacy Policy on how we collect and use your (and your children's) personal information for this purpose is recommended. The camp directors reserve the right to refuse registration for any reason. A formal acceptance is emailed to you upon consideration by our Directors of your online registration.

3. The applicant listed on this application (referred to in this agreement as the applicants) agree to pay the full fee upon check-out from September Camp and to pay interest on all overdue fees at the rate of 24% per annum determined daily, calculated and payable monthly not in advance.

4. Any cancellation of enrolment must be in writing. Emails are accepted. If cancellation occurs less than 72 hours prior to 3pm on the day of your scheduled arrival at Canoe Lake, the Camp reserves the right to charge 1 full day's accommodation for the applicant's entire party. Cancellation or curtailment of your booking once you have checked in at Canoe Lake may result in the full amount being charged for your entire stay.

5. For a reduction in enrollment prior to check in at Canoe Lake, a \$100 administration fee will be charged. Extensions to your stay may be possible subject to capacity restrictions and upon application to the Business Office. Extra fees will be payable.

6. No fee refund will be made for applicants arriving late or leaving early, for any reason.

#### **ADDITIONAL CONDITIONS**

1. All guests at September Camp agree to abide by the September Camp Code of Conduct (and related Covid-19 Policies & Procedures), a copy of which will be available on this website from 1 May 2021, as amended from time to time.

2. Children under the age of 3 years (under 3 years until at least Labour Day) are welcome to attend September Camp at no charge. Each parent assumes full responsibility and risk for each child, and MUST keep each child within their direct supervision at all times. Applicants may be asked to sign additional waivers of liability and/or provide proof of age verification. The applicant further acknowledges that attendance and/or participation at camp involves risk and hazards incidental thereto, including allergic reactions, all of which are assumed by the applicant and his/her family. The applicant hereby waives, releases, absolves and agrees to indemnify and save harmless The Taylor Statten Camp Company Ltd. and their respective officers, directors, employees and agents of any and all liability arising from attendance and/or participation of the camp program (unless solely as a result of the camp's willful neglect or willful default.)

3. The person signing this contract has legal guardianship of any minors named in this application and acts as custodial parent. In this capacity, the person is in agreement and is aware that the minor named is attending camp and this person has the legal authority to make decisions on behalf of both the mother and father. All parents, siblings, heirs, executors, successors or assigns agree to read the terms

of this contract and agree that unless they contact us in writing they are in agreement with the terms herein.

4. Applicants shall reimburse camp for any intentional damage or defacement of camp property, which may be added to you bill at check-out.

5. Any additional charges (tuck bills, incidentals, etc) shall be settled upon check out at Canoe Lake.

6. Meals are served family style 3 times per day at the times listed below. No refund will be given for any missed meals, and meals cannot be served outside of normal meal hours. For hygiene and safety reasons, it is requested that food not be removed from the dining hall for delivery back to accommodation/sections. It is not permitted to remove plates and cutlery from the dining hall under any circumstances.

### **WAIVER AND RELEASE OF LIABILITY**

I acknowledge that attendance and/or participation at overnight camp involves risk and hazards incidental thereto, including allergic reactions and Covid-19, all of which are assumed by the parent. I further recognize that there is an element of risk in taking part in outdoor activities. I'm also aware of the risks and dangers inherent in swimming, water sports, land sports, horseback riding, high ropes, archery, canoe tripping, hiking/portaging, living in a natural and rustic surrounding, and ground and air transportation. I am also aware that my child(ren) will be sharing a camper cabin and/or tent with other children of a similar age, that although staff supervision will always be nearby, direct visual supervision 24 hours per day is not possible.

Knowing of the inherent risks (such as, but not limited to, exposure, animal bites, Covid-19, equipment failure, hazards of the road, allergies, trails, changing weather conditions, personal interaction, etc.) and the rigors required of said activities, I certify that my child(ren) is fully capable of participating in the camp program and activities.

On behalf of my child(ren) I accept for use, as is, any equipment provided in good condition and accept full responsibility for care of equipment while in my child(ren)'s possession.

I release and hold harmless for whatever reason, including negligence, THE TAYLOR STATTON CAMP COMPANY LIMITED, it's officers, employees, sponsors, and agents from any action related to these risks and dangers and any and all liability arising from my or my child(ren)'s attendance and/or participation in the camp program. These terms shall serve as a release and assumption of risk for my heirs, and all members of my family.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY ELECTRONICALLY SUBMITTING THIS APPLICATION I AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE THE TAYLOR STATTON CAMP COMPANY LIMITED FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH BY NEGLIGENCE OR ANY OTHER CAUSE, TO THE FULLEST EXTENT PERMITTED BY LAW.

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