

Summer Camp Terms and Conditions

PAYMENT INFORMATION AND REFUND POLICY

A Deposit per child per session is due at the time of registration in order to secure your camper's spot in camp. This amount is refundable until March 31 of the current Camp Season. Starting April 1 of that same Season, the deposit becomes non-refundable barring medical issues (see below).

All other registration fees/camp fees/tuition must be paid no later than the final payment due date (or at the time of registration if registering AFTER the final payment due date).

We cannot guarantee your camper's spot will be held without total tuition paid by the final payment due date.

REFUND POLICY

First, we would like to encourage you to simply move to another camp session so your child can have the experience of summer camp. Our cancellation policy has been created due to the increased demand for available camper space and to insure fairness to all who wish to attend. However, we understand that things come up and you may need to cancel all together. To do so, please call or email us with this information, and subject to the following terms and conditions

Deposit is not refundable or transferable at any time unless it is a medical reason (must have written and signed explanation from medical doctor).

If you cancel with more than 30 days till the session start date, then you will receive all money paid EXCEPT the deposit that is not refundable.

Registration fees/camp fees/tuition for cancellations less than 30 days before the session start date are not refundable but may be transferred as credit toward a different camp session during the same season if there is space availability at the time of the cancellation. If there is no space available, then it remains non-refundable.

Once a camp session begins, we cannot make any adjustments or offer any credits.

MEDICAL REASONS FOR CANCELLATION

We understand that medical issues may arise over the summer or just as your child is set to attend camp. Please call us as soon as possible to inform us of your need to cancel. We will ask that you submit a written excuse from your child's physician. If your child is sick and there is time and room, we will work with you to switch your camper to a later session. If your camper is medically unable to commence camp and participate due to illness or injury supported by your child's physician's written notice, we will refund the entire amount of fees less the Deposit. If your camper starts camp and becomes ill or injured and unable to participate as documented by a doctor's orders, then we will refund in a prorated manner based on days completed and days remaining of camp.

NOTICE OF CAMP CONDUCT REQUIREMENTS

The Camp Directors and leadership reserve the right to dismiss any camper whose influence and conduct becomes detrimental to the best interests of the program, as determined solely by the Camp. No refunds will be made for dismissed campers or withdrawals. The only exception is for a withdrawal on doctor's orders, in which case we will prorate a refund based on the remaining days of camp.

PHOTO RELEASE

I give my permission for my child's photo(s) to be utilized at the discretion of Camp RIO which includes their website and other marketing purposes. However, I understand no name will be used with the photographs. If my camper has a legal reason for being unable to be photographed or their photos to be used in this manner, I agree to notify the Camp in writing at least one week before the start of the Camp Session.

PRIVACY POLICY

At IDEA Public Schools and its Camp RIO, we respect and protect the privacy of our students, customers and those who use our website. The following Privacy Statement provides details about how your personal information is collected and used.

Information Collection and Use

IDEA Public Schools is the sole owner of information collected on this site and through our registration provider's site Campminder.com. We will not sell, share, or rent this information to others in ways different from what is disclosed in this statement. IDEA Public Schools collects information from our users at several different points on our website. We use this contact information to send users information about our school, school programs, extracurricular activities, and services if requested or necessary. Users may opt-out of receiving future mailings at any time (see the choice/opt-out section below).

Sharing and Usage

We will never share, sell, or rent your personal information with third parties for their promotional use. Occasionally, we enter into contracts with third parties so that they can assist us in servicing you (for example, providing registration service). The contracts prohibit them from using any of your personal information for their own purposes, and they are required to maintain the confidentiality of the information we provide to them. We may disclose or report personal information in limited circumstances where we believe in good faith that disclosure is required under the law. For example, we may be required to disclose personal information to cooperate with regulators or law enforcement authorities, to comply with a legal process such as court order, subpoena, search warrant, open records request or law enforcement request. Any information will also be maintained and kept confidential when required to do so in accordance with the Family Educational Rights and Privacy Act (FERPA).

Use of Web Technologies

We use a variety of technologies on our site. Among these are cookies; a piece of information that our websites provide to your browser when you visit our sites. Cookies allow us to verify the login status of customers on our website, support our online registration process, and to track and measure the success of a particular marketing campaign. Cookies also allow us to track overall site usage and determine areas users prefer, enabling us to make your visit to our website easier by recognizing you when you return and helping to provide you with a customized experience. Usage of a cookie is in no way linked to any personally identifiable information while on our site. If you choose to disable cookies, you may still use our site; however, you may have limited access to some areas within our websites. We may access and set cookies using web beacons, also known as single-pixel GIFs which are invisible graphical images. These web beacons provide us useful information regarding our site such as which pages users access. When we send you emails, we may include a single-pixel GIF to allow us to determine the number of people who open our emails. When you click on a link in an email, we record this individual response to allow us to customize our offerings to you. We also keep track of activity on our website via log files stored on our web servers. We collect information such as IP address, browser type and version, and pages you view. We also keep track of how you got to our site and any links you click on to leave our site. Once you leave our site, we do not track you. We use your website activity to assist us in offering you a personalized Web experience, assist you with technical support, diagnose problems with our server, administer our websites and to tailor our product and service offerings to you.

Links

Our site provides links to third-party websites, such as those of our business partners. Because IDEA Public Schools does not control the information policies or practices of these third parties, you should review their privacy policies to learn more about how they collect and use personally identifiable information.

Security

We take every precaution to protect the confidentiality and security of your personal information by using industry-recognized security safeguards such as firewalls, coupled with carefully developed security procedures to protect your information from loss, misuse or unauthorized alteration. When we ask for sensitive information, such as credit card numbers, we protect it through the use of encryption during transmission, such as the Secure Socket Layer (SSL) protocol. IDEA Public Schools takes care to reinforce the importance of our website visitors' security and privacy among our employees. Our employees are trained and required to safeguard your information and, using physical, electronic and procedural safeguards, we restrict access to personal information to those employees and agents for business purposes only. Additionally, we use internal and external resources to review the adequacy of our security procedures. If there is any breach of sensitive personal information, we will take actions required by any applicable Texas law.

Choice/Opt-out

IDEA Public Schools provides users the opportunity to opt-in, opt-out or change preferences via a link in the footer of most email messages. These options are made available when you sign-up for our email lists and in email messages delivered from our company. Alternatively, you may email us at INFO@camprio.org. Some communications (e.g. course and billing information) are necessary for all IDEA Public Schools students, families and customers. You must not be signed up for a future program to unsubscribe from these communications. To cancel a program, please email us at Registrar@camprio.org.

Notification of Changes

If we decide to change our privacy policy, we will post those changes on www.ideapublicschools.org/camp-rio so our users are always aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it.

IDEA BUS RIDER BEHAVIOR CONTRACT (Day Camp /Field Trips)

Students are encouraged to take full advantage of the free transportation provided by IDEA Public Schools. This transportation, however, is a PRIVILEGE, not a right! This privilege can be taken away if any student or parent violates the expectations set forth in this Bus Rider Behavior Contract.

Level I Incidents.

Level I incidents are behaviors that are generally disruptive of the bus riding experience and can impact the normal and usual

operations of the school bus. Students involved in Level I incidents will receive a Bus Rider Incident Report explaining the reasons for the report. The

Campus Transportation Manager will meet with the student to validate the information collected. A copy of the report will be forwarded to APO

(Assistant Principal of Operations); school's Academic Counselor and the Regional Transportation Manager to administer the appropriate discipline and to

inform parents/guardians about the situation. The discipline may include, but is not limited to, after school detention, loss of fun activity privileges at

school, and/or participation in field trips. Habitual offenders will receive up to three (3) days suspension from the bus.

Below are the most common Level I incidents:

Late arrival

Sitting on the wrong side of the bus

Standing without permission of the driver

Walking in front of the bus

Failure to follow bus driver requests (getting out of the bus, sitting down, quieting down, etc.)

Excessive noise or loud music

Eating/Drinking/Chewing Gum/Littering the bus

Horseplay/Mischief

Spitting

Inappropriate or disruptive behavior toward other

vehicles/drivers along-side the bus, or at the bus stop

Other behaviors which disrupt the normal and usual

operation of the school bus

Level II Incidents.

Level II incidents are behaviors that directly disrespect bus drivers and can put in jeopardy the bus riders' own safety, or the safety of

other students riding the bus. Students involved in Level II incidents will receive a Bus Rider Incident Report explaining the reasons for the report. The

Campus Transportation Manager will meet with the student to validate the information collected. A copy of the report will be forwarded to APO

(Assistant Principal of Operations); school's Academic Counselor and the Regional Transportation Manager to administer the appropriate discipline and to

inform parents/guardians about the situation. The discipline may include, but is not limited to, after school detention, loss of fun activity privileges at

school, and/or participation in field trips. Habitual offenders will receive three (3) to five (5) days suspension from the bus.

Below are the most common Level II incidents:

Refusing to properly identify yourself to the bus driver

Throwing/shooting of any object in or out of the bus

Vandalism to the bus or any bus related equipment

(restitution will be required as well)

Pushing, shoving, or rushing while waiting, entering, exiting

the bus

Unauthorized entering or leaving the bus through an

emergency exit or window

Hanging out of windows with any part of the body

Disrupting the normal activities of a business where a stop is

located

Other offenses and behaviors that disrespect bus drivers,

students, motoring public, or pedestrians

Level III Incidents.

Level III incidents are most serious behavior problems. These actions put in jeopardy the bus driver and riders. Students involved in

Level III incidents will receive a Bus Rider Incident Report explaining the reasons for the report. The Campus Transportation Manager will meet with the

student to validate the information collected. A copy of the report will be forwarded to APO (Assistant Principal of Operations); school's Academic

Counselor and the Regional Transportation Manager to administer the appropriate discipline and to inform parents/guardians about the situation. The

discipline will include five (5) to ten (10) days suspension or even permanent removal from the bus.

Below are the most common Level III incidents:

Profanity, verbal abuse, harassment, inappropriate gestures or possession of inappropriate materials

Lighting matches, lighters, or any other flammable object or substance

Possession or threats of possession of a weapon, explosive, or flammables

Possession or use of tobacco or any controlled substance

Bullying, threatening, or harassment of any person on the bus

Knowingly and without permission riding an unassigned bus or using an unassigned bus stop

Possession or use of a laser pen or pointer

Parent, guardian or adult boarding the bus (This is a Class C

Misdemeanor under Texas Law and punishable by up to a \$500 fine)

Parent, guardian or adult responsible for dropping the student off at the bus stop and using their vehicle to block or stop the bus so that the student may board the bus. (This is a Class C Misdemeanor under Texas Law and punishable by up to a \$500 fine)

Other offenses and behaviors which seriously jeopardize the safety of the bus driver, other students, the motoring public, or pedestrians

ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT

This Assumption of Risk, Waiver of Liability, and Indemnification Agreement (“Agreement”) is entered into by and between **IDEA Public Schools** (“IDEA”) and the individual(s) named below and serves as valid consideration for my child’s participation in the activities to be conducted at IDEA’s Camp RIO (“Camp RIO”), including any of

those activities that may occur in, about, or near the premises located at Camp RIO at Historic Lula Sams (“Premises”) or any other premises wherever located.

Nature of Activities and Types of Risk and Injuries

Camp RIO consists of an outdoor park, wildlife/nature area and outdoor classroom which offers Participants the opportunity to participate in a number of educational, outdoor, nature, water based, adventure and related physical activities (the “Activities”). These Activities can benefit Participants in many ways, including educational experiences, improved physical fitness, more energy, greater enjoyment of life, and many health benefits.

I hereby acknowledge that the Activities are active and vigorous and, consequently, involve the potential risk of injury. And, *it is impossible for IDEA to eliminate all risk and possibility of injury.*

I acknowledge and understand that there are inherent risks in participating in the Activities. Inherent risks may be divided into multiple types:

- a. The type of risks inherent in any outdoor, nature, adventure, water-based activity (e.g., landing wrong, over-exertion, unexpected failure of equipment, flooding, poisonous plants, hazardous or venomous animals and insects, risk of drowning).
- b. The type of risks related to the type of Activity (e.g., when working with animals, being bitten or allergies; when shooting archery, being shot or injured by archery equipment; when canoeing, taking on water, sinking or being scuttled; colliding with another participant, or colliding with equipment; over exertion or muscle strains, sprains, etc.).
- c. The type of risks inherent in the Activities related to co-participant behavior, unexpected equipment failure, and similar unforeseen causes.

I acknowledge and understand that there are different types of injuries that can cause related to participation in the Activities:

- a. Minor injuries, which include but are not limited to muscle strains and sprains, bruises, abrasions, cuts and contusions, minor animal or insect bites, or plant allergies.
- b. Serious injuries, which include but are not limited to broken bones, ligament and joint injuries, concussions, serious animal/insect bites, serious allergic reaction to plants, and eye injury.
- c. Catastrophic injuries, which include but are not limited to brain injury, spinal injury, paralysis, heart attack, and death.

Participant Agreement

While participating in the Activities, I will accept responsibility for maintaining good conduct, and will follow directions at all times. I understand that IDEA’s and/or Camp Rio’s rules and regulations regarding conduct apply while I am participating in the Activities, and that I am further required to follow any special rules developed for the Activities. I understand that I may be subject to discipline and/or disqualification from participating in Camp Rio’s Activities for any conduct violations occurring during my participation.

Acknowledgement and Assumption of Risk

I acknowledge that IDEA cannot protect my child from all risk which may be associated with my child’s participation in the Activities. I further acknowledge that there are human, natural, mechanical, and environmental

conditions and hazards which independently, or in combination with my child's participation in the Activities, may cause accident resulting in death, injury, personal property loss, health conditions, or financial expenses as a result of accident, illness, medical care, or other sources of risk. I also acknowledge that there are demands of the Activities relative to my child's physical condition and skill level, and that not all risks related to the Activities are obvious or predictable.

The risk of serious injury to my child due to participating in the Activities does exist, including the potential for permanent disability and death. I understand and fully acknowledge that my child's participation in the Activities is solely at our own risk, and I assume full responsibility.

I ACKNOWLEDGE THAT IDEA WILL NOT PAY FOR ANY COST OR EXPENSES INCURRED BY MY FAMILY IF MY CHILD IS INJURED WHILE PARTICIPATING IN CAMP RIO ACTIVITIES.

Indemnity, Waiver, and Release of Liability Agreement

In consideration for my child being permitted to participate in the Camp RIO Activities, as the natural or adoptive parent and/or as the legal authorized guardian, I do hereby for myself, my spouse, my child, and on behalf of my/our heirs, personal representatives, and assigns, agree not to sue and hereby release, waive, discharge, hold harmless IDEA Public Schools and its officers, directors, employees, and volunteers, individually and collectively ("the Protected Parties"), from any and all liability, losses, claims, actions, suits, procedures, demands, rights, and causes of action of whatever nature, in law and equity, for any and all known or unknown, foreseen or unforeseen, bodily or personal injuries, death and permanent injury, illnesses, damage to property, or other losses, and any consequences thereof, including expenses, costs, and attorney's fees, as may be sustained by my child or me arising out of or in any way associated with my child's participation in the Camp Rio Activities, its related events and activities or travel incident thereto, whether by negligence, INCLUDING THE NEGLIGENCE OF THE PROTECTED PARTIES, or not, to the fullest extent permitted by law.

On behalf of myself, my spouse, my child, and on behalf of my/our heirs, personal representatives, and assigns, I hereby agree that I will indemnify, defend, and hold harmless IDEA and/or the Protected Parties from and against all claims, causes of action, suits, losses, liabilities, damages, fines, penalties, liens, judgments, settlements, proceedings, costs, fees, and expenses (including reasonable attorneys' fees and court or other costs) of any nature whatsoever for or relating to death, bodily injury, or property damage resulting from, relating to, or caused by (whether in whole or in part) any of the following matters (which necessarily include all claims that do or may belong to any child participant(s)): (a) my or my child's acts, omissions, or presence on or about any part of the Premises where Activities are taking place, conducted, or performed by my child or anyone else; (b) my child's active or passive participation in, or observance of, any of the Activities; (c) any claims arising out of the negligent, grossly negligent, or willful acts or omissions of myself or my child occurring on the Premises; or (d) my or my child's use of any fixtures, equipment, or personal property in, on, or about the Premises. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which IDEA and/or the Protected parties have by law or equity. All parties will be entitled to be represented by counsel at their own expense. **My indemnity obligations extend to and include all claims, demand, and causes of action of every kind and character, without limit and without regard to the cause or causes thereof or the negligence (whether sole, joint, or concurrent), gross negligence, strict liability, or other legal fault of IDEA and/or the Protected Parties. I acknowledge and stipulate that the provisions in this provision comply with the express negligence rule and are conspicuous.**

I recognize that IDEA Public Schools and its directors, employees, and volunteers possess immunity from liability and suit under Texas law, and that nothing in this Agreement shall be construed as a waiver of any defense available to IDEA Public Schools and its directors, employees, and/or volunteers, including but not limited to any statutory or governmental immunity available to it/them under applicable law.

Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge concerning COVID-19 is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects. Individuals reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

Although IDEA has implemented preventive measures to aid in reducing the spread of COVID-19, IDEA cannot prevent you or your child from becoming exposed to, contracting, or spreading COVID-19 while participating in Camp Rio Activities. It is not possible to prevent the presence of the disease. Therefore, if you choose to allow your child to participate in the Camp Rio Activities and/or enter the Premises, you may be exposing yourself and/or your child to or increasing the risk of contracting or spreading COVID-19.

Assumption of Risk: I have read and understood the above warning concerning COVID-19. I hereby choose to accept the potential risk of contracting COVID-19 for myself and/or my child in order for my child to participate in the Camp Rio Activities. My child's participation in the Camp Rio Activities is of such value to me and/or to my children that I accept the potential risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize IDEA's services and the Premises in person.

Waiver of Lawsuit/Liability: I hereby forever release and waive my right to bring suit against IDEA Public Schools and its officers, directors, employees, and volunteers, in connection with exposure, infection, and/or spread of COVID-19 related to my child's participation in the Camp Rio Activities. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

Choice of Law: I understand and agree that the law of the State of Texas will apply to this agreement.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THE FOREGOING ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

Authorization for Emergency Medical Treatment

In case of accident, illness, or other emergency, I request that IDEA personnel contact me. If IDEA personnel cannot reach a parent/guardian after conscientious effort, I give permission for IDEA personnel to call emergency service providers or medical or dental service providers. If a life-threatening emergency exists, I give permission for IDEA personnel to immediately call emergency personnel and then contact me as soon as possible thereafter.

In the event that I cannot be reached to give necessary medical consent, I grant permission for IDEA to arrange for all necessary emergency care for my child. I will be financially responsible for such care and for emergency medical transport. I authorize and consent to any X-ray examination, anesthetic, medical, dental, or surgical diagnosis or treatment, and hospital care, which, in the best judgment of a licensed physician or dentist, is deemed advisable. I agree to assume financial responsibility for expenses incurred as a result of those services being provided.