

CHELEY COLORADO CAMPS, INC.



**(A) APPLICATION & TERMS OF AGREEMENT, AND
(B) ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT**

Winter: September-May
601 Steele St Box 6525 Denver CO 80206-0525
Phone 303-377-3616 Fax 303-377-3605

Summer: May-September
3960 Fish Creek Rd P.O. Box 1170 Estes Park CO 80517-1170
Phone 970-586-4244 Fax 970-586-3020

E-mail office@cheley.com **Website** www.cheley.com

Applicant and parent or legal guardian (if applicant is under 18 yrs.), must read, complete and sign this entire set of forms.

Camper's name: last, first _____ Male Female

Camper's E-mail _____ Date of birth: _____ / _____ / _____
month day year

Primary street address _____ City, state, zip, country _____

Home phone _____ Family E-mail _____ Current School _____ Grade completed by start of camp _____

Father's name _____ Profession _____ Work phone _____ Work E-mail _____

Mother's name _____ Profession _____ Work phone _____ Work E-mail _____

Are parents divorced or separated? Yes ___ No ___ If yes, parent camper lives with _____ Either parent deceased? _____

Was any family member a Cheley camper or staff member? If so, name at camp and year(s) _____

This will be my ___ summer at Cheley (1st, 2nd, 3rd, etc.) If returning, check if you would be willing to act as a reference for new families.

Camper T-shirt size: Youth Med Youth Large Small Medium Large X-Large

We learned about Cheley from _____

Billing name (if different) _____ Relationship to camper _____ Phone _____ E mail _____

Address _____ City, state, zip, country _____

Please check if you would like duplicate mailings sent to this address.

Full Term First Term Second Term

Boys' Trail's End Ranch for boys 12-17 (completed grades 6-11) **Girls' Trail's End Ranch** for girls 12-17 (completed grades 6-11)

Lower Ski Hi for boys 9-11 (completed grades 3-5) **Lower Chipeta** for girls 9-11 (completed grades 3-5)

Ski Hi for boys 12-13 (completed grades 6-8) **Chipeta** for girls 12-13 (completed grades 6-8)

Haiyaha for boys 14-17 (completed grades 8-11) **Senior Chipeta** for girls 14-17 (completed grades 8-11)

Deposit Information – Deposit of \$600 is due with this application.

Cash Check # _____ Visa MasterCard Name on credit card _____

Credit card # _____ Expiration date _____ Signature _____

Please check if you would like us to charge this credit card automatically when each billing is due.

TERMS OF AGREEMENT (to be signed by camper and parent):

Introduction: It is important that all campers, parent/s or legal guardian/s (collectively 'parent/s') and staff members have a full understanding of, and be in agreement with, the overall Cheley Colorado Camps, Inc. ("Cheley") philosophy, ideals, goals, and policies. The Cheley Camp program is a positive and constructive outdoor, active, group living experience. Campers are expected to participate enthusiastically in all camp activities.

Our Campers: We serve young people from all 50 states, as well as from many foreign countries. All major faiths are represented in our camp community, and the camp programs are open to boys and girls of high character, who are emotionally well and physically fit. Cheley does not discriminate in their admissions policies on the basis of race, color, gender, religion, national or ethnic origin, age or disability. Cheley is not, however, a treatment center, and Cheley staff are not trained to deal with campers who have severe mental, physical or emotional difficulties. We do reserve the right to refuse admission to our programs, in appropriate cases.

Application Procedure: When we receive your application and advance payment of \$600.00 (non-refundable deposit of \$300 for full season, \$150.00 for 1st or 2nd term and \$50 for family camp), we will confirm your registration. Applications are accepted until all space is filled. After that, we include applications on a numerical waiting list. Names cannot be placed on the waiting list until we receive both the application and required deposit. If we cannot confirm your registration, we will refund the entire deposit. After we have confirmed your registration, you will receive a packet of forms and information, including a Health History and Examination form. These forms contain important information associated with your child's camp experience, so please read and complete these forms carefully. All forms must be completed and signed by participant and parent/s, as appropriate. **Final acceptance and participation in the camp session is contingent on our receipt and review of all forms.** New campers must submit two letters of introduction to Cheley. For your convenience, we will mail you two form letters to be filled out. These letters should be from a teacher, advisor, or coach, and address their thoughts on whether camp would be appropriate and valuable for this camper. These letters do not need to accompany the application, but must arrive within a month of your application.

Tuition and Terms of Payment: The tuition fee includes board and lodging and the complete camp program. All expenses are included except personal expenses (see below). Tuition includes your application deposit, with the balance due in 3 payments, per our current rate schedule.

Personal expenditures/Camp Bank: Personal expenditures such as sleeping bag rental, film, stationery, stamps, snacks, Cheley Logoed items, personal items, travel arrangements, bus transportation between Denver and camp, and baggage handling are handled through the camper's Cheley bank account and are not part of the camp tuition fee. The suggested deposit for the summer term's camp bank is \$175 per term.

Cancellation, Return and Insurance:

- Cancellations for medical reasons before camp begins must be accompanied by a letter from the attending physician. In this case, Cheley will refund tuition minus the non-refundable deposit. Cancellations in any other case will result in a cancellation charge (in addition to the non-refundable deposit), based upon the date of cancellation as follows: Before: January 1 - \$300, February 1 - \$400, March 1 - \$600, April 1 - \$800, May 1 - \$1000, June 1 - full tuition. Cheley encourages parents to purchase inexpensive trip insurance for their camper.
- Cheley reserves the right to dismiss any camper from the program that staff believes, in their discretion, presents a safety concern or medical risk, is disruptive, or otherwise conducts him or herself in a manner detrimental to the camp community.
I acknowledge that if I or my child is dismissed or departs from camp for any reason, no refunds can be granted. Parents are responsible for all costs of early departure whether for medical reasons, dismissal, personal emergencies or otherwise. These costs include, but are not limited to medical and/or airlift

evacuation and costs.

Camp Rules and Camper Behavior:

1. There shall be no smoking or use of smokeless tobacco; no drinking of alcoholic beverages; no use of marijuana or other illegal drugs; and no unauthorized use of prescription drugs or other controlled substances or narcotics or related drug equipment either on or off of camp property.
2. The camper term is 27 full days, and parents and campers should make no "deals" regarding the time of departure, after camp begins. The Cheley program starts on a Wednesday and ends on a Monday, and has a carefully planned beginning, middle and end. Campers must complete the entire term.
3. In fairness to the individual camper, other campers and counselors, campers who may wet the bed (more than once a week) are not accepted.
4. Parent/s and campers communicate by mail, sent out daily from the Estes Park Post Office. We allow one-way e-mail communication from parent to camper (small fee). Phone calls between parents and campers are not permitted.

Medical Treatment and Consent: I authorize Cheley staff, representatives, contractors or other medical personnel to obtain or provide medical care for me or my child, to transport me or my child to a medical facility and to provide treatment (including hospitalization, medications, anesthesia, surgery) they consider necessary for my or my child's health. I agree to the release (to or by Cheley) of any records necessary for treatment, referral, billing or insurance purposes. I agree to pay all costs associated with any medical care and/or transportation, including medical and/or airlift evacuation and related expenses.

Lost, Stolen or Damaged Property: Cheley is not responsible for a camper's lost, stolen or damaged personal belongings. In addition, campers and their parents will be held responsible for damage to or loss of Cheley property or equipment.

Photo & Promotional Release: Camper (and parents of minors) authorize Cheley to use photos, motion pictures and/or audio or video recordings or written statements of the camper or the parent/s, or those that include the camper or parent/s, and quotations from conversations and correspondence, for use on the worldwide web, including websites or YouTube, and in catalogues, displays or any other promotional manner for Cheley, the American Camp Association or the Western Association of Independent Camps.

Colorado law requires that we include the following warning in any written agreement with campers and their families: **WARNING: Under Colorado Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 13-21-119, Colorado Revised Statutes. Please see the Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (following 2 pages) for a better understanding of these and other risks, and your responsibilities.**

For all Campers and Parent/s: I agree to review all program materials sent and to complete all required forms. I have accurately completed this Application and have read, understand and agree to the Terms outlined above, as acknowledged here, and as acknowledged in the Cheley Colorado Camps, Inc.: Acknowledgment and Assumption of Risks and Release and Indemnity Agreement. The parent gives his/her child permission to participate in all Cheley activities and programs whether those take place on or off Cheley property. I agree that all aspects of campers' or parents' relationship with Cheley will be governed by Colorado State law.

CHELEY COLORADO CAMPS, INC.:
ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT
For Adult and Minor Participants

INTRODUCTION

Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter 'Document') carefully before signing. All adult participants must sign this Document. For participants under 18 years of age (hereafter sometimes 'minor' or 'child'), one or both of the participant's parents or legal guardians (hereafter collectively 'parent/s') must sign. In consideration of the services of Cheley Colorado Camps, Inc., and its agents, owners, officers, directors, employees, representatives, volunteers, independent contractors (including J.P. Legel, Inc. d/b/a A Wanderlust Adventure, and its agents, owners, officers, employees and representatives) and all other persons or entities associated with it, (collectively referred to in this Document as 'Cheley'), I (adult participant or parent/s of a minor participant) acknowledge and agree as follows:

Cheley Colorado Camps contracts with organizations that are independent contractors (not employees or agents of Cheley Colorado Camps) to provide some of the services, and to conduct some of the activities participants may engage in. Although Cheley Colorado Camps has made efforts to locate responsible contractors, it does not supervise or control these contractors and is not legally liable or responsible for their conduct. Participants (and parent/s) acknowledge that they may independently investigate and assess these organizations, services and activities, if they choose to do so.

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

Cheley educational, instructional, recreational and/or adventure activities may take place on or off Cheley Camp property and may be conducted by Cheley staff, contractors or others. These activities may include, but are not limited to: hiking and peak ascents; backpacking; horseback riding; technical rock climbing (both indoors on artificial walls, and outdoors on natural rock); orienteering and route-finding; camping; whitewater rafting; swimming; mountain biking; riflery; archery; low or high element ropes or challenge course activities; fishing; interactive games and other sporting activities, and transportation in vans and other vehicles to and from activities (collectively referred to in this Document as 'activities'). Activities may be scheduled or unscheduled, mandatory or optional, supervised or unsupervised and include free time. **I acknowledge that the inherent and other risks, hazards and dangers** (collectively referred to in this Document as 'risks') **of these activities can cause injury, damage, death or other loss to participant or others.** Parent/s give permission for their child to participate in all Cheley activities and agree to discuss the nature of these activities and risks with their child. **The following describes some, but not all of those risks:**

Risks present in an outdoor or wilderness environment. These risks include travel in high altitude, mountainous or wilderness terrain both on and off trail. Participants' travel may be subject to lightning; strong winds; fast moving rivers or other water bodies; difficult stream crossings, currents or whitewater; falling rocks; extremely hot or cold weather or water; snow and ice; falling or fallen timber; stinging, venomous and/or disease carrying animals or insects; poisonous plants; wild animals and other natural or man-made hazards. Hazards (both on land and above and below water level) may not be marked or visible and weather is unpredictable year-around.

Horseback riding risks. Riding or otherwise dealing in any way with horses includes risks. Horses are unpredictable in all circumstances. Without warning, horses can kick, bite, stomp, stumble, rear, bolt, fall down, and react to the environment, sudden movements, noise, light, vehicles, people, other animals or objects. Horseback riding can involve equipment that may break, saddles that may slip and other riders who may not control their animals. **WARNING: Under Colorado law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 13-21-119, Colorado Revised Statutes.**

Risks involved in decision making and conduct. These risks include the risk that a Cheley staff member, representative, volunteer, contractor or co-participant may misjudge a participant's capabilities, health or physical condition, or misjudge some aspect of instruction, medical treatment, weather, terrain, water level, or, river and/or terrain route location.

Personal health and participation risks. The risk that participant's mental, physical or emotional condition (disclosed or undisclosed, known or unknown) combined with participation in these activities could result in injury, damage, death or other loss. Although Cheley personnel will review participant's health and medical information, Cheley cannot anticipate or eliminate risks or complications posed by participant's mental, physical (including fitness level) or emotional condition.

Risks connected with geographic location. Activities may take place in remote locations, several hours from medical facilities, causing potential delays in communication, transportation, evacuation and medical care. Although Cheley staff or contractors may have wireless communication devices (including cell phones) while conducting programs both on and off Cheley grounds, use of these communication devices in outdoor, mountainous and/or wilderness terrain is unreliable and inconsistent.

Risks associated with camp premises. Campers engage in activities on Cheley Camp premises. Boulders, ruts, slippery walkways, ponds and other water sources, uneven ground or other conditions may exist in and around the property.

Equipment risks. The risk that equipment used in an activity may be misused, or may break, fail or malfunction. This includes participant's personal equipment (whether purchased borrowed or rented) or Cheley equipment. Participants choosing to bring and use their personal equipment (including any safety gear) assume full responsibility, along with their parent/s, for choosing appropriate equipment and for the fit and condition of their equipment. Cheley requires use of helmets or other safety gear for some activities. Safety gear may prevent or lessen injuries in some instances; however, use of safety gear is not a guarantee of safety, and injury can occur even with the use of this gear.

Cooking and camping risks. Risks include gas explosion, scalding or other burns associated with cooking over a gas stove or open fire, and water contamination in natural water sources. All water may be contaminated and should be disinfected, filtered or boiled before use.

Free time risks. Participants may have free time before, during and after the start of a program and at various other times. Unsupervised time may include free time and/or brief periods of time, stationary, alone and possibly overnight, in the field (solos). During both supervised and unsupervised activities, all participants share in the responsibility for their own well-being.

Risks regarding conduct. The potential that the participant, or other participants or third parties may act carelessly or recklessly.

These and other risks may result in participants: falling partway or falling to the ground; being struck; colliding with objects or people; experiencing vehicle or boat collision, capsize or rollover; reacting to high altitudes, weather conditions or increased exertion; becoming lost or disoriented; suffering gastro-intestinal complications or allergic reactions or experiencing other problems. These and other circumstances may cause heat or cold related illnesses or conditions (including hypothermia, cold water immersion, frostbite, hyperthermia, or heat exhaustion/stroke); dehydration; drowning; high altitude sickness; heart or lung complications; broken bones; paralysis; mental or emotional trauma; concussions; sunburn or other burns or other injury, damage, death or loss.

I (adult participant or parent/s of a minor participant) agree:

- to review and/or complete all required forms or materials received (including the Application and Terms of Agreement and Health History and Examination form), abide by the terms of those documents, and obey all Cheley rules and other policies;
- Cheley representatives are available should I have further questions about these activities or the associated risks;
- to disclose to Cheley representatives any mental, physical or emotional condition/s or limitation/s which might affect participant's ability to participate, and represent that participant is fully capable of participating without causing harm to him or herself or others;
- the information provided above is not exhaustive, other unknown or unanticipated activities, risks, and outcomes may exist, and Cheley cannot assure participant's safety or eliminate any of these risks.
- Participant is voluntarily participating with knowledge of the risks. Therefore, participant (and his or her parent/s) assume and accept full responsibility for participant, for the inherent and other risks (both known and unknown) of these activities and for any injury, damage, death or other loss suffered by participant (and his or her parent/s), resulting from those risks, and/or resulting from participant's own negligence or other misconduct.

RELEASE AND INDEMNITY AGREEMENT

Please read carefully. This Release and Indemnity Agreement contains a surrender of certain legal rights. Certain federal land agencies may restrict service providers from seeking releases of liability for negligence, for injuries or other losses occurring while operating under permit on some federal lands. Therefore, except to the extent a court determines these federal restrictions apply to Cheley as a matter of law, I (adult participant, or parent/s for themselves and for and on behalf of their participating minor child) agree as follows:

1) to release and agree not to sue Cheley, with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter collectively 'claim' or 'claim/s') for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in these activities, and/or use of any equipment, facilities or premises. I understand I agree here to waive all claim/s I or my child may have against Cheley, and agree that neither I, my child, nor anyone acting on my or my child's behalf, will make a claim against Cheley as a result of any injury, damage, death or other loss suffered by me or my child;

2) to defend and indemnify ('indemnify' meaning protect by reimbursement or payment) Cheley with respect to any and all claim/s:

(a) brought by or on behalf of me, my child or a family member for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in these activities, and/or use of any equipment, facilities or premises; and/or

(b) brought by a co-participant or any other person for any injury, damage, death or other loss to the extent caused by my/my child's conduct in the course of participating in these activities, and/or using any equipment, facilities or premises.

This Release and Indemnity Agreement includes claim/s resulting from Cheley's negligence (but not its gross negligence or willful or wanton misconduct), and includes claim/s for personal injury or wrongful death (including claim/s related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract or any other claim.

OTHER PROVISIONS

I (adult participant or parent/s of a minor participant) agree that Colorado law (without regard to its 'conflict of laws' rules) governs this Document, any dispute I have with Cheley and all other aspects of my relationship with Cheley, and agree that any mediation, suit or other proceeding must be filed or entered into only in Larimer County, Colorado. I agree to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable Colorado mediator. This Document is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Document is deemed unlawful or unenforceable, it shall not affect the enforceability of the remaining provisions, and those remaining provisions shall continue in full force and effect.

Adult participant or parent/s of a minor participant agree: I have carefully read, understand and voluntarily sign this Document and acknowledge that it shall be effective and binding upon me, my participating minor child, spouse and other family members, and my heirs, executors, representatives, subrogors and estate. *Adult Participant or one or both parent/s of a minor participant must sign below. Parent/s please print the name of your participating minor child.*

Participant (Parent/s please print name for minors)

Date

Print name here

Participant birthdate

Parent or Guardian Signature

Date

Print name here

Parent or Guardian Signature

Date

Print name here