

# 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 (there are two different spots for required signatures).**

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

- |  |  |
|--|--|
| <input type="checkbox"/> <b>Boys' Trail's End Ranch</b> for boys 12-17 (completed grades 6-11) | <input type="checkbox"/> <b>Girls' Trail's End Ranch</b> for girls 12-17 (completed grades 6-11) |
| <input type="checkbox"/> <b>Lower Ski Hi</b> for boys 9-11 (completed grades 3-5)              | <input type="checkbox"/> <b>Lower Chipeta</b> for girls 9-11 (completed grades 3-5)              |
| <input type="checkbox"/> <b>Ski Hi</b> for boys 12-13 (completed grades 6-8)                   | <input type="checkbox"/> <b>Chipeta</b> for girls 12-13 (completed grades 6-8)                   |
| <input type="checkbox"/> <b>Haiyaha</b> for boys 14-17 (completed grades 8-11)                 | <input type="checkbox"/> <b>Senior Chipeta</b> 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 or legal guardian (collectively 'parent/s') and staff members have a full understanding of, and be in agreement with, the overall Cheley philosophy, ideals, goals, and policies. The Cheley Camps program is a positive and constructive outdoor, active, group living experience. Campers are expected to participate enthusiastically in all camp activities.

**Application Procedure:** When we receive your application and advance payment of \$600.00, 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 the 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 to 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, personal laundry, 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 of \$150 per term. Cancellations in any other case will result in a cancellation charge, based upon the date of cancellation as follows: After: January 1 - \$300, February 1 - \$400, March 1 - \$600, April 1 - \$700, May 1 - \$800, June 1 - \$1300, and after June 15: full tuition. Cheley encourages campers and parents to purchase inexpensive trip insurance. ● Cheley Colorado Camps 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 camper is dismissed or departs from camp for any reason, no refunds can be granted. Camper and/or parent are responsible for all costs of early departure whether for medical reasons, dismissal, personal emergencies or otherwise. ● All campers are covered by a group medical insurance plan which is included in the camp fee. This is designed to supplement the family medical insurance plan. Our plan covers the first \$100 of any medical visit (pre-existing conditions are excluded). Charges over that will be the camper and/or parent responsibility.

**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 Colorado Camps 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.

### **Camp Rules and Camper Behavior:**

#### **Camper and parent understand and agree:**

1. There shall be no smoking or use of smokeless tobacco; no drinking of alcoholic beverages; and no use of marijuana, non-prescription drugs, or accompanying 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. Parents 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 Colorado Camps 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 airlift evacuation and related expenses.

**Lost, Stolen or Damaged Property:** Cheley Colorado Camps 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 Permission:** Cheley representatives will be photographing and videotaping campers and activities during each camp session. I authorize Cheley Colorado Camps to use my or my child's photo or video recording for advertising, display or other use 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 Parents:** I have accurately completed this Application and have read, understand and agree to the Terms outlined above. I agree to review all program materials sent and to complete all required forms. 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. **A parent must sign below if camper is under 18 yrs. of age.**

_____	_____
Camper's signature	/Date
_____	_____
Parent or Guardian signature	/Date

**CHELEY COLORADO CAMPS, INC.:**  
**ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT**

**INTRODUCTION**

Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter, 'Document') carefully before signing. **All participants must sign this Document. For participants under 18 years of age (hereafter sometimes 'minor' or 'child'), parents or guardians (hereafter collectively 'Parent/s') must also sign.**

*Cheley Colorado Camps contracts with organizations that are independent contractors (not employees or agents of Cheley Colorado Camps) 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 responsible for their conduct. Participants (and Parent/s) acknowledge that they may independently investigate and assess these organizations and activities, if they choose to do so.*

In consideration of the services of Cheley Colorado Camps, Inc., and its agents, owners, officers, directors, employees, representatives, 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 (participant, and Parent/s of a minor participant) acknowledge and agree as follows:**

**ACKNOWLEDGMENT AND ASSUMPTION OF RISKS**

Cheley outdoor educational, instructional and/or adventure activities (which may be scheduled or unscheduled, mandatory or optional or supervised or unsupervised) may include, but not be limited to hiking, backpacking, horseback riding, technical rock climbing (both indoors on artificial walls, and outdoors on natural rock), route-finding, camping, whitewater rafting, swimming, mountain biking, riflery, archery, low element challenge course activities, fishing, interactive games and other sporting activities, and transportation in vans and other vehicles to and from activities (referred to in this Document as 'activities'). **I (and my Parent/s, if I am a minor) acknowledge that these activities involve inherent and other risks, hazards and dangers (referred to in this Document as 'risks') that can cause injury, damage, death or other loss to participant or others. 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, fallen timber, stinging 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.

**Risks involved in horseback riding.** 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,** including, without limitation, the risk that a Cheley staff member, representative, 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 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 premises.** Campers engage in activities on Cheley grounds. Boulders, ruts, slippery walkways, ponds and other water sources, uneven ground or other conditions may exist in and around the grounds.

**The risk that equipment used** in an activity may be misused, or may break, fail or malfunction. Cheley requires use of helmets for some activities. Helmets may prevent or lessen head injuries in some instances; however, use of a helmet is not a guarantee of safety, and injury can occur even with the use of a helmet.

**Risks associated with cooking and camping.** Participants can cook over a gas stove or an open fire and are subject to the risk of gas explosion, scalding or other burns. Water may be contaminated and should be disinfected or boiled before use.

**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 safety.*

**Risks regarding conduct.** The potential that the participant, or other participants or third parties (e.g. driver, rescue squad, hospital) may act carelessly or recklessly.

**Other risks** generally associated with outdoor educational, instructional and/or adventure activities.

**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 hypothermia, hyperthermia, dehydration, frostbite, drowning, high altitude sickness, heart or lung complications, broken bones, paralysis, mental or emotional trauma, concussions or other injury, damage, death or loss.

I (participant and Parent/s of a minor participant) agree to accurately complete all required forms (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, regulations and other policies. I agree to review all Cheley information and materials received, and understand that Cheley representatives are available should I have further questions about these activities or the associated risks. If participant has any mental, physical or emotional conditions or limitations which might affect his/her ability to participate, I agree to disclose those to Cheley, and represent that participant is fully capable of participating without causing harm to him/herself or others. I understand that Cheley cannot assure participant's safety or eliminate any of these risks. **Participant is voluntarily participating with knowledge of the risks. Therefore, participant (and Parent/s of minors) assume and accept full responsibility for participant, for the inherent and other risks of these activities (both known and unknown) and for any injury, damage, death or other loss suffered by participant (and Parent/s of minors), 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 do not allow service providers to be released by their clients from liability for injuries or other losses occurring while operating under permit on those federal lands ('restricted federal lands'). Therefore, except to the extent federal policy may prohibit me from doing so on restricted federal lands, 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, or use of Cheley equipment, facilities or premises. **I understand that in signing this Document, I, my child, and anyone acting on my or my child's behalf, surrender our respective rights to 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 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, or use of Cheley 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, or using Cheley equipment, facilities or premises.

**This Release and Indemnity Agreement includes any losses caused or alleged to be caused, in whole or in part, by the negligence (but not the gross negligence or willful, wanton or criminal misconduct) of Cheley, and includes claim/s for personal injury or wrongful death (including claim/s related to emergency or medical response, assessment or treatment), property damage, products liability, breach of contract or any other claim.**

**CONCLUSION**

I (participant and Parent/s of a minor participant) agree that the substantive laws of Colorado (without regard to its 'conflict of laws' rules) govern this Document, any dispute I have with Cheley and all other aspects of my relationship with Cheley, and that any mediation, suit or other proceeding must be filed or entered into only in the State of Colorado, County of Larimer. I agree to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable Colorado mediator. Cheley reserves the right to dismiss any participant from the program that staff believes, in their discretion, presents a safety concern or medical risk, is disruptive, or otherwise conducts him/herself in a manner detrimental to the camp community. If participant is dismissed or departs for any reason, participant (and his/her family) 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 evacuation and costs. **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.**

**Participant and 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 minor children, spouse and other family members, and my heirs, executors, representatives and estate. One or both Parents must sign below if participant is under 18 years of age.**

Participant <b>Signature</b>	Date	<b>Print</b> name here
Parent or Guardian <b>Signature</b>	Date	<b>Print</b> name here
Parent or Guardian <b>Signature</b>	Date	<b>Print</b> name here