

Photo to Accompany Application of Prospective New Camper
\$500 Deposit Must Accompany Application

Application for **Heart O' the Hills Camp**

2430 Hwy 39, Hunt, TX USA 78024-3410
(830)238-4650 Fax: (830)238-4067



Selected One of America's Top Camps

INDICATE TERM

TERMS:

1st Regular Term (girls 6-16) ____ (6-16)
2nd Regular Term (girls 6-16) ____ (6-16)
Summer Term (girls 6-16) ____ (6-16)
Mini-Term (girls 6-11) ____ (6-11)

This will be my ____ summer at The Heart

Camper's full name _____ Name called or nickname _____

Camper date of birth _____ Age _____ Weight _____ Height _____
Month day year

School currently attending _____ Grade to be completed by camp _____ Church affiliation _____

Home address _____ Phone _____
street city state zip area code/number

Mailing address _____

Mother's name _____ Profession _____ Mom cell _____

Home phone _____ Home fax _____ Work phone _____ Work fax _____ e-mail _____

Father's name _____ Profession _____ Dad cell _____

Home phone _____ Home fax _____ Work phone _____ Work fax _____ e-mail _____

Does camper live with both parents? _____ If not, with whom _____ To whom should reports go _____

Is either parent deceased? _____ Is child affected (or likely to be affected) by any custody orders during camp session? Yes _____ No _____

Where did you learn about The Heart (be specific) _____

Family members who have attended The Heart? Names & years _____

Other camps previously attended and dates _____

Can camper swim _____ Play musical instrument? Yes _____ No _____ If yes, what _____

Names and ages of siblings _____

What does camper want to gain most from camp _____

What are parental objectives _____

Heart O' the Hills is an active camp; all campers are expected to take part in all activities unless for medical reasons. If there are any activities in which camper should not participate for medical reasons, list _____

Is there anything the counselor or camp office should know about camper? (medical, physical, emotional) _____

Is camper taking or likely to be taking any medication on a regular basis? *Yes ___ No ___ (*Ritalin, Cylert, etc., especially important for camp to be aware of) Has camper been on and stopped taking any behavior-altering drugs in the last 6 months? Yes ___ No ___

Heart O' the Hills Camp Camper/Parent Agreement

(including acknowledgment and assumption of risks and agreements of release and indemnity)

Please read this document carefully. It informs you of certain activities of Heart O' the Hills Camp and their risks, and affects your legal rights in the event of an injury or other loss. It must be signed by the Camper and by her parents or guardian (referred to below as "Parent"). Camper signs to acknowledge certain understandings, and Parent agrees to all provisions, for himself or herself and on behalf of the Camper. Permission is hereby granted for the Camp to use photographs, videos or other images of Camper for such purposes as the Camp deems appropriate, including promotion and market of the camp. This Agreement will continue in full force and effect for subsequent years and Camp terms for which Camper registers, until and unless modified by written agreement (*continues on back*).

Signed _____

Parent

Signed: _____

Camper Applicant

\$500 Deposit may be charged to:

VISA - Mastercard - Discover - American Express

Expiration Date _____

Printed Name of Cardholder _____

Deposit of \$500 must accompany application.; 80% of deposit refundable upon request by written correspondence until March 1 of year applied for.

Deposits non-refundable after March 1.

In consideration of the opportunity to participate in the Heart O' the Hills Camp experience, Camper acknowledges, and Parent acknowledges and agrees, as follows:

Activities and Risks

Camper and Parent understand that Heart O' the Hills Camp offers a variety of activities, including vigorous sports and games, water activities, equine activities, gym sports, field sports, target sports, exercise, fitness, co-ed dances and other activities, including crafts and creative projects. A list of the activities offered has been made available to us, and Camp activities are described, including photos, in the Heart O' the Hills Camp Brochure, which we have received and reviewed, either online or in print. A video of the Camp has also been made available for our viewing. We understand that all campers are expected to participate in all activities unless the Camp is advised in writing by a Parent that a medical condition prevents participation.

Risks of Camp activities are inherent in the Heart O' the Hills Camp experience; that is, they cannot be eliminated without significantly altering the nature of the activities and reducing their value and appeal. These risks include those associated with motor vehicle travel, including by van and bus; exposure to the elements of nature, including heat, cold, rain, wind, lightning and fire; falls and abrupt and forceful contact with man-made and natural structures; close personal contact and physical trauma associated with sports and other recreation; falls, bites and other risks associated with horseback riding; errors of judgment, failure to follow instructions, and careless conduct of other campers, staff and other persons with whom the Camp may contract for certain services; and other risks ordinarily associated with camp activities and vigorous recreation in a rugged outdoor environment. Campers may suffer cuts, fractures and sprains, insect, reptile and other animal bites, plant and other allergies, food and water related ailments, trauma from contact with other persons and objects, heat and cold from exposure to the natural elements, emotional upset and, in extraordinary cases, death, including by drowning. Other risks may be encountered, of course.

We understand that the areas of the camp to which campers have access include the Guadalupe River and river frontage, rocky, uneven and rugged wooded terrain, rock cliffs and creek beds, and potentially harmful plants, snakes and other creatures which sting or bite, all common to the Texas Hill Country. Camp activities may include travel off the premises to nearby towns and recreation opportunities in vehicles that may be furnished and/or driven by persons with whom the Camp has contracted for that purpose. The Camp accepts no responsibility for the performance of these drivers or their equipment.

Heart O' the Hills Camp is obligated by Texas law to provide to persons participating in equine (horse) activities, the following: "WARNING: Under Texas law (Chapter 87, Texas Civil Practice and Remedies Code), an equine professional is not liable for an injury to or death of a participant in equine activities resulting from the inherent risks of equine activities."

Acknowledgement and Assumption of Risks

Camper and Parent understand the activities and risks of the Camp experience, including those described above. Camper and Parent (Parent, for himself or herself and on behalf of Camper), acknowledge and assume all risks of Camper's enrollment and participation in the activities of Heart O' the Hills Camp, whether or not described above, and inherent or not.

Release and Indemnity

Parent, for himself or herself, and, to the maximum extent allowed by law, on behalf of the Camper, agrees:

a) to release, and not to sue, Heart O' the Hills Camp, its owners, directors, staff (including volunteers and visiting instructors and clinicians) and independent contractors (each hereinafter a "Released Party") with respect to any and all liability and claims, for property loss, personal injury, death or otherwise, arising in whole or part from Camper's enrollment or participation in Camp activities or presence on Camp premises.

b) to hold harmless and indemnify (meaning to protect and pay claims and damages, including costs and attorneys fees) the Released Parties and each of them from and against all claims, by whomever they may be brought (including family members, fellow-campers and others) arising in whole or part from a loss incurred by Camper or caused by Camper related to his or her enrollment or participation in Camp activities or presence on Camp premises.

c) These agreements of release and indemnity include, but not exclusively, claims based in whole or part on a Released Party's alleged or actual negligence (but not gross negligence or intentionally wrong conduct).

Other

a) Camp rules and expectations set out in the Camper/Parent Handbook must be strictly observed and Camper may be dismissed from Camp, and sent home, in the event of violations of these or other requirements of the Camp administration.

b) If Parent cannot be reached, or circumstances do not permit efforts to locate Parent, in a situation which the Camp considers a medical emergency, Camp directors are hereby granted permission to secure medical treatment for Camper, which may include (but is not limited to) hospitalization, surgery, ordering of injections, anesthesia and other medical care, including exchanging medical information with a third party care giver.

c) If a dispute arises between Camper or Parent and the Camp which cannot be resolved by agreement, Parent, for himself or herself and on behalf of the Camper, agrees to submit the dispute for mediation to a mediator registered with or otherwise recognized as such by the Courts of Kerr County, Texas, where such mediation shall be conducted.

d) Parent hereby gives permission to the Camp to use photographs, videos or other images of Camper for such purposes as the Camp deems appropriate, including promotion and marketing of the Camp.

e) The laws of the State of Texas (but not the laws that might apply the laws of another state) shall govern this agreement and all other disputes between Camper, Parent and the Camp or any other Released Party. Any suit that might be filed against the Camp or any Released Party must be filed only in Kerr County, Texas.

Camper and Parent have read this agreement carefully and understand its terms.

Signed: _____
Parent

Signed: _____
Camper applicant

Date: _____