

CAMP HUNTINGTON ENROLLMENT AGREEMENT

Must be signed and mailed to camp by June 1, 2010

This agreement ("Agreement") is entered into by and between Camp Huntington, Inc., a New York Corporation (hereinafter "Huntington"), operating as Camp Huntington, a licensed program which is described in the program materials that Sponsor has received previously and which is made a part of this Agreement by reference (the "Program") and _____ parent(s) and/or guardian(s) of the Camper (hereinafter the "Sponsors"). Sponsors' address is _____ and phone is: _____.

In consideration of the mutual promises set forth in this Agreement, Huntington and Sponsor (hereinafter the "Parties") mutually agree as follows:

1. **SPONSOR'S REPRESENTATIONS.** Sponsor warrants that Sponsor is the legal parent(s) and/or guardian(s), having legal custody, of the following child: _____ (full and preferred name), whose birth date is _____ (hereinafter the "Camper"), and that Sponsor desires to and does hereby contract with Huntington for the Camper's enrollment in the Program according to the terms and conditions of this Agreement. In entering into and performing under this Agreement, Huntington is relying on all representations and promises of the Sponsor contained or expressed in this Agreement and all other documents and information sheets from Sponsor to Huntington, and Sponsor expressly warrants the truth and accuracy of the same.

2. **ENROLLMENT OF THE CAMPER.** Upon Sponsor's initial payment of the _____ processing fee and completion of this Agreement, the Enrollment Application and all related documentation, and upon Huntington's execution of this Agreement, Huntington shall review the Camper conditionally for enrollment in the Program, subject to the terms and conditions of this Agreement. Sponsor acknowledges and agrees that Huntington's conditional acceptance of the Camper is subject to the personal evaluation and screening process conducted by Huntington. If the Camper satisfies Huntington's screening criteria, Huntington shall accept the Camper and, except as otherwise provided herein, permit the Camper to enter the Program. If the Camper fails to satisfy Huntington's screening criteria, Huntington will return the deposit.

Tuition or deposit is refundable only until May 1st, 2010, less a registration fee of \$550. No allowance shall be made for late arrivals or early departure of camper. Any camper who has great difficulty in adjusting to camp life or who proves to be a detriment to self or others may be discharged at the Director's discretion. Tuition refund for early departure of any kind is subject to a 50% pro-rated refund. Parents agree not to hold the camp responsible for program cancellation, and/or changes in opening or closing dates of camp, for any reason. The director, based on review of a child's needs during an interview, may assess extra attention fees, or for needs that arise during a camper's stay. Extra fee amounts are listed on our enclosed payment plans sheet. 1:2 Supervision required for any Seizure history.

3. **TERM OF AGREEMENT/CUSTODY.** Assuming the Camper is accepted into the Program, the term of this Agreement shall be a minimum of _____ beginning with the Camper's arrival in High Falls, New York, now anticipated on _____ (the "Arrival Date"). **On the Arrival Date, Sponsor shall transfer, by a Power of Attorney in the form received and executed by Sponsor, temporary custody of the Camper to Huntington for the duration of the Agreement, unless either party terminates this Agreement prior thereto by giving written notice to the other party pursuant to paragraphs 11A or 11B herein or until the Camper attains the age of eighteen (18), unless the Camper (a) has otherwise been placed in the custody of Huntington by a court of proper jurisdiction or (b) voluntarily consents in writing to remain in the Program for any period of time beyond said eighteenth (18th) birthday.**

4. PROGRAM COSTS AND PAYMENT TERMS.

Payment Plans and Schedules 2010 Season

- **Extra Attention Fees:** 1:2 - \$395 per week; 1:1 \$765 per week
- Regular Supervision of 1:3 is included in tuition. (Seizure history; 1:2 supervision required by NY State law.)
- **All Medication/Supplements Fees:** (different medications, or same med, different dosages, any vitamins, supplements): 1-3 per day: \$75 per week; 4 per day: \$95 per week; 5 per day: \$125 extra per week; 6-7 meds per day: \$195 extra per week; 8-9 per day: \$250 per week; 10 plus, please inquire.

- Extra Laundry fee: \$75 per week
- Credit Card Payments: please complete the attached credit card payment form, and fax to: 845-853-1172, Attn: Finance Manager

•2010 Registration – Payment Schedule

	<u>6 Weeks</u>	<u>3 Weeks</u>	<u>2 Weeks</u>	<u>1 Week</u>
Registration Fee	\$450	\$450	\$450	\$450
January 15, 2009	\$3500	\$1900	\$1250	\$545
March 1, 2009	\$3450	\$1800	\$1250	\$500
May 1, 2009	<u>\$3450</u>	<u>\$1800</u>	<u>\$1000</u>	<u>\$500</u>
Total	\$10,850	\$5950	\$3950	\$1995

The Breakdown:

Session	Dates	Cost	Check Choice
Full Season – 6 weeks	6/20 – 7/31/10	\$10,850	
Half Season Sessions:			
Session 1 – 3 weeks	6/20 – 7/11/10	\$5950	
Session 2 – 3 weeks	7/11 – 7/31/10	\$5950	
Session 3 – 2 weeks	8/1 – 8/14/10	\$3950	
Session 4 – 1 week	8/15 – 8/21/10	\$1995	
<i>Add a week, specify</i>			

In addition to our regular educational and work-training programs, you may wish to select optional activities and/or private tutoring. All additional academics are initiated and supervised by a licensed professional. The cost for each of the selections below is for full season, 1 session per week.

Additional Activities	Cost, weekly	Check Choice
Speech and Language Development	\$110.00	
<i>Occupational Therapy</i>	\$110.00	
Reading	\$110.00	
Mathematics	\$110.00	
Horseback Riding (1/2 inch heeled <u>boots</u> required)	\$110.00	
Weight Loss – Nutrition and Exercise Program	inquire	
Other Program – please request		

If Sponsor withdraws Camper before expiration of the period of enrollment without the recommendations of the Program Director, Sponsor understands and agrees that any amounts still owed by the Sponsor as part of this Agreement will become immediately due. Further, the Sponsor shall not be entitled to a refund of any amounts paid, nor shall there be a reduction in the obligation for basic charges or other expenses due from the Sponsor. The non-refundable payments made and the continuing obligation to pay any amounts due but not paid, reflects the recognition that certain costs associated with making the program available to the Participant are incurred, whether or not the program is completed, including such items as salaries, inventories, and other general operating expenses. Therefore, the Sponsor understands and agrees that the policy of non-refundable payments and expenses is a reasonable estimate of the losses (i.e.

Liquidated Damages) Huntington incurs with the early withdrawal of the Participant. Camper transcripts and other documentation will not be released until all financial obligations have been met.

C. **ADDITIONAL COSTS AND EXPENSES.** In addition to the Program fee, Sponsor agrees to pay for the following expenses of the Camper: transportation from the Camper's current residence to High Falls, New York and return transportation to the Camper's current residence; food and lodging expenses for any holding period before commencement of the Program and/or after completion of the Program; medication packaging; all medical, dental, hospital, and related expenses incurred by or for the Camper and all required personal items specified in the Camper clothing list. Sponsors are also responsible for any additional escort fees required for transporting Camper to and/or from the Program to another location (i.e. airport, doctor's appointment or special event).

D. **PERSONAL INJURY AND DAMAGE TO PROPERTY.** Sponsor agrees to accept full responsibility for (1) the repair or replacement of any property damaged, defaced, or destroyed by the Camper, whether owned, leased, or controlled by Huntington or any third party, and (2) any personal injury to any Huntington personnel, other Campers or third parties caused, in whole or in part, by the Camper; and to promptly reimburse Huntington for any costs and expenses, including legal fees, it may incur in connection therewith.

E. **RUNAWAY EXPENSES.** In the event the Camper runs away from the Program, Huntington will make every reasonable effort to find the Camper and return the Camper to the Program or to the Sponsor. An accounting of the expenses incurred by Huntington in finding and returning the Camper will be made to the Sponsor who agrees to accept full responsibility for any and all such costs and expenses, and to pay the same within seven (7) days of the Sponsor's receipt of said accounting.

F. **LOSS OR DAMAGE TO CAMPER'S PROPERTY.** Huntington is not liable for any loss of or damage to any of the Camper's property. The Camper is fully responsible for the same at all times.

G. **SUBCONTRACTING.** Sponsor agrees and consents to Huntington subcontracting certain services to be rendered under this Agreement to persons or entities deemed by Huntington to be properly qualified to provide said services, at no additional cost to Sponsor unless otherwise agreed to by both parties. Huntington is not responsible for the services provided by such third-party contractors and is hereby released from any liability arising from such services. All clinicians furnishing services to the Camper, including any psychiatrists, psychologists, mental health professionals, or internists or the like, are independent contractors with the client and are not employees of Huntington. The Camper is under the care and supervision of his/her attending clinician and it is the responsibility of the Camper's clinician to obtain the Sponsor's informed consent, when required, for medical, surgical, or psychiatric treatment, special diagnostic or therapeutic procedures, or other services rendered the Camper under the general and special instructions of the clinician.

H. **NURSING CARE.** Huntington provides only general nursing care unless, upon orders of the Camper's physician, the Camper is provided more intensive nursing care. If the Camper's condition is such as to need the service of a special duty nurse, it is agreed that such must be arranged by the Sponsors. Huntington shall in no way be responsible for failure to provide the same and is hereby released from any and all liability arising from the fact that Camper is not provided with such additional care.

5. **ASSUMPTION OF RISKS; RELEASES AND INDEMNITIES.** Sponsor acknowledges serious hazards and dangers, known and unknown, inherent in the Program, including but not limited to ranch, agricultural and vocational activities, emotional and physical injuries, illness or death that may arise from strenuous hiking, climbing and camping in a natural environment, exposure to the elements, plants and animals, running away from the Program, "acts of God" (nature), the ropes course, kayaking, rafting, water sports, stress, involvement with other Campers, self-inflicted injuries, and transportation to and from the Program's field location(s). Sponsor understands that in participating in the Programs Camper will be in locations and using facilities where many hazards exist and is aware of and appreciates the risks which may result. Sponsor understands that accidents occur during such activities due to the negligence of others which may result in death or serious injury. Sponsor and Camper are voluntarily participating in the Programs with knowledge of the dangers involved and agree to accept any and all risks.

In consideration for being permitted to participate in the Programs, Sponsor agrees to not sue, to assume all risks and to release, hold harmless and indemnify Huntington and any and all of its predecessors, successors, officers, directors, trustees, insurers, employees, managers, agents, volunteers, community organizations, administrators, heirs, attorneys, executors, assigns and/or related or affiliated business entities including, but not limited to, Aspen Education Group, Inc. (Collectively all of the above persons and entities shall be referred to as the "Released Parties" hereafter) who, might otherwise be liable to Sponsor or Camper under theories of contract or tort law. Notwithstanding the aforementioned in cases of negligence, gross negligence or carelessness on the part of Released Parties sponsor retains all rights under theories of contract or tort law.

Sponsor intends by this Waiver and Release to release, in advance, and to waive his or her rights and discharge each and every one of the Released Parties, from any and all claims for damages for death, personal injury or property damage which Sponsor may have, or which may hereafter accrue as a result of Camper's participation in any aspect of the Programs. Notwithstanding the aforementioned in cases of negligence, gross negligence or carelessness on the part of Released Parties sponsor retains all rights under theories of contract or tort law and this Waiver and Release do not apply.

Camper is physically capable of participating in the Programs, and his or her medical care provider has approved his or her participation. If Sponsor is aware that Camper is under treatment for any physical infirmity, ailment or illness, Camper's medical care provider knows of and has approved Camper's participation in the Programs. Sponsor acknowledges that Sponsor, and Sponsor alone, is solely responsible for Camper's personal health and safety, and the personal property

Camper brings with him or her. Sponsor acknowledges that the medical insurance information Sponsor has provided on the Medical Form is current and complete and that Sponsor is solely responsible for procuring and maintaining all medical insurance Sponsor deems necessary and that the Released Parties have recommended that Sponsor procures and/or maintains medical insurance. Sponsor accepts full responsibility for any costs incurred for medical treatment due to failure to procure or maintain insurance, or providing outdated or falsified insurance information. Sponsor understands that it is ultimately Sponsor's responsibility to provide payment to any hospital/emergency response technicians/emergency transport company that may provide services to Camper as a result of injury/illness during the Programs.

Sponsor agrees that this Release extends to all claims of every nature and kind whatsoever, and hereby expressly waives all rights under California Civil Code section 1542 which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Sponsor agrees to indemnify the Released Parties from any and all actions, causes of action, claims, demands, damages, costs (including attorneys' fees), expenses, liabilities and charges, known or unknown (the "Liabilities") arising out of or in connection with claims and/or actions relating to or brought by or on behalf of Camper, including, without limitation, claims related to or arising out of the Minor's participation in the Program Notwithstanding the aforementioned in cases of negligence, gross negligence or carelessness on the part of Released Parties sponsor retains all rights under theories of contract or tort law and nullifies the indemnification of Released Parties. **Initials:** _____.

6. **AUTHORIZATION FOR MEDICAL CARE AND RECORDS.** In the event of an accident, injury, illness, or other medical necessity, Sponsor hereby authorizes Huntington to: (a) provide emergency first aid to the Camper in the field and en route to any hospital or clinic, (b) arrange for any medical, dental, psychiatric, hospital, ambulance or other health-related care for the Camper deemed necessary by Huntington's staff; and (c) authorize a physician, dentist or other health-care professional(s) to perform any procedure(s) that the health-care professional(s) deems necessary for the well-being of the Camper. All costs and expenses incurred for these services shall be the sole responsibility of the Sponsor. Sponsor also authorizes any and all medical doctors, psychiatrists, psychologists, counselors, therapists, hospitals, clinics and treatment centers that have treated or counseled the Camper, and whose names Sponsor shall provide to Huntington, to release all information regarding the Camper's medical and/or psychological history, diagnoses and treatments to Huntington upon request.

7. **AUTHORIZATION FOR SEARCH AND SEIZURE.** Sponsor hereby authorizes Huntington personnel to search the person and personal effects of the Camper at any time. Huntington is further authorized to confiscate any and all items deemed by Huntington to be contraband or counterproductive to the Camper's successful completion of the Program. The disposition of all items confiscated by Huntington Huntington shall be left to the sole discretion of Huntington.

8. **AUTHORIZATION FOR RESTRAINT.** Sponsor does not authorizes Huntington personnel to physically restrain, control and detain the Camper by the exercise of necessary restraints when deemed necessary by Huntington, except in the case of the Camper jeopardizing the Camper's own safety or the safety of others. In the event that Huntington is required to physically restrain the Camper it must be no more than physically holding the camper until the Camper has calmed down. In the event of a runaway, all appropriate law enforcement agencies or security personnel of any federal, state, county or municipal entity are hereby directed to detain and retain custody of the Camper until Sponsor or any personnel of Huntington arrive, at which time Huntington personnel may re-obtain control of the Camper or authorize continued custody by the law enforcement agency until travel is arranged for the Camper's return home.

9. **PHOTOGRAPHIC/AUDIO RECORDING AUTHORIZATION.** Sponsor hereby authorizes Huntington to take and utilize the voice, photographs and/or videotapes or audiotapes of the Camper during the Program, without any compensation to Sponsor or the Camper. Sponsor understands and agrees that these photographs and tapes of Camper's acts, poses, plays, faces, person, likeness and appearance of any and all kinds and/or recording of voices (with the right to "dub" the voice of another in place of Camper's) may be used in preparing promotional literature or publicity and tapes for Huntington in any medium, together with instrumental, musical, and other sound effects provided by Huntington. Sponsor waives his or her and Camper's rights of publicity in connection therewith.

10. **RESEARCH AUTHORIZATION.** Sponsor hereby authorizes Huntington to use data from the Camper's records, tests, and assessments for purposes of ongoing research, provided that the Camper's name and identity will be kept confidential and not used in any published materials.

11. EARLY TERMINATION/LIQUIDATED DAMAGES.

A. **TERMINATION BY HUNTINGTON.** Huntington reserves the right to terminate this Agreement at any time due to: (i) failure of Sponsor to pay any amounts due under paragraph 4; (ii) illegal, uncontrollable, or dangerous behavior by the Camper; (iii) discovery of any unprompted or previously unknown physical, medical, mental, or emotional problem(s) of the Camper; or (iv) for any other reason if Huntington deems it necessary for the protection of the Camper, any other Camper(s) or the integrity of Huntington Program. **In the event of any such termination by Huntington after the Camper has been accepted into the Program, neither Sponsor nor Camper's insurer shall be entitled to a refund of any part of the Program fee or tuition.** However, in the sole discretion of Huntington, except in the case of termination under paragraph 11A (i) above, the Camper may participate in a subsequent Program if the condition(s) that led to the Camper's prior termination has been resolved to Huntington's satisfaction, with a credit, to be determined by Huntington in its sole discretion, against the Program fee for prior Program fee payments.

B. **WITHDRAWAL BY SPONSOR.** In the event Sponsor or any authorized third party, after the Camper's arrival date, withdraws the Camper for any reason prior to the end of the Program, or if the Camper decides to leave the Program after the Camper's eighteenth birthday, neither Sponsor nor the Camper's insurer shall be entitled to a refund of any part of the Program fee or tuition. However, in the sole discretion of Huntington, the Camper may participate in a subsequent program if the condition(s) that led to the Camper's prior withdrawal has been resolved to Huntington's satisfaction, with some appropriate credit, to be determined by Huntington in its sole discretion, for prior Program fee payments.

C. **LIQUIDATED DAMAGES.** Huntington's entitlement to and retention of the entire tuition payable in advance under this Agreement in the event of an early termination or withdrawal is not considered by either of the Parties to be a penalty for early withdrawal of the Camper. Because of Huntington's fixed costs, the impossibility of filling the Camper's position once the Program is underway, and the difficulty of estimating and recovering Huntington's losses caused by the Camper's early termination or withdrawal, the Parties agree that this non-refundable Program fee policy constitutes a fair and reasonable estimate of Huntington's losses (i.e., liquidated damages) associated with any early termination or withdrawal of the Camper from the Program.

12. **SPONSOR EDUCATION PROGRAM AND COOPERATION.** Sponsor agrees to attend any seminars for parents and guardians of the Campers conducted by Huntington during the Program, and to give Sponsor's full cooperation to Huntington personnel throughout the Program, in order to maximize the benefits of the Program for the Camper and the Sponsor. Sponsor also agrees to read any educational materials and watch any video programs sent to Sponsor by Huntington, and to fill out and return to Huntington any interactive educational materials, while the Camper is in the Program.

13. **ESCORTS.** If an escort is required to bring the Camper to High Falls, New York for the Program, Sponsor agrees that any escort or escort service used by Sponsor, whether or not Sponsor is referred to the escort by Huntington, is in all respects an independent contractor contracting directly with Sponsor. Sponsor agrees that Huntington bears no responsibility of any kind for any such escort service or the negligence or failure thereof.

14. **HEALTH INSURANCE.** Sponsor warrants that the Camper is presently covered, and will for the duration of the Program be covered, by adequate health insurance covering claims that may arise in connection with any accident, injury or illness that the Camper may suffer or incur during the Program. Whatever deductibles or coverage exclusions may apply in a given case shall be satisfied entirely by Sponsor. Camper must provide proof of insurance prior to enrollment.

15. **EMANCIPATION.** Sponsor warrants that the Camper is a minor, both by age and as a matter of law that the Camper does not qualify under the law as an "emancipated minor and that the laws of the Camper's state of residence permit Sponsor to place the Camper in the Program without the Camper's consent.

16. **DELAYED PERFORMANCE.** Except for the obligation to make payments when due hereunder, all other obligations under this Agreement shall be suspended for so long as one or both Parties hereto are prevented from performing hereunder by acts of God/nature, the elements, acts of federal, state or local governments, agencies or courts, damage to or destruction or unavoidable shutdown of necessary facilities, or other matters beyond their reasonable control; provided, however, that any party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof and shall exercise due diligence to remove and overcome the cause of such inability to perform as soon as practicable.

17. **ATTORNEY'S FEES.** In the event that either party is found in default or material breach of any specific promise, term or condition expressly set forth in this Agreement by an arbitrator(s) or a court of competent jurisdiction, said party shall be liable to pay all reasonable attorneys' fee, court costs and other related collection costs and expenses incurred by the other party in enforcing its contractual rights hereunder in said arbitration and/or court proceeding(s). In addition, Sponsor agrees to compensate Huntington for all reasonable attorneys' fees and costs incurred by Huntington in connection with those matters concerning which Sponsor has agreed to pay or indemnify Huntington hereunder, including without limitation the provisions of paragraphs 1, 4, 5, 6, 7, 8, 11, 12, 13, 14, and 27 herein. Sponsor agrees to pay a late charge of one and one-half percent (1½ %) per month on all billings not paid in accordance with this Agreement.

18. **NOTICES.** Any and all notices, payments, reports and other correspondence required hereunder shall be deemed to have been properly given or delivered when made in writing and delivered personally to the party to whom directed, or when sent by United States mail with all necessary postage or charges fully prepaid, and addressed to the party to whom directed at its below specified address (or a new address after written notice of such change is given to the other party).

Huntington, Inc.

c/o Aspen Education Group, Inc.

17777 Center Court Dr.

Cerritos, CA 90703

PARENT'S NAME: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

19. **AMENDMENTS.** This agreement may be amended at any time upon mutual agreement of the parties hereto, but any amendment(s) must first be reduced to writing and signed by both parties in order to become effective.

20. **WAIVER.** A waiver by any party of any provision hereof, whether in writing or by course of conduct or otherwise, shall be valid only in the instance for which it is given, and shall not be deemed a continuing waiver of said provision, nor shall it be construed as a waiver of any other provision hereof.

21. **PARAGRAPH HEADING.** The paragraph headings of this Agreement are inserted only for convenience and in no way define, limit or describe the scope or intent of this Agreement nor affect its terms and provisions.

22. **GOVERNING LAW / VENUE.** This Agreement, and all matters relating hereto, including any matter or dispute arising between the parties out of this Agreement, tort or otherwise, shall be interpreted, governed, and enforced according to the laws of the State of California; and the Parties consent and submit to the exclusive jurisdiction and venue of the California Courts in Los Angeles County, California, and any qualified (American Arbitration Association-approved) arbitration service in the State of California, County of Los Angeles, to enforce this Agreement. The parties acknowledge that this agreement constitutes a business transaction within the State of California.

23. **SEVERABILITY.** In the event that any provision of this Agreement, or any operation contemplated hereunder, is found by a court of competent jurisdiction to be inconsistent with or contrary to any law, ordinance, or regulation, the latter shall be deemed to control and the Agreement shall be regarded as modified accordingly and, in any event, the remainder of this Agreement shall continue in full force and effect.

24. **NUMBER.** As used in this Agreement, the term "Sponsor" shall include all Sponsors, being the parent(s) and/or guardian(s) executing this Agreement; and singular pronouns shall include the plural and plural pronouns shall include the singular, whenever the context so requires.

25. **ACKNOWLEDGMENT/ENTIRE AGREEMENT.** Sponsor hereby acknowledges that Sponsor has read this Agreement and that Sponsor understands and consents to all of its provisions; that this Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; and that all other prior agreements, promises, expectations and conditions, oral or written, between the parties are incorporated herein. Other than the express commitments set forth in this Agreement and the Program description, Huntington gives no warranties of any kind, express or implied, to either the Sponsor or the Camper concerning the Program; and Sponsor acknowledges that Sponsor is not relying on any warranties or representations of any kind other than the express commitments of Huntington set forth herein.

26. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.

27. **RELEASE OF INFORMATION.** The parties authorize the release of the Camper's information via E-mail, Internet technology, voice mail or US mail. While every effort will be made to maintain confidentiality, Huntington accepts no responsibility for the mistransmission that could result in information becoming available to someone other than the intended receiver.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

Date:

Sponsor (father/guardian)

Date:

Sponsor (mother/guardian)
Accepted:

Date:

Camp Huntington, INC.