

## **CAMP GESHER TERMS AND CONDITIONS - BRIEF**

Parents/guardians must read and agree to Camp Gesher's Terms and Conditions. The Terms and Conditions describe the information required to be submitted as part of the registration process, fees and payments, refunds, discipline and disputes, dismissal of a camper, privacy and confidentiality, liability and indemnification, and other terms and conditions for registration in a Camp Gesher program.

Parents/guardians acknowledge that they have read the Terms and Conditions and understand it, that they have submitted their application for registration voluntarily, and that agreeing to the Terms and Conditions is to be binding upon themselves, their heirs, their spouses, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

Parents/guardians acknowledge that they have read the [Camper Code of Conduct](#) and reviewed it with their camper. Parents/guardians acknowledge that campers agree to adhere to the behavioural standards described in the Camper Code and recognize that failure to do so may result in discipline and/or dismissal from the program at the parent/guardian's expense.

Parents/guardians acknowledge that they have read the [Parent Code of Conduct](#). Parents/guardians agree to adhere to the behavioural standards described in the Code and recognize that failure to do so may result in the dismissal of their camper at the parent/guardian's expense.

\_\_\_\_\_  
Name of Parent or Guardian (print)

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Date

# CAMP GESHER TERMS AND CONDITIONS - FULL

Definitions	3
Introduction	3
Registration Process	3
Application and Required Documents	3
Medical Information	4
Acceptance	4
Fees and Payments	5
Fees	5
Cancellations and Withdrawals	5
Late Arrivals and Early Departures	5
Discounts and Subsidies	6
Refunds	6
Discipline and Dispute Resolution	6
Camper Discipline	6
Disputes with Camp Gesher	6
Dismissal of Camper	7
Health and Safety	7
Privacy and Confidentiality	7
Personal Information	7
Image Consent	8
Personal Property	8
Technology	8
Lost and Broken Items	8
Programming	9
Expectations	9
Food	9
Transportation	9
Communicating With Campers	9
Adaptive Programming	9
Restructure and/or Cancellation of Program or Activities	9
Liability and Indemnification	10
Questions and Support	10

## DEFINITIONS

In these Terms and Conditions, these words have the following meanings or definitions:

- a) “*Camp Gesher*” – the organization that runs Camp Gesher program
- b) “*Camp Gesher staff member*” – Includes the *madrachimot* (counselors) and the professional staff of Camp Gesher
- c) “*camper*” - the *chanichol* or participant in a Camp Gesher program
- d) “*parent/guardian*” – the individual or individuals who can legally authorize the participation of their camper in a Camp Gesher program
- e) “*program*” – a program/session/camp hosted by Camp Gesher
- f) “*sign*” – includes signing in writing as well as executing via digital signature or online acknowledgement using a checkbox or other agreement mechanism

## INTRODUCTION

Parents/guardians and their campers must be aware of and agree to these Terms and Conditions prior to registering for a Camp Gesher program. These Terms and Conditions describe rights and legal responsibilities and constitute the basis of the relationship between Camp Gesher and parents/guardians and their campers.

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

## REGISTRATION PROCESS

### ***Application and Required Documents***

During the registration process, parents/guardians must provide the following information

- Parent/guardian: names, relationship with camper, contact information, place of employment, alternate contact information, and emergency contacts
- Camper: name, age, gender identity, contact information

Additional information may be required at the request of Camp Gesher.

Camp Gesher does not communicate or interact separately with multiple parent/guardians of the same camper, unless both parent/guardians are specifically listed on the camper’s application form. Camp Gesher will only communicate with the parent/guardian(s) listed on the application form as the primary contact.

Parents/guardians and campers must agree to adhere to the Camper Code of Conduct (the “Camper Code”) and Parent Code of Conduct (the “Parent Code”). Parents/guardians agree to review the Camper Code with their camper prior to registration. The Camper Code describes behavioural expectations for campers. Failure to adhere to the Camper Code may result in the camper being dismissed from the program at the expense of the parent/guardian.

Parents/guardians must agree to adhere to the Parent Code of Conduct (the “Parent Code”). The Parent Code  
Camp Gesher 2020-06-29

describes behavioural expectations for parents/guardians. Failure to adhere to the Parent Code may result in the camper being dismissed from the program at the expense of the parent/guardian.

### ***Medical Information***

Camp Gesher requires parents/guardians to submit medical information about their campers. Medical information will be kept confidential (see: [PRIVACY AND CONFIDENTIALITY](#)). Medical information that must be provided includes:

- Immunizations
- Allergies
- OHIP Number
- Medical Conditions

Additional information may be required at the request of Camp Gesher.

Parents/guardians must indicate if their camper has a medical condition that may or will require the administration of medication (either by the camper or by a Camp Gesher staff member) during the duration of the program. The parent/guardian agrees to provide instructions for the administration of this medication and authorizes Camp Gesher's staff members to act pursuant to those instructions.

Parents/guardians must indicate if their camper has a medical or behavioural issue that may or will require administration of medication or specialized support from a Camp Gesher staff member. The parent/guardian agrees to provide instructions for the administration of medication and/or the specialized support and authorizes Camp Gesher's staff members to act pursuant to those instructions.

Parents/guardians of campers who do not have an OHIP number must provide alternate proof of medical insurance for their camper and/or sign a declaration indicating that they are solely responsible for any medical expenses incurred by their camper during the duration of the program.

Parents/guardians may be required to sign a declaration indicating that their camper is not ill prior to attending the program. Parents/guardians may also be required to provide a recent medical note from a physician indicating that the camper is in good health and physically able to participate in the program's activities.

Parents/guardians agree that Camp Gesher may dismiss a camper from the program if the medical information provided by the parent/guardian is incomplete or inaccurate (see: [DISMISSAL OF CAMPER](#)).

### ***Acceptance***

At its discretion, Camp Gesher may acknowledge that an application for registration has been submitted. Acknowledgement of an application does not imply or guarantee acceptance into a program.

Camp Gesher is not required to accept any application and may deny registration for any reason, or no reason, at its discretion. Camp Gesher is not required to provide reasons to parents/guardians for not accepting an application for registration.

Generally, Camp Gesher will accept applications for registration on a 'first come, first served' basis. Camp Gesher is not required to accept applications in this manner and may, for any reason, deviate from this procedure.

Acceptance into a Camp Gesher program is not confirmed until the parent/guardian receives explicit written

verification from Camp Gesher.

## **FEES AND PAYMENTS**

### ***Fees***

Camp Gesher's fees are listed on Camp Gesher's website here: <https://www.campgesher.com/dates-rates>

When applicable to the program, fees include group transportation to and from Camp Gesher, room and board, meals, facilities, program expenses, infirmary services, laundry services, souvenir camp t-shirt and souvenir camp photo.

Parents/guardians agree to pay fees pursuant to the fee schedule that Camp Gesher provides each parent/guardian at the date of registration. Applications for registration must be accompanied by a deposit of a specific amount determined by Camp Gesher. If the deposit payment is made by cheque, postdated cheques for the balance of the fees owing must also be submitted. If deposit payment is made by e-transfer, Camp Gesher will provide a written payment schedule to the parent/guardian outlining when the balance of payments must be made.

Camp Gesher will provide clear statements of charges made and payments received in either digital or written form.

If full payment has not been received by Camp Gesher on the final payment date indicated by Camp Gesher, interest of 25% per annum will be charged on unpaid balances. NSF cheques or invalid credit cards numbers are subject to a \$100.00 service charge and subsequent payments must be made by certified funds.

Parents/guardians are responsible for payment of the following extra charges: charges for property damage, additional transportation including escort costs, emergency transportation, transportation costs in the case of camper dismissal (see: "[DISMISSAL OF CAMPER](#)"), special medical drug and dental fees, special dietary requirements (see: [FOOD](#)), and special pre-arranged care expenses. Parents/guardians agree to pay the cost of any medical attention or special medication that may be required for their camper.

### ***Cancellations and Withdrawals***

After registering and submitting fees, but before the camper attends the program, parents/guardians may cancel their registration by contacting Camp Gesher. Depending on the date and circumstances of the cancellation Camp Gesher, at its sole discretion, may determine whether or not to provide a full refund, pro-rated refund, or no refund to the parent/guardian. Terms and conditions for refunds for each Camp Gesher program will be published on Camp Gesher's website. [[link](#)]

Parents/guardians may withdraw their camper, who is currently attending a program, at any time and for any reason. Depending on the date and circumstances of the withdrawal Camp Gesher, at its sole discretion, may determine whether or not to provide a full refund, pro-rated refund, or no refund to the parent/guardian. In the case of withdrawals, parents/guardians will be responsible for any expense incurred for the camper's transportation home.

### ***Late Arrivals and Early Departures***

During registration, parent/guardians may submit a request to Camp Gesher for their camper to arrive at the Camp Gesher 2020-06-29

program after it has started or to leave the program prior to its end. In these cases, parents/guardians will be responsible for the entire cost of registration. Special transportation for the camper may be offered by Camp Gesher at additional cost to the parent/guardian.

### ***Discounts and Subsidies***

From time to time, Camp Gesher offers discounts on fees. The terms of these discounts will be published and distributed on Camp Gesher's website. Camp Gesher will confirm all discounts claimed and received in writing. Early-bird discounts will be forfeited if payment-in-full is not received by Camp Gesher on or before the date(s) specified by Camp Gesher.

From time to time, Camp Gesher may offer subsidies of other forms of financial assistance. Applications for subsidies or financial assistance may be made by parents/guardians pursuant to terms specified by Camp Gesher. Camp Gesher may withdraw any offer for a subsidy or for financial assistance at any time.

### ***Refunds***

As described in these Terms and Conditions, full and/or partial refunds may be offered to parents/guardians in the following circumstances:

- Cancellations prior to the camper attending the program
- Withdrawals from the program after the camper has started to attend
- Camp Gesher dismisses the camper from the program
- Camp Gesher cancels or significantly restructures a program

Camp Gesher, at its sole discretion, may determine whether to issue a refund and/or the amount of the refund. Refunds will be issued by cheque or by other means at the discretion of Camp Gesher.

## **DISCIPLINE AND DISPUTE RESOLUTION**

### ***Camper Discipline***

Parents/guardians agree that campers may be disciplined if they fail to adhere to the Camper Code of Conduct, disobey instructions from Camp Gesher staff members, or act in a manner that jeopardizes their own safety, the safety of other campers, or the implementation of a Camp Gesher program or its activities.

Discipline of campers can range from removal of privileges (such as not participating in an activity or going to bed early) to the dismissal of the camper from the program (see: [DISMISSAL OF CAMPER](#)).

### ***Disputes with Camp Gesher***

The resolution of any and all disputes arising from parent/guardian or camper experiences with Camp Gesher including but not limited to Camp Gesher's health care staff, Camp Gesher's agents, delegates, volunteers, employees and Directors, shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

The Courts of the Province of Ontario shall have exclusive and preferential jurisdiction to entertain any complaint, demand, claim, proceeding, or cause of action whatsoever arising from parent/guardian and camper experiences with Camp Gesher including but not limited to treatment given to a parent/guardian or a camper by

Camp Gesher health care staff, or Camp Gesher's agents, delegates, or employees. Parents/guardians and campers agree that if they commence any such legal proceedings, that they will do so only in the Province of Ontario.

## **DISMISSAL OF CAMPER**

Camp Gesher may decide, for any reason or for no reason, to dismiss a camper from the program. In these cases, Camp Gesher will refund fees and payments to the parent/guardian on a pro-rated basis and will be responsible for any expense incurred for the camper's transportation home.

Notwithstanding the above, Camp Gesher may decide, at its sole discretion, to dismiss a camper from the program due to the camper's violation of the Camper Code of Conduct or due to a behavioural issue, or due to a parent/guardian's violation of the Parent Code of Conduct. In these cases, Camp Gesher may decide not to refund any fees or payments and the parent/guardian agrees that they are responsible for any expense incurred for the camper's transportation home.

When a camper is dismissed or withdrawn from the program, Camp Gesher will only release a camper to the parent/guardian or to another person authorized by the parent/guardian.

## **HEALTH AND SAFETY**

Parents/guardians agree that Camp Gesher's health care staff are authorized to share complete information on the medical status and health of their camper with senior staff and counselors.

Parents/guardians authorize Camp Gesher's staff members to proceed with appropriate medical care for their camper as required in the event the parent/guardian (and/or emergency contact) cannot be reached within a reasonable period of time. Parents/guardians authorize the transportation of their camper to required medical care in vehicles driven by Camp Gesher staff members.

Parents/guardians authorize Camp Gesher staff members to provide routine health care and seek emergency medical treatment for their camper as necessary.

Parents/guardians authorize Camp Gesher medical staff to administer medications prescribed for their camper, including medications that the camper brings to Camp Gesher, those listed as medications the camper is currently taking, and over-the-counter medications needed in the care and treatment of the camper.

In case of a camper's medical emergency, parents/guardians authorize the physician selected by Camp Gesher to hospitalize, secure proper treatment for, and to order injection, anesthesia or surgery for the camper. Every effort will be made by Camp Gesher to immediately contact the camper's parent/guardian in the event of any such emergency.

Parents/guardians may find further information about the health and safety of Camp Gesher on the [website](#).

## **PRIVACY AND CONFIDENTIALITY**

### ***Personal Information***

Parents/guardians agree to allow Camp Gesher to collect and use personal information about the parent/guardian and the camper for the purpose of receiving communications and for other purposes described in these Terms and Conditions.

Camp Gesher will not disclose any information collected about a parent/guardian or a camper to any third-party for any reason not described in these Terms and Conditions. Information collected from parents/guardians and campers will be stored securely by Camp Gesher and will not be accessible by anyone who does not require that information to implement Camp Gesher's activities or programming.

Notwithstanding the above, Camp Gesher may disclose information collected from parents/guardians and campers if the use of the information is clearly in the individual's interest and/or in emergency situations that threaten the individual's life, health or security. Camp Gesher may also disclose information collected from parents/guardians to a collection agency, lawyer, or government or investigative body if the parent/guardian owes a debt to Camp Gesher or has initiated (or is subject to) a legal proceeding involving Camp Gesher.

### ***Image Consent***

Parents/guardians grant permission to Camp Gesher to photograph and/or record the camper's image and/or voice on still or motion picture film and/or audio tape, and to use this material to promote Camp Gesher through newsletters, websites, social media, television, film, radio, print and/or display form. Parents/guardians understand that they waive any claim to remuneration for use of audio/visual materials used for these purposes.

Parents/guardians understand that they may withdraw the consent described in this section of the Terms and Conditions at any time by contacting Camp Gesher. Camp Gesher will advise the implications of such withdrawal.

## **PERSONAL PROPERTY**

### ***Technology***

Parents/guardians and campers agree with the provisions in the Camper Code of Conduct that are related to screens and technology. Camp Gesher prohibits the use of any electronic device that can be used for the purpose of communication (with or without data or Wi-Fi accessibility). Electronic devices include cellphones, laptops, tablets, smartwatches, and other communication or video game devices with screens. Campers are not permitted to possess any device that is capable of texting, social media communication, or logging on to the internet. Ipods, MP3 players, regular watches, video game devices and other electronic devices that cannot be used for the purpose of communication.

Parents/guardians and campers agree that any electronic communication device a camper brings to the program will be confiscated and returned at the end of the program. Camp Gesher assumes no liability for confiscated electronic devices.

### ***Lost and Broken Items***

Camp Gesher accepts no responsibility for loss or damage to a camper's property (such as clothing, equipment, personal effects or money) incurred during the program or while in transit. Camp Gesher recommends that audio equipment, money, and items with significant material or sentimental value not be brought to Camp Gesher. Although every effort is made to return lost or misplaced items, Camp Gesher cannot be held responsible for a camper's misplaced, lost or stolen property.

## **PROGRAMMING**

Camp Gesher is an accredited member of the Ontario Camping Association (“OCA”). Camp Gesher’s programming complies with or exceeds the [OCA’s standards](#).

### ***Expectations***

Campers who attend Camp Gesher are expected to participate in all of the program’s activities. Campers may be required to participate in programs or mandatory canoe and/or field trips. Campers who refuse, for whatever reason, to participate in required activities will be dismissed from the program (see: [DISMISSAL OF CAMPER](#)).

### ***Food***

Parents/guardians may request that their camper be provided meals for a specific diet. Catering to these diets are approved on a case-by-case basis and may incur additional charges.

### ***Transportation***

Parents/guardians acknowledge that some of the program’s activities may take place off-site or away from the main campground area. Parents/guardians agree that their camper may be transported to and from these off-site activities.

### ***Communicating With Campers***

Parents/guardians are permitted to send regular letter mail, emails or care packages to their camper. In an emergency or special circumstance, parents/guardians may contact Camp Gesher to relay information to their camper.

A helpful [FAQ for parents/guardians](#) is available on the Camp Gesher website:

### ***Adaptive Programming***

At its discretion, Camp Gesher may offer adaptive programming for campers with physical or developmental disabilities. Camp Gesher understands that it has legal responsibilities to accommodate campers with disabilities up until the point of undue hardship. Camp Gesher therefore offers options for adaptations to its programming to comply with its legal responsibilities. Parents/guardians of campers who may require adaptive programming are required to contact Camp Gesher prior to the registration of their camper to describe the Camper’s needs and discuss options for adaptations to programming.

### ***Restructure and/or Cancellation of Program or Activities***

From time to time, for reasons beyond its control, Camp Gesher may be required to cancel or restructure pre-advertised programming, activities, or the entire program. When restructuring a program or activities, Camp Gesher will aim to provide equal or superior programming for campers at no additional cost to parents/guardians.

In cases where Camp Gesher must cancel significant pre-advertised activities or the entire program, Camp Gesher will refund fees paid by the parent/guardian commensurate with the canceled activities and/or program.

## **LIABILITY AND INDEMNIFICATION**

Parents/guardians understand and acknowledge that their camper's attendance at Camp Gesher and participation in Camp Gesher's programs and activities has foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life.

Parents/guardians understand and recognize that Camp Gesher has a difficult task to ensure safety and it is not infallible. Camp Gesher and/or its staff members may be unaware of the camper's fitness or abilities, may give incomplete warnings or instructions, may misjudge weather or environmental conditions, and the equipment being used might malfunction.

Parents/guardians and campers freely accept and fully assume all such risks, dangers and hazards, and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from the camper's participation in the program and the activities and travel to and from Camp Gesher.

## **QUESTIONS AND SUPPORT**

Parents/guardians who have questions about the registration process or these Terms and Conditions may contact Camp Gesher at 416-633-2511 or [info@campgesher.com](mailto:info@campgesher.com).

Parents/guardians may also refer to the [Parent Handbook](#) for further information.