

Camp Terms and Conditions Architecture Camp 2020

By registering for the Camp Session, the Caregiver is agreeing to these terms and conditions ("Agreement").

1. Definitions.

"Camp" means the Architecture Camp at The Branch.

"Camp Session" means the specific Camp period selected for the Camper (date and age group).

"Camper" means the child registered to attend the Camp or who attends the Camp.

"Caregiver" means the person(s) named in the registration as the person completing the camp registration and legally authorized to act as the parent or guardian of the Camper.

"Authorized Adult" means an adult person designated by Caregiver who is authorized to drop off or pick up the Camper from Camp, and who the Caregiver has authorized to give instructions related to Camper to The Branch.

"The Branch" means The Virginia Foundation for Architecture, Inc. d.b.a The Branch Museum of Architecture and Design.

"Camp Rules" means these terms and conditions, and all of the Camp's rules, policies, and procedures.

"Field Trip Host" means the facility, organization, building or site (jointly "Place") and the individual representatives of each Site visited as part of a Camp field trip.

2. Caregiver Warranties. Caregiver warrants the following:

- a. All provided registration information is true, correct, full and accurate.
- b. Camper has the physical health, mental health and social skills sufficient to enable Camper to reasonably and safety participate in the Camp Session and comply with this Agreement.
- c. Caregiver is authorized to complete this form, register Camper, and consent to this Agreement.
- d. Caregiver and Authorized Adult have the authority to pick up and drop off Camper at Camp.

3. Camp Conduct. During the Camp Session, Camper will always do the following during Camp:

- a. Demonstrate an interest in architecture and design.
- b. Act respectfully toward other Camp attendees, Camp staff and Field Trip Hosts.
- c. Follow all Camp Rules.
- d. Refrain from disruptive or destructive behavior.
- e. Refrain from harming others.

- 4. **Food.** The Branch does not provide meals or snacks for Camper and does not offer the ability to refrigerate any food or beverage. Camper should bring Camper's own lunch and a snack to eat or drink each day. Since The Branch does not have a refrigerator available for Camp attendees, the items should not require refrigeration.
- 5. **Electronic Devices and Toys.** To maximize the engagement of Camp participants, The Branch does not allow Camper to bring onsite a mobile phone, tablet computer, or other similar electronic device or toy during the Camp Session. If Camper needs to bring such an item onsite for health or other legitimate reasons, Caregiver should advise The Branch in advance.

6. Drop-Off and Pick-Up:

- a. Daily drop-off / check-in of Camper during the Camp Session will begin at 8:30 a.m. (or at a time as otherwise directed by The Branch) outside on the Terrace at the back of the Branch House. The drop-off / check-in of Camper may not occur without the presence of Caregiver or the Authorized Adult. Parking is available in the lot on the North Robinson Street side of the building.
- b. Daily pick-up of Camper during the Camp Session will begin at 3:00 p.m. (or at a time as otherwise directed by The Branch). The pick-up of Camper may not occur without the presence of Caregiver or the Authorized Adult who must show a government issued photo ID. If Camper is not picked up within 10 minutes after the designated pick up time, The Branch will attempt to contact Caregiver, followed by the Authorized Adult. If the authorized pick up person is running late, the person must contact The Branch at 804.655.6055.
- c. Caregiver or Authorized Adult must present a government issued photo ID when picking up Camper. Camper is not deemed "picked up" until such time as the authorized person presents the required ID. The Branch may hold Camper until such time the required ID is presented.
- d. Per CDC recommendations, The Branch recommends for the same person to pick up and drop off Camper each day.
- e. Only Caregiver or the Authorized Adult may sign a child out of Camp.
- 7. **Media Release.** The Branch routinely documents by photographs and or video its activities conducted in support of The Branch charitable mission such as the Camp. As part of the documentation, Camper may appear in photographs or video of the Camp. Caregiver gives permission for The Branch to reasonably use any photograph or video of Camper for the limited purpose of demonstrating The Branch's charitable programs and activities.
- 8. **Transportation Release.** During the Camp, The Branch has scheduled one or more local off-site field trips to demonstrate architectural and engineering principles in a real-life context. The Branch will transport Camper in a licensed, customary multi-passenger vehicle operated by a licensed and insured driver. Caregiver gives permission for The Branch to transport Camper as part of these Camp activities.
- 9. Pandemic and Health Safety. The Branch has established reasonable rules and procedures to protect the health, safety and wellbeing on user of the Branch House such as Camp attendees and staff, and will revise these rules and procedures as needed to address feedback, recommendations, and regulations provided by or imposed by government and health officials. Caregiver and Camper agree to comply with these rules and procedures, as amended.
- 10. Recognizing Caregiver. The Branch is authorized to recognize Caregiver as the legal parent or guardian of Camper, and to rely upon the information, consents, and instructions provided by Caregiver as part of the Camp and the Agreement.
- 11. Cancellations and Refunds. Caregiver may cancel a registration at any time prior to the start of Camp. The Branch will provide a full refund upon the Caregiver's request to cancel made more than thirty days before

the first day of Camp. The Branch will provide a 50% refund upon the Caregiver's request to cancel made thirty days or less prior to the start of Camp. The Branch is not obligated to provide any refund after the start of Camp such as if the Camper is removed from Camp for all or a portion of the period for a violation of Camp Rules. If The Branch cancels the Camp prior to the start of Camp, then The Branch will provide a full refund. If The Branch is forced to cancel the Camp for all attendees after the start but before the completion, then The Branch will provide a prorated refund.

- 12. **Rejection or Removal.** The Branch reserves the right to reject the registration of any prospective Camper at any time if The Branch believes rejection is in the reasonable best interests of the Camper, Camp, Camp attendees, Camp staff or a Field Trip Host, or the Branch House, and The Branch refunds payment of Camper's Camp fee, if any. The Branch reserves the right to remove Camper from Camp at any time if The Branch believes removal is in the reasonable best interests of the Camper, Camp, Camp attendees, Camp staff, Field Trip Host, or the Branch House, and The Branch refunds payment of the Camp fee.
- 13. Limitation of Liability. The Branch is not liable for any special, consequential, or exemplary damages, either in contract or tort, whether or not the possibility of such damage was disclosed in advance or was reasonably foreseen by The Branch. The Branch's liability of any kind under the Agreement shall not exceed the amount paid to The Branch for Camper's Camp fee. The parties agree that this liquidated damage provision is reasonable in light of any actual or anticipated harm, if any.
- 14. **Indemnification.** Caregiver agrees to defend, indemnify and hold harmless The Branch and each staff member against any claim, demand, expense, cost or other similar damage arising materially from Caregiver's or Camper's violation of the Agreement or violation of applicable law.
- 15. **Conflicts.** If any portion of the Agreement conflicts with another document, handout or information, then the Agreement will control regarding the conflict.

Version: June 11, 2020