

2008 CAMP WINGATE * KIRKLAND STATEMENT OF AGREEMENT

MEDICAL INSURANCE REIMBURSEMENT AGREEMENT: In taking care of your child during the summer season of 2008, there may be a time when he/she will need to be taken for medical treatment to a health care provider. In such a case, the staff of Camp Wingate*Kirkland will use their best judgement to take him/her to the best possible provider in a timely manner. Camp Wingate*Kirkland will attempt to make payment on your behalf. In the event that these expenses are not covered by our insurance, we will make every effort to use the health insurance information you have already provided in order to pay for the services. Parents/guardians will be responsible for all additional costs and we will make every effort to provide health insurance information that you have already given us. This is for any and all services provided, including doctor visits, lab tests, and prescriptions.

MEDICAL AUTHORIZATION: Parents/guardians authorize any physician, nurse, or other health care provider to communicate with the medical staff and director of Camp Wingate*Kirkland, or his/her designee, about my child's medical condition, treatment, and/or prognosis. Parents/guardians further authorize the camp medical staff to discuss any medical conditions with the director, his/her designee, or the child's counselor when the medical staff, in its sole discretion, believes such communication to be in the best interests of the child. These authorizations are limited to June 17, 2008 through August 13, 2008.

NOTICE: Parents/guardians acknowledge and understand that part of the camping experience involves activities and group living arrangements and interactions that may be new to their child, and that they come with certain risks and uncertainties beyond what their child may be used to dealing with at home. Parents/guardians acknowledge that they are aware of these risks. Parents/guardians realize that no environment is risk-free, and so they have instructed their child on the importance of abiding by the Camp's rules, and that their child and they agree that he or she is familiar with these rules and will abide by them.

JURISDICTION: It is agreed that any dispute or cause of action arising between the parties, whether out of this agreement or other wise, can only be brought in the Barnstable District or Superior Court located in Barnstable County, Massachusetts, and shall be construed in accordance with the laws of Massachusetts.

WAIVER: The failure of either party to enforce in any one or more instances any of the terms and conditions of this Agreement shall not be construed as a waiver of future performance of any such term or condition. Waiver of any term or condition shall be deemed to have been made only if expressed in writing by the party granting such waiver.

SEVERABILITY: If any provision of this Agreement shall be held by a court of law of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be reformed, construed and enforced to the maximum extent permissible, and the remaining provisions shall remain in full force and effect.

ENFORCEMENT COSTS AND EXPENSES: The parties agree that Camp shall be entitled to recover in-full, and Parent/Guardian shall bear any and all reasonable costs and expenses incurred by the Camp, including, but not limited to, all attorneys' fees and expenses, court costs, and other related expenses, in connection with the enforcement of Parent/Guardian's payment obligations hereunder.

MISCELLANEOUS: Campers may appear in photographs or videos used for promotional purposes.

Camper's Name: _____

Parent/Guardian Signature: _____

Date: _____

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