



Summer Camp Registration/Agreement Form 2021

This Summer Camp Registration/Agreement (the "Agreement") effective as of _____, 2021 (the "Effective Date") between **TEAM85 FITNESS & WELLNESS, LLC., located at 8500 K. Johnson Blvd., Bordentown, New Jersey 08505** (hereinafter "TEAM85") and _____, with an address of _____ (hereinafter "Client") collectively the "Parties."

WHEREAS, the Team85 is a Limited Liability Corporation able to conduct business in the State of New Jersey.

WHEREAS, the Client has a Minor child and wishes to enter into an agreement To Participate in Team85 Summer Camp services at Team85.

WHEREAS, the Team85 desires to provide Team85 Summer Camp Services services to the Client, subject to the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

Camper Information: **Member:** **Non-Member:**

Camper Last Name: _____ **Camper First Name:** _____ **DOB:** ____ / ____ / ____

Age: _____ **Address:** _____ **City:** _____ **State:** _____ **Zip:** _____

Parent/Guardian Information: **Member:** **Non-Member:**

Last Name: _____ **First Name:** _____ **Phone Number:** _____

Email: _____

Emergency Contact: _____ **Relationship:** _____ **Phone Number:** _____

Add-Ons: Section 2: (Please circle your add-ons or check mark the boxes)

| Options | Price | Week 1 | Week 2 | Week 3 | Week 4 | Week 5 | Week 6 | Week 7 | Week 8 | Week 9 | Week 10 | Week 11 |
|--|----------------------------|---------------|---------------|---------------|------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Before Care: 7:00am-9:00am | \$5: Daily \$25: Weekly | M T W TH F | M T W TH F | M T W TH F | M T W TH F | M T W TH F | M T W TH F | M T W TH F | M T W TH F | M T W TH F | M T W TH F | M T W TH F |
| After Care: 4:00pm-6:00pm | \$6: Daily \$30 Weekly | M T W TH F | M T W TH F | M T W TH F | M T W TH F | M T W TH F | M T W TH F | M T W TH F | M T W TH F | M T W TH F | M T W TH F | M T W TH F |
| Lunch (Please check off the lunches on the next page) | \$6: Daily \$30 Weekly | M T W TH F | M T W TH F | M T W TH F | M T W TH F | M T W TH F | M T W TH F | M T W TH F | M T W TH F | M T W TH F | M T W TH F | M T W TH F |
| | | | | | | | | | | | | |

- Before Care will be dropped off in the Field House
- After Care will be picked up in the Field House

Lunch Options: Section 3 (please check the days you want lunch)

| | Monday | Tuesday | Wednesday | Thursday | Friday |
|---------------|--|--|---|--|--|
| Week 1 | Grilled Cheese with potato chips and juice box <input type="checkbox"/> | French toast sticks with side of fruit cup and juice box <input type="checkbox"/> | PIZZA DAY (two slices of pizza) and a juice box <input type="checkbox"/> | Cheese Quesadilla with side of tater tots with juice box <input type="checkbox"/> | BBQ DAY: choice of hot dog, hamburger or cheeseburger side of potato chips and juice box <input type="checkbox"/> |
| Week 2 | Chicken nuggets and french fries and juice box <input type="checkbox"/> | Mac N Cheese with a side of yogurt and juice box <input type="checkbox"/> | Pizza Day (two slices) and juice box <input type="checkbox"/> | Pasta with side of applesauce and juice box <input type="checkbox"/> | BBQ DAY: choice of hot dog, hamburger or cheeseburger side of potato chips and juice box <input type="checkbox"/> |
| Week 3 | Grilled Cheese with potato chips and juice box <input type="checkbox"/> | French Toast Sticks with side of fruit cup and juice box <input type="checkbox"/> | PIZZA DAY (two slices of pizza) and a juice box <input type="checkbox"/> | Cheese Quesadilla with side of tater tots with juice box <input type="checkbox"/> | BBQ DAY: choice of hot dog, hamburger or cheeseburger side of potato chips and juice box <input type="checkbox"/> |
| Week 4 | Chicken nuggets and french fries and juice box <input type="checkbox"/> | Mac N Cheese with a side of yogurt and juice box <input type="checkbox"/> | PIZZA DAY (two slices) and juice box <input type="checkbox"/> | Pasta with side of applesauce and juice box <input type="checkbox"/> | BBQ DAY: choice of hot dog, hamburger or cheeseburger side of potato chips and juice box <input type="checkbox"/> |
| Week 5 | Grilled Cheese with potato chips and juice box <input type="checkbox"/> | French Toast Sticks with side of fruit cup and juice box <input type="checkbox"/> | PIZZA DAY (two slices of pizza) with juice box <input type="checkbox"/> | Cheese Quesadilla with side of tater tots with juice box <input type="checkbox"/> | BBQ DAY: choice of hot dog, hamburger or cheeseburger side of potato chips and juice box <input type="checkbox"/> |
| Week 6 | Chicken nuggets and french fries and juice box <input type="checkbox"/> | Mac N Cheese with a side of yogurt and juice box <input type="checkbox"/> | PIZZA DAY (2 slices of pizza) and juice box <input type="checkbox"/> | Pasta with side of applesauce and juice box <input type="checkbox"/> | BBQ DAY: choice of hot dog, hamburger or cheeseburger side of potato chips and juice box <input type="checkbox"/> |

| | | | | | |
|----------------|--|--|--|--|--|
| Week 7 | Grilled Cheese with potato chips and juice box <input type="checkbox"/> | French toast Sticks with side of fruit cup and juice box <input type="checkbox"/> | PIZZA DAY (two slices of pizza) with juice box <input type="checkbox"/> | Cheese Quesadilla with side of tater tots with juice box <input type="checkbox"/> | BBQ DAY: choice of hot dog, hamburger or cheeseburger side of potato chips and juice box <input type="checkbox"/> |
| Week 8 | Chicken nuggets and french fries and juice box <input type="checkbox"/> | Mac N Cheese with a side of yogurt and juice box <input type="checkbox"/> | PIZZA DAY (two slices of pizza) and juice box <input type="checkbox"/> | Pasta with side of applesauce and juice box <input type="checkbox"/> | BBQ DAY: choice of hot dog, hamburger or cheeseburger side of potato chips and juice box <input type="checkbox"/> |
| Week 9 | Grilled Cheese with potato chips and juice box <input type="checkbox"/> | French toast Sticks with side of fruit cup and juice box <input type="checkbox"/> | PIZZA DAY (two slices of pizza) with juice box <input type="checkbox"/> | Cheese Quesadilla with side of tater tots with juice box <input type="checkbox"/> | BBQ DAY: choice of hot dog, hamburger or cheeseburger side of potato chips and juice box <input type="checkbox"/> |
| Week 10 | Chicken nuggets and french fries and juice box <input type="checkbox"/> | Mac N Cheese with a side of yogurt and juice box <input type="checkbox"/> | PIZZA DAY (two slices of pizza) and juice box <input type="checkbox"/> | Pasta with side of applesauce and juice box <input type="checkbox"/> | BBQ DAY: choice of hot dog, hamburger or cheeseburger side of potato chips and juice box <input type="checkbox"/> |
| Week 11 | Grilled Cheese with potato chips and juice box <input type="checkbox"/> | French toast Sticks with side of fruit cup and juice box <input type="checkbox"/> | PIZZA DAY (two slices of pizza) with juice box <input type="checkbox"/> | Cheese Quesadilla with side of tater tots with juice box <input type="checkbox"/> | BBQ DAY: choice of hot dog, hamburger or cheeseburger side of potato chips and juice box <input type="checkbox"/> |



Authorized Pick Up List: Section 4 (Required)

Name: _____ Relationship: _____ Phone: _____

Name: _____ Relationship: _____ Phone: _____

Name: _____ Relationship: _____ Phone: _____

Name: _____ Relationship: _____ Phone: _____

Name: _____ Relationship: _____ Phone: _____

Name: _____ Relationship: _____ Phone: _____

NOT AUTHORIZED TO PICK UP:

Name: _____ Relationship: _____

Name: _____ Relationship: _____

Name: _____ Relationship: _____

MEDICAL HISTORY (Required)- Section 5

Doctor's Name _____ Address: _____ Phone _____

Immunization History: Please record the date (month & year) of the basic immunizations and the most recent booster. If you have questions, check with your doctor.

Physician's signature is NOT required. Dates REQUIRED and must be written on this form.

DPT Booster _____ Tetanus Booster _____ Polio _____ MMR _____ HBV _____ Pertussis _____ HIB _____

Varicella _____ Tuberculin Test _____ Result _____

Medical History:

Rheumatic Fever Head Injury Heart Trouble Epilepsy Diabetes Hernia Asthma Wear Contacts Hay Fever

Allergies, LIST:

Carry Inhaler Carry EpiPen

Recent Fractures, explain: _____

Recent Surgeries: _____

Does your child have any other limitations or restrictions: _____

PERMISSION TO ADMINISTER PRESCRIPTIONS:

Name of Medication: _____ Reason for Medication: _____

Amount to be Given: _____ Time to be given: _____ Side Effects (if any): _____

Parent's Signature: _____ Date: _____

**The medication must be in the original container labeled with your child's name. Must also provide instructions for administration along with physician's signature



Summer Camp Waivers: **Section 6- (Required) - on the last page! Must be filled out**

Payment Method: **Section 7- PLEASE FILL OUT**

Payment type: CASH CHECK CARD (we do NOT accept American Express)

Credit Card Information: Visa Mastercard Discover (Circle One)

Account # _____ / _____ / _____ CVV2 # _____

Name on Card: _____ Exp Date: _____

Team85 Fitness & Wellness, LLC's TAX ID # 46-1646037

TERMS AND CONDITIONS OF CONTRACTUAL AGREEMENT: **SECTION 8 – MUST BE COMPLETED IN FULL**

1. **TERM:**

- a. The client is engaging Team85 Fitness & Wellness, LLC (hereinafter "Team85") for Team 85 Summer Camp (hereinafter "Summer Camp") and/or Team85 Before/After Care (hereinafter "Before/After Care") and/or Lunch Services (hereinafter "Lunch") to be provided by Team85.
- b. Camp sessions are outlined in Section 1 above and Before/After Care and Lunch are outlined in Section 2 and Section 3 above.
- c. Team85 will create a summer camp experience for Minor Child.
- d. Client agrees to sign the following attached documents:



- i. Waiver, Release and Consent Form;
 - ii. Covid-19 Liability Waiver, Release, Hold Harmless, Discharge And Consent Form For Team85; and
 - iii. Promotional Use Release For Team85 Fitness & Wellness, LLC.
 - e. Client agrees to inform Team85 of any and all conditions, medical or otherwise, that may affect his/her ability to participate in Camp sessions.
2. **SUMMER CAMP SESSIONS**
 - a. Are dates listed in Section 1 above and as set forth in those sections.
3. **BEFORE/AFTER CARE SERVICES**
 - a. Are listed in Section 2 and as set forth in those sections.
4. **LUNCH SERVICES**
 - a. Are as listed in Section 2 and Section 3 above.
5. **PACKAGES, PAYMENTS AND CONSIDERATION**
 - a. Client is purchasing:
 - i. [redacted] weeks of Summer Camp Sessions, at a rate of \$ [redacted] per week for a total amount for Summer Camp Package of \$ [redacted].
 - ii. [redacted] weeks of Before Care Sessions, at a rate of \$ [redacted] per week for a total amount for Before Care Package of \$ [redacted].
 - iii. [redacted] weeks of After Care Sessions, at a rate of \$ [redacted] per week for a total amount for After Care Package of \$ [redacted].
 - iv. [redacted] weeks of Lunch Services, at a rate of \$ [redacted] per week for a total amount for Lunch Services Package of \$ [redacted].
 - v. Clients total Amount due for Team85 Summer Camp, Before/After Care and Lunch Services is \$ [redacted]
 - b. Payment of these Summer Camp Sessions can be made as follows:
 - i. **Payment Plan (only available for Early Bird Sign-up and Clients registered prior to May 1, 2021):**
 1. 1/3 of total fee (1st Deposit) at time of registration which equals \$ [redacted];
 2. 1/3 of total fee (2nd Deposit) by May 15, 2021 which equals \$ [redacted]; and
 3. 1/3 of total fee (final Deposit) by June 1, 2021 which equals \$ [redacted].
 - ii. **Payment in Full required for sign-up occurring after May 1, 2021 or at the option of the client who is eligible and refuses payment plan;**

1. Client must pay its Deposit in full for all Summer Camp Sessions at the time of Registration if registration is after May 1, 2021 or if the client elects to pay in full with respect to Early Bird Sign-up and Clients registered on or before May 1, 2021, payment in full for all sessions must be made on May 1, 2021 if client is not on a payment plan as defined in section n5(b)(i)(1) above, in the amount of \$ [REDACTED]

iii. Failure to pay:

1. If Client fails to pay as defined in section 5(b)(i) and 5(b)(ii), there agreement may be terminated at the option of Team85 and the client's reserved spots may be transferred to another party at the option of Team85. Client's rights will be void and all deposits thus far made by client will be forfeited as liquidated damages to Team85 and not as a penalty as defined in paragraph 10.

6. FORCE MAJEURE:

- a. Neither party will be liable for or will be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond such Party's reasonable control and that such Party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected Party will give prompt written notice to the other party and will use commercially reasonable efforts to minimize the impact of the event.
- b. With respect to a Force Majeure Event that is caused by a pandemic, Communicable disease or governmental order, Client agrees that Team85 will not be liable for the return of any funds, payments or return of fees for Services they are unable to perform that have been paid in advance by client. If Team85 is closed due to a Force Majeure Event caused by a pandemic, communicable disease or governmental order, client agrees to give Team85 additional time to perform the services. This time will be calculated to include the time Team85 is closed plus thirty (30) days from when they are permitted to reopen.
- c. In the event of any Force Majeure event, including but not limited to pandemic, communicable disease or governmental order, client's only recovery will be credit to their account to be utilized at Team85.

7. TERMINATION:

- a. **Termination for Convenience by Team85:** This Agreement may be terminated by Team85 upon three (3) days written and/or electronic communication to the Client (the "Termination Notice). The Termination Date shall be the date the Termination Notice is sent. The Team85 shall return funds not utilized by other dates already passed in this agreement in the event it is terminated and payment will be made to the Client within thirty (30) days of when the termination note is sent. Client's damages will be entirely limited to the amount



paid in advance by the Client for Camp services. Client by signing this agreement, agrees not to seek any other damages from the Team85 because of the Termination of this Agreement. Team85 may terminate this agreement for any reason provided the Termination Notice is sent as defined in Paragraph 7(a).

b. **Termination For Cause by Team85:** This Agreement may be terminated by Team85 immediately without written notice to the client if the client participates in any activity that violates the rules and regulations of Team85, Team85 Summer Camp or laws of the local, state or federal government. Team85 is not required to give any prior written notice of a termination of the agreement. Any termination for cause will result in a forfeit of all fees advanced as liquidated damages.

c. **Termination for Convenience by Client:** This Agreement may only be terminated by the Client within three (3) days of signing of agreement, change of resident, death or disability, with written notice to Team85 via certified and regular mail return receipt requested addressed to Team85 Fitness and Wellness, LLC, 9500 K Johnson Boulevard, Bordentown, NJ 08505. (the "Client Termination Notice"). The "Termination Date" shall be the date that the Termination Notice is received. The Client's termination for convenience within the three (3) day period shall result in a full refund. Any Termination by Client, excluding the above referenced basis, will result in Team85 retaining any and all Deposit(s) as set forth in paragraph 5 as liquidated damages as defined in paragraph 10 below.

d. **DEPOSITS**

i. **FOR UNMISTAKABLE CLAIRITY DEPOSITS ARE DEFINED AS ALL DEPOSITS/PAYMENTS MADE PURSUANT TO PARAGRAPH 5(b)(i) AND PARAGRAPH 5(b)(ii). ALL DEPOSITS ARE NON-REFUNDABLE. CLIENT AGREES THAT IF CLIENT ELECTS TO TERMINATE THE AGREEMENT FOLLOWING THE EXPIRATION OF THE THREE (3) DAY PERIOD OUTLINED IN PARAGRAPH 7(c), CLIENT WILL FORFEIT ALL DEPOSITS MADE TO TEAM85 AS LIQUIDATED DAMAGES AND NOT A PENALTY AS DEFINED IN PARAGRAPH 10.**

8. **INDEMNIFICATION/DISCLAIMER**

a. **Client Indemnity of Team85:** Client shall indemnify, hold harmless and defend Team85 (and its subsidiaries, affiliates, officers, agents, co-branders or other partners and employees) from any and all claims, damages, liabilities, costs and expenses (including, but not limited to reasonable attorneys' fees and all related costs

and expenses) incurred by Team85 as a result of any claim, judgment or adjudication against Team85 related to or arising from (a) any photographs, illustrations, graphics, video clips, text, data or any other information, content, display or material (whether written, graphic, sound, or otherwise) provided by Client to Team85, or (b) a claim arising from tort or contract of Client or their negligent or intentional action.

- b. **Limitation of Liability:** Team85's total liability under this Agreement shall not exceed the amount paid under paragraph 5(b)(i) or paragraph 5(b)(ii) by CLIENT or Five Hundred Dollars 00/XX (\$500.00) whichever is less. The Client's liability will not be limited by this amount, but will be equal to whatever damages, injuries or breaches caused by the actions of the Client. **IN NO EVENT SHALL TEAM85 BE LIABLE TO CLIENT FOR ANY INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, LOST PROFITS, WHETHER OR NOT FORESEEABLE OR ALLEGED TO BE BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE OR STRICT LIABILITY, ARISING UNDER THIS AGREEMENT, EVEN IF TEAM85 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOT WITHSTANDING THE FAILURE OF ESSENTIAL PRUPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.**
 - c. Team85 is not engaged in rendering any legal, medical, business or financial advice to the Client or to the general public.
9. **PHOTOGRAPHS/VIDEOS OR OTHER PROMOTIONAL MATERIAL:** Client gives Team85 the express right to use their image obtained prior to or during the Agreement to promote Team85's business in any manner Team85 deems appropriate, without limitation or liability.
10. **LIQUIDATED DAMAGES:** The parties agree that in the event of a breach or termination of this agreement by the Client, damages will be difficult to calculate to be suffered by the Landlord. To avoid the cost and effort to attempt to calculate such damages the parties agree that in the event of a breach or termination of this agreement by Client, TEAM85 shall be entitled to the amount of the deposit made as liquidated damages, and not a penalty.
11. **RULES AND REGULATIONS:**
- a. Client agrees to follow all rules and regulations of Team85.



- b. Team85 reserves the right to refuse or discontinue services for any reason.
- c. Team85 reserves the right to modify/change all rules regulations, services and pricing with or without reasonable notice to Client.

12. **ASSIGNMENT:** Neither Party may transfer or assign this Agreement, in whole or in part, in any manner whatsoever without prior written consent of the other party.

13. **SEVERABILITY:** If any term or other provision of this Agreement, or any application thereof of any circumstance is invalid, illegal or incapable of being enforce by any rule of law, or public policy in whole or in part, such provisions or application shall to the extent by severable and shall not affect other provisions or applications of this Agreement.

14. **AMENDMENT:** No amendment, waiver, or discharge of any provision of this agreement shall be effective against Client or Team85 without written consent of both Client and Team85.

15. **NOTICES:**

- a. **To Team85:** Any notice required or given under this Agreement to Team85 Fitness and Wellness, LLC shall be in writing and delivered to Team85 Fitness and Wellness, LLC. at 8500 K Johnson Boulevard, Bordentown, NJ 08505 and mailed by certified, registered or express mail, return receipt requested or by private overnight courier.
- b. **To Client:** Any notice required or given under this Agreement to Client may be sent via electronic or regular mail at the address or e-mail address listed above.
- c. Either party may change its address to which notice or payment is to be sent by written notice to the other under any provision of this paragraph.

16. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of New Jersey, and any dispute arising hereunder shall be resolved in the State of New Jersey, County of Burlington.

17. **AGREEMENT BINDING ON SUCCESSORS:** The provisions of the Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their heirs, administrators, successors and assigns.



- 18. **WAIVER:** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

- 19. **ENTIRE AGREEMENT:** This Agreement contains a complete statement of all arrangements between the parties relating to its subject matter, supersedes any previous arrangements or understandings, whether written or oral, and may only be changed by a written agreement signed by the parties hereto.

- 20. **NO INFERENCE AGAINST AUTHOR:** No provision of this Agreement shall be interpreted against any Party because such Party or its legal representative drafted such provisions.

- 21. **READ AND UNDERSTOOD:** Each Party acknowledges that it has read and understands this Agreement and agrees to be bound by its terms and conditions.

BY SIGNING BELOW, THE CLIENT ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND THAT THE CLIENT IS SATISFIED WITH THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT. THE CLIENT SHOULD NOT SIGN THIS CONTRACT IF THERE ARE ANY BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THIS CONTRACT AT THE TIME YOU SIGN IT.

IN WITNESS WHEREOF, this Agreement has been duly executed and Agreed to and Accepted by the parties and delivered to the parties hereto and is effective as of the day and year first written above.

Signature of Client

Signature of Client if Minor Child/Member is under eighteen (18)

Date:

Date: