

WINTER TERMS AND CONDITIONS

1. REGISTRATION PROCEDURE

Complete our online application form at <u>www.lovellcamps.ch</u> or fill in our '**Application for Winter Camp**.' Upon receiving notification from the camp that place(s) are available, payment of <u>half the fees</u> per session, must be made immediately.

The person signing the registration form certifies that he/she have the legal right to represent the participant and that he/she are the parent, legal guardian or authorised group leader. By signing this contract with Lovell International Camps AG you are agreeing to the 'Terms and Conditions' as laid out in this document.

All alterations to this contract are to require the written agreement of both Lovell International Camps AG and the signee.

All disputes under this contract are solely to be settled by the application of the Swiss Law. The Place of Jurisdiction is **<u>3792 Saanen, Switzerland</u>**.

2. PAYMENTS AND REFUNDS

All fees and extras must be paid in full to Lovell International Camps AG before the beginning of camp. All bank charges will be assumed by the payee. All credit card payments will be subject to a 2.75% processing fee. The advanced deposit of half the fees is non-refundable. The balance of the fees are refundable up until 30 days before the camp session begins, after this date all fees and extras paid are non-refundable, unless you meet the criteria in our cancellation policy under section 8.

There will be no reduction in fees in the event of withdrawal, dismissal or temporary absence, such as shortened stays.

All refunds are subject to the following fees;

- a. Administration fee CHF 20.00
- b. Bank/Wire Fees all fees to be paid by beneficiary
- c. Credit Card Refund Fee 2.75%
- d. Cash refunds are accepted by special request and subject to CHF 20.00 handling/recording fee.

Non-refundable registration fee, will be used for personal expenses and pocket money

- a. Boarders CHF 150.00 / week
- b. Day Campers CHF 50.00 / week

3. EVENTS BEYOND OUR CONTROL

The obligations of either party to perform under this contract shall be excused if such failure to perform or any delay is caused by matters such as acts of God, pandemics, civil commotion, war, acts of governments, natural disasters, closing of airports or other transportation issues beyond the control of Lovell International Camps AG. Upon the occurrence of such an event, and if the management of Lovell International Camps AG decides that the camp cannot be run, then a total refund subject to fees outlined in section 2 will be granted. If a participant decides on his/her own not to participate in the camp even though the camp will be run normally, the participant waives all claims to a refund.

4. LOVELL CAMPS RESPONSIBILITIES FOR PROGRAMS OFFERED

Lovell International Camps AG assumes all responsibility for the overall program as advertised on our website, in our brochure and mailings. Lovell Camps; however, reserves the right to alter the program as we see fit and for the benefit of the participants. Lovell Camps cannot be held responsible for cancellations, losses, injuries, damage, accidents, delays or tardiness or any other inconveniences that are caused by other companies (3rd parties) or persons hired to run our program. This includes but is not limited to ski lifts, mountain guides, outsourced specialist instructors, transportation companies and facilities not owned or rented by Lovell Camps. All complaints pertaining to programs run by external companies or independent agents should be addressed directly to them.

Lovell Camps cannot be held responsible for weather, snow conditions or lift closures which may happen during camp sessions.

Lovell Camps reserves the right to cancel any of the offered sessions due to unforeseen circumstances such as insufficient number of participants. You will be given the option to credit all paid fees to your choice of any of our winter or summer programs or a full reimbursement, subject to the refund fees outlined in section 2.

5. PARENTS, GUARDIAN AND GROUP LEADER RESPONSIBILITIES

The undersigned is responsible for all financial obligations incurred by the participant(s), including but not limited to: a. Reparation of damages to facilities, equipment and materials owned or rented by Lovell Camps.

b. All repatriation costs associated with early departure from Lovell Camps due to medical, dismissal, family emergencies.

c. Payment for personal expenses such as pocket money or the purchase of personal equipment made by the participant and exceeding the non-refundable deposit for personal expenses and pocket money outlined in section 2.d. Reparation of damages caused to equipment rented by the participant while at camp.

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6. PARTICIPANTS RESPONSIBILITIES

Lovell Camps assumes responsibility for all participants attending our programs. Participants are therefore expected to follow our rules and regulations which will be outlined upon arrival at camp. Lovell Camps reserves the right to appropriately discipline or in a very serious case, dismiss any participant who cannot conform to the rules. Lovell Camps assumes no responsibility for the loss, damage or theft of personal items or valuables brought to camp. Mobile phones, iPads or computers are not allowed (unless otherwise agreed) and we highly recommend not brining such items to camp.

7. HEALTH AND ACCIDENT INSURANCE

It is compulsory under Swiss law that all participants be properly insured while visiting Switzerland. Lovell Camps offers an optional health and accident coverage which parents, guardians or group leaders can purchase for CHF 150.00 per camper per week. The insurance covers all health and accident related incidents from the date of entry in, to the date of departure from Switzerland. <u>Pre-existing illnesses are not covered</u>.

Lovell Camps requires proof of insurance coverage should you decide not to take our insurance coverage. It is understood that this contract authorises Lovell Camps to act on behalf of the participants family to take appropriate action in the event of a health concern, accident or injury and I hereby authorise Lovell Camps to seek proper medical treatment. Costs not covered by insurance will be the responsibility of the parent, legal guardian or group leaders.

8. CANCELATION POLICY

All participants will be eligible for a full refund, subject to fees outlined in section 2, if they meet the following criteria. Lovell Camps requires all cancelations to be in writing and we may ask for proof, such as an official letter from a medical doctor or embassy.

- a. Sudden or unforeseen illness
- b. Accident rendering participant incapacitated
- b. Documented denied entry into Switzerland

9. MEDIA DISCLOSURE

Lovell International Camps AG reserves the right to use all photographs and footage of participants for marketing and social media purposes. Lovell Camps will never publish names of participants. We ask that you please contact Lovell Camps in writing if you do not want your children to appear in any marketing or social media published by Lovell Camps.

I, agree to the terms and conditions of this contract and understand the information provided by Lovell Camps through our brochures, website, promotional materials and mailings and confirm that I allow my children to participate in sports and activities that may involve risk. These activities include, but are not limited to: skiing, snowboarding, rock climbing, swimming, tobogganing and other outdoor adventure sports. Lovell Camps guarantees that these said activities will be carefully planned and closely supervised by Lovell Camps staff as well as, third parties that are carefully selected and contracted by Lovell Camps.

Place / Date:	
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Print Name:	

Signature: