



**DEERING BAY
SUMMER PROGRAM – TERMS AND CONDITIONS
INDEMNIFICATION AND RELEASE**

Deering Bay Summer Camp is a recreational program for kids (the “**Program**”) offered by Deering Bay Yacht & Country Club (the “**Club**”), and the Program is located on Club property.

1. **Acknowledgment.** I acknowledge that my child(ren)’s enrollment in the Program is not valid unless and until I have signed this Terms and Conditions, Voluntary Indemnification and Release and the Medical Statement(s) attached as Addendum 1 (collectively, the “**Agreement**”). The Agreement applies to and will govern my child’s participation in the Program in 2024. I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT NEITHER THE PROGRAM NOR THE CLUB ARE CONSIDERED A LICENSED CHILD CARE.
2. **Enrollment Fee; No Refunds.** Enrollment of the undersigned child(ren) in the Program is not valid unless this Agreement is signed by a parent or legal guardian. Enrollment also requires a one-time, non-refundable \$400 registration fee + 20% service charge [**per member child**] or \$475 + 20% service charge [**per non-member child**]. No refunds will be provided for nonattendance, changes or withdrawals 24 hours prior to the opening day of the Program. Refunds will not be provided for any permanent dismissal of a child for cause, regardless of the number of days of the Program still remaining. In the unlikely event that the Program should be unavailable for reasons out of the Program or the Club’s control, such as pandemic, severe weather or power outages, no refunds or credits will be provided.
3. **Program Hours; Authorized Adults.** The Program will operate Monday through Friday from 9:00am – 4:00pm. I acknowledge that I shall pick-up my child(ren) within 20-minutes of the start and end of the Program day (as applicable). I represent that the following persons are authorized to pick up my child from the Program (please include yourself) and that the contact information is accurate:

NAME	RELATIONSHIP	PHONE NUMBER
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. **Assumption of Risk.** I understand that participation in any Program activities may involve risks despite all safety precautions, including but not limited to risks related to children swinging golf clubs, errant golf balls, walking a golf course with uneven terrain, playing children’s games and sports, walking near golf carts, swimming in a pool, etc. Therefore, as the parent or legal guardian of the child(ren) named herein, I ASSUME ALL RISKS AND HAZARDS, including without limitation, those listed in the previous sentence and any other risks, now or in the future, whether known or unknown, incidental to the Program and/or Program activities.
5. **Limits on Liability.** I HEREBY AGREE TO FOREVER WAIVE, RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS THE CLUB AND TROON GOLF, LLC, as well as each of their respective owners, principals, affiliates, directors, officers, agents, employees, representatives, successors and assigns, and any other parties acting on their behalf (collectively, the “**Released Parties**”) from any and all claims, liabilities, damages, expenses and costs, including, but not limited to, attorneys’ fees and costs arising out of or in connection with any illness, including but not limited to COVID-19, personal injury, death or property damage, whether or not adjudged to be foreseeable or due to the negligence of the Released Parties, which may now or hereafter be brought as a result of my child(ren)’s participation in the Program.
6. **Dismissal from Program.** For the safety and general welfare of all Program participants and staff, the Program reserves the right, at its own discretion, to temporarily or permanently dismiss a child whose conduct or influence is determined to be detrimental to the wellbeing of the other children and/or best interest of the Program.

7. **Physically Able to Participate.** I declare that my child is physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent his/her participation in the Program's physical activities, unless otherwise listed on the Medical Permission Statement attached as Addendum 2.
8. **Image Release.** I hereby grant full permission to the Released Parties to use photographs, videotapes, motion pictures or any other record of my child's participation in the Program, including, but not limited to, my child's name, likeness and voice for any legitimate purpose.
9. **Miscellaneous.** By my signature below, I acknowledge and agree that the foregoing covenants are contractually binding, are not mere recitals and that should I assert any claim in contravention of this Agreement, the asserting party shall be fully liable for the expenses and costs, including legal fees, incurred by the Released Parties in defending the claim. This Agreement shall constitute the entire agreement with respect to the subject matter hereof and shall be interpreted under the laws of the State of Florida without regard to any conflicting choice of law principles. By completing my child(ren)'s enrollment in the Program, I hereby grant permission for the Program to email me regarding Program related information.

I AM THE PARENT OR LEGAL GUARDIAN OF THE CHILD(REN) LISTED BELOW, AND I AM FREELY AND VOLUNTARILY EXECUTING THIS TERMS OF AGREEMENT AND VOLUNTARY INDEMNIFICATION AND RELEASE ACTING WITH THE AUTHORITY AND ON BEHALF OF ANY OTHER PARENT(S)/LEGAL GUARDIAN(S) OF THE CHILD(REN). I ACKNOWLEDGE THAT I HAVE READ (OR HAD READ TO ME), UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS HEREOF.

Date: _____

Printed Name of Parent or Legal Guardian

Signature of Parent or Legal Guardian

Member Number

Child's Full Name: _____ DOB: _____

Child's Full Name: _____ DOB: _____

Child's Full Name: _____ DOB: _____

Child's Full Name: _____ DOB: _____

Child's Full Name: _____ DOB: _____

ADDENDUM 1

SUMMER PROGRAM – TERMS AND CONDITIONS MEDICAL PERMISSION STATEMENT

The health and wellbeing of the children enrolled in Deering Bay Summer Camp (the “**Program**”) at Deering Bay Yacht and Country Club is very important to us. Therefore, as the parent/legal guardian, it is your responsibility to provide us with as much information about your child’s health as possible.

Child #1’s Full Name: _____ **Date of Birth:** _____ / _____ / **Sex:** Male ____ Female _____

Child #2’s Full Name: _____ **Date of Birth:** _____ / _____ / **Sex:** Male ____ Female _____

Child #3’s Full Name: _____ **Date of Birth:** _____ / _____ / **Sex:** Male ____ Female _____

Medical Conditions:

Child #1: _____

Child #2: _____

Child #3: _____

Allergies:

Child #1: _____

Child #2: _____

Child #3: _____

Current Medications:

Child #1: _____

Child #2: _____

Child #3: _____

Physical Activity Restrictions:

Child #1: _____

Child #2: _____

Child #3: _____

1. The information provided above is correct and complete. My child(ren) has permission to engage in all Program activities except as noted above.

2. I hereby give permission to the Program to provide first-aid and administer physician prescribed medications to my child(ren) pursuant to directions provided.

3. In the event of a medical emergency involving any of my children, I hereby give permission to the Program to seek emergency medical treatment by calling 911. I acknowledge that the medical bills incurred for any

emergency medical treatment, including, but not limited to, ambulance transportation, hospitalization, physician care and treatment, diagnostic testing, and/or medications, are my sole responsibility.

4. I consent to have my child(ren) use any sunscreen he/she may bring to avoid overexposure to the sun. I further provide my consent to staff of the Program, pursuant to my child's request, to assist my child with the application of sunscreen.

5. I consent to have my child(ren) use any bug spray he/she may bring. I further provide my consent to staff of the Program, pursuant to my child's request, to assist my child(ren) with the application of the bug spray.

6. I consent to the release of any records necessary for emergency medical treatment or insurance purposes.

7. I hereby acknowledge that it is recommended that one should obtain a physician's approval prior to allowing a child to participate in any activities such as those that will be available to my child(ren) as part of his/her enrollment in the Program. I represent that I have either obtained a physician's approval for my child(ren) to participate in the Program's physical activities or have decided to allow my child(ren) to participate in the Program's physical activities without obtaining prior approval of a physician, but in either case I hereby assume all responsibility for my child(ren)'s participation in the Program's physical activities.

Date: _____

Printed Name of Parent or Legal Guardian

Signature of Parent or Legal Guardian

Phone Number

Club Member Number