



## SCHOOL BREAK PROGRAMS 2021 - 2022

### Terms and Conditions

#### **Enrolling Your Child**

Enrollment in all Trail Blazers programs is done online. Questions regarding program availability, enrollment, or waitlists should be directed to the Trail Blazers registration team at [registration@trailblazers.org](mailto:registration@trailblazers.org) or 212-529-5113.

#### **Securing Your Child's Place in Your Trail Blazers program**

Your child's enrollment is not considered complete until full payment has been made towards their program. A non-refundable 5% administrative fee is added to all program selections. All required forms must be submitted by the applicable deadlines. Trail Blazers reserves the right to cancel programs at any time.

#### **Pricing, Tiers, and Scholarships**

We believe that outdoor adventures and play should be available to all, regardless of ability to pay. We offer tier discounts to families at all income levels, and aim to remove as many barriers as possible from the process of paying for Trail Blazers programs.

During registration, families are asked to select a tier that best reflects their household's financial situation, and will receive a discount code based on their selection. We do not ask for proof of income. Tier tuition discounts and scholarships require completion of all forms, which may include the USDA Summer Food Service Form; without completion of all forms, the program will be charged at full price. In our pursuit of creating a program that is equitable and accessible to all, we intentionally plan for and hold spots for campers in each of our tier levels.



Limited additional scholarships and program adjustments are available; amounts vary based on the program. Families for whom the program cost remains out of reach are asked to contact the Trail Blazers registration team at [registration@trailblazers.org](mailto:registration@trailblazers.org) or 212-529-5113 for a supplemental scholarship request form. It is the responsibility of the parent/guardian to apply within two weeks of registering for your program if additional scholarship assistance is required, otherwise it will be assumed that you intend to pay the total amount as per your self-selected tier.

### **Payment Plans**

The availability of payment plans varies by program. Information about program payment expectations is given at the time of registration. By registering for a Trail Blazers program, you are acknowledging the payment expectations for your particular program, and agreeing to abide by those expectations.

We are willing to offer individualized payment plans insofar as our administrative capacity allows. We require that families demonstrate intent to pay and reserve the right to revoke scholarships from families who neither demonstrate intent to pay nor communicate changing circumstances with the registration office.

### **Refunds and Cancellations**

This policy has been updated to reflect the operational and financial realities of operating our program, and aims to strike the right balance between ensuring the financial stability of the organization, ensuring that we are able to engage in advanced program preparation, and preserving our ability to support and underwrite families who need it most.

- For the 2021-2022 program year, tuition for school break programs is due at the time of enrollment
- 30% of each tuition is considered a non-refundable deposit



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- In the event that you were to cancel your enrollment with at least 10 days notice to the start of the program, the remaining 70% of the program cost will be refunded
- There will be no refunds for any portion of the program with less than 10 days notice.
- We are beholden to CDC and DOH directives for our program operations. So long as we are granted permission to operate, and in our judgment are able to do so with minimized risk, our programs will run.
  - In the event that an entire program is cancelled due to inclement weather, the 30% non-refundable portion remains; the remaining 70% of the program cost is considered refundable upon request. Our staff are paid for program closures.
  - In the event that a single day or multiple days of a program are cancelled due to inclement weather, the 30% non-refundable portion remains; a prorated portion of the remaining 70% of the program cost is available for refund upon request. Our staff are paid for program closures.
  - COVID-related closures: No refunds will be given should our program be required to temporarily close in response to COVID infection or exposure.
- Refunds may take up to 3 months to process.

## Consent to Participate

I hereby consent to my child attending Trail Blazers on the agreed dates. I also grant permission for my child to participate in trips when included as part of their described program using such means of transportation as deemed necessary by Trail Blazers.

I understand that this program may include activities that have inherent risk, including active games, outdoor pursuits, as well as activities specific to chosen programs. These pursuits may include but are not limited to hiking, running on blacktop, pavement, or grassy areas with uneven ground; adventure-based pursuits.



In consideration of allowing my child to participate in a Trail Blazers program, I hereby release and forever discharge Trail Blazers and its officers, volunteers, employees, contractors, and agents from any liability arising out of or based upon any bodily injury or property damage which may be sustained by my child while participating in such a program. I release Trail Blazers and associated programs from all obligations in the event of an accident for which they are not negligent.

### Consent for Medical Treatment

If my child is injured and requires medical attention and I cannot be reached for instructions, I do hereby give authority to Trail Blazers to obtain necessary emergency medical treatment for my child with the understanding that I or my designated emergency contacts will be notified as soon as possible.

### Behavior Management

We want to help each of our campers to be successful in their program. Our campers' physical and emotional safety will always be our number one priority. We are proactive in our behavior management approach by setting expectations for behavior, providing explanations, and keeping group rules simple. Another proactive step we take is a hallmark of all Trail Blazers programs, and that is learning about all of our campers, building relationships with them, and helping them build relationships with each other. We seek to accommodate individual needs and to problem solve with children and their caregivers so that everyone can have an amazing experience in their program.

Everyone has days that are more challenging than others. We know that when a child is presenting with unwanted or difficult behavior, it is often driven by an underlying unmet need. We seek to identify and fill that need whenever possible. The behavior management strategies we use include:

- Positive praise: pointing out and praising desirable behavior
- Redirection: offering an alternative behavior or choice



# TRAILBLAZERS

- Reminder of expectations: this may serve as a warning before other consequences
- Problem solving: a staff member intervenes to help the child think through alternate options for their behavior, and perhaps work together to determine a logical consequence
- Logical consequences: a staff member may remove or restrict an object temporarily; for example, a child persistent in throwing art supplies after a reminder may need to sit out for a short period of time
- Taking space: allowing the child to relax and calm down in a safe space away from peers, with or near a grown up

Whenever campers must be removed from the group, they will be welcomed back with kindness.

In instances of repeated inappropriate behavior, the parent and program leader might collaborate on a plan and timeline for addressing the behavior. If the behavior continues after the plan has been implemented, parents may be asked to pick their child up immediately, or to keep the child home from the program for one or two days. If the behavior continues, parents may be asked to withdraw their child.

Certain behaviors may result in the immediate dismissal of a camper. These behaviors include anything that presents a significant danger to the child or others, intentionally running away, or purposeful property damage.

Children who are requested to withdraw from the program are welcome to enroll in future sessions. We believe that children learn and grow, and that everyone deserves a second chance



## Trail Blazers Waiver for School Programs Participation

Minor Participant Waiver, Release, Indemnification of All Claims & Covenant Not to Sue

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in entirety. By signing this agreement, you give up your right and the named minor's right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of the named minor's participation in Trail Blazer Camps Programs, now or any time in the future.

This waiver pertains to the Trail Blazers School Programs ('School Programs'), including center-based and in-home pod (bubble) service, traditional in-building after school , center based remote learning support, and school break camp programs.

A separate 'School Programs Service Agreement' will outline agreed upon responsibilities on behalf of Trail Blazers, as well as you and your minor.

### Acknowledgment of Risk

I, in my legal capacity as the parent/guardian of the minor named below, do hereby acknowledge and agree that participation in Trail Blazer Camps activities comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with Trail Blazer Camps participation, including but in no way limited to: (1) slips, trips, and falls, (2) personal injuries (including, without limitation, aquatic injuries and athletic injuries), (3) severe illness (including, without limitation, exposure to and infection with viruses or bacteria), and (4) permanent disability and death. I further acknowledge that the preceding list is not inclusive of all possible risks associated with Trail Blazer Camps participation and that said list in no way limits the operation of this Agreement.

### Coronavirus / COVID-19 Warning & Disclaimer



The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization ("WHO"). COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but it is believed that the virus can spread from person-to-person contact, thought to be through respiratory droplets produced when a person infected with the virus coughs or sneezes. It was also reported that the virus can spread by contact with contaminated surfaces and/or through objects. People reportedly can be infected and show no symptoms and still spread the disease. The exact methods of spread and contraction are unknown, and currently, there is no known treatment, cure or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and/or death.

Coronavirus, COVID-19 is an extremely contagious virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a means to prevent the spread of the virus. COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in Trail Blazers School Programs or accessing Trail Blazer Camps facilities could increase the risk of contracting COVID-19. Trail Blazer Camps in no way warrants that COVID-19 infection will not occur through participation in Trail Blazer Camps programs or accessing Trail Blazer Camps facilities. It is not possible to prevent against the presence of the disease. Therefore, if you choose to participate in Trail Blazer Camps programs and/or access Trail Blazer Camps facilities, you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

#### Waiver, Release, Indemnification & Covenant Not to Sue

In consideration of your camper's participation in Trail Blazers School Programs, I, the parent/guardian of the minor named above, agree to release and on behalf of myself and the minor named above, my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE Trail Blazer Camps, its owners, officers, directors, managers, employees, volunteers, agents, representatives and insurers ("Releasees") from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, the named minor, my heirs,



representatives, executors, administrators and assigns may have, now or in the future, against Trail Blazer Camps on account of personal injury, illness (including, without limitation, exposure, infection, and/or spread of COVID-19), property damage, death or accident of any kind, arising out of or in any way related to the use of Trail Blazer Camps facilities/equipment or participation in Trail Blazer Camps programs whether that participation is supervised or unsupervised, however the injury, illness, or damage occurs, including, but not limited to the negligence of Releases.

In consideration of the named minor's participation in Trail Blazer Camps, I, the undersigned parent/guardian of the named minor, agree to INDEMNIFY AND HOLD HARMLESS Releases from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to the named minor's School Programs participation and agree not to bring or commence any such causes of action, claims or demands or assign my rights to do so to any other person.

I hereby certify on behalf of myself and the named minor that I have full knowledge of the nature and extent of the risks inherent in School Programs participation and that I, on behalf of myself and the named minor, am voluntarily assuming said risks, including, but not limited to, the risk of contracting COVID-19 for myself and/or the named minor in order to participate in School Programs and/or access Trail Blazer Camps facilities. These activities are of such value to me and/or the named minor, that I accept the risk of personal injury, illness (including, without limitation, exposure, infection, and/or spread of COVID-19), property damage, death or accident of any kind, in order to participate in School Programs and/or access Trail Blazer Camps facilities in person. I understand that I and the named minor will be solely responsible for any loss or damage, including personal injury, property damage, illness or death, that I or the named minor sustains while participating in School Programs and that by signing this agreement I, on behalf of myself and the named minor, HEREBY RELEASE Releasees of all liability for such loss, damage, illness or death. I further certify that the named minor is in good health and has no conditions or impairments which would preclude his/her safe participation in School Programs and, to the best of my knowledge, neither I nor the named minor is infected by COVID-19 or is exhibiting symptoms common associated with COVID-19





# TRAILBLAZERS

such as fever, coughing, difficulty breathing, headache, sore throat, nausea or diarrhea.

I further certify that I am of lawful age (18 years or older) and otherwise legally competent to sign this agreement, and that I have legal capacity to act as the parent/guardian of the named minor. I further understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read it, of my own free will.