**TOY STORY TEXAS KIDS CLUB, INC.**

**Summer Day Camp Parental Agreement Form**

\_\_\_\_\_\_I agree to pay the Summer Day Camp Enrollment Fee of $100.00 *per child*, Activities/Admissions Fee of $100.00 per child, and the Summer Day Camp tuition of $1,000.00, payable in one (1) week payment. By enrolling my child, I understand that I am responsible for the full tuition regardless of whether or not my child is in attendance. I understand that all of these fees are NON-REFUNDABLE.

\_\_\_\_\_\_I understand that any reference to “Parent” may mean either “parent, guardian or other authorized chaperone” for the child in question.

\_\_\_\_\_\_I understand that if I do not pay the required fees, I WILL forfeit my child's place in the Summer Day Camp program. I understand that the tuition fee for the Summer Day Camp program includes 5 days of summer camp. I understand the tuition fee can be paid at a rate of $1000.00 per week, but must be paid by 6:00 p.m. on the Friday PRIOR TO the before day of the week of service to be provided. If the tuition payment is not paid by 6:00 p.m. on any given Friday, I understand my child will not be permitted to participate in the program on the following Monday. If for any reason my payment is late, I understand that a $20.00 per business day late fee will be assessed against my account. I understand my child can only be readmitted when the past due tuition, plus late fees, are paid in full and space is available. If I prefer paying monthly, I must pay a month in advance, not a month behind. I further understand that I must pay the entire Summer Day Camp tuition of $1,000.00 and that no refunds or credits will be issued for sick days or absences.

\_\_\_\_\_\_I understand that I must sign my child in and out of the Summer Day Camp program each day my child is in attendance, and that my child will only be released to the person or persons I have so designated on the attached Emergency Contact Sheet.

\_\_\_\_\_\_I understand that TOY STORY TEXAS KIDS CLUB, INC. is not liable for accident or illness occurring to my child while he/she is in its care, unless it can be proven that the accident or illness was the direct result of the staff's Gross Negligence. I understand the victim of an attack by the animals cannot recover damages from the animal’s owner. **I expressly accept any risk involved in the recreational event of horseback riding lessons, and waive ANY claim or related claim which may be brought against TOY STORY TEXAS KIDS CLUB, INC., or any of its staff, for any injuries to my child sustained while horseback riding**.

\_\_\_\_\_\_I understand that as the Parent of my child, I am responsible for any actions he/she may take, and **expressly accept liability for the acts of my child while under the care of the Summer Day Camp staff and when my child is on TOY STORY TEXAS KIDS CLUB, INC.’s property.**

\_\_\_\_\_\_ I understand that family disputes, such as divorce or over custody, can be disruptive to normal child care and may result in dismissal of my child and forfeiture of tuition if the peace and civility of the Summer Day Camp are determined to have been disrupted in the sole discretion of TOY STORY TEXAS KIDS CLUB, INC. If custodial changes are made after a child enters the program, the parent must provide TOY STORY TEXAS KIDS CLUB, INC. with a signed court order. Ref. 36-6-105 (Domestic Relations).

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\_\_\_\_\_\_I understand that any adult who is obviously impaired or otherwise obviously under the influence of any controlled substance, legal or illegal, will not be permitted to leave the Camp with my child unless they are accompanied by another adult who is demonstrably not impaired. Furthermore, a parent under the influence of any controlled substance when bringing their children to the Summer Day Camp will not be tolerated. **I expressly agree that any failure to comply with this paragraph will result in forfeiture of tuition.**

\_\_\_\_\_\_I expressly agree to honor the policies of TOY STORY TEXAS KIDS CLUB, INC.’s Summer Day Camp program in terms of fee payment, illness of the child, withdrawal from the program, health and safety regulations and other stated policies.

I understand that all registration information must be updated by the parent whenever there is a change of general or emergency information and that it is my sole responsibility as a Parent to make such necessary changes.

\_\_\_\_\_\_On any such occasions when I am unavailable, or in emergency situations, I expressly authorize the Summer Day Camp staff of TOY STORY TEXAS KIDS CLUB, INC. to seek emergency medical care as needed for my child, as detailed in the attached Medical History Sheet.

\_\_\_\_\_\_ I expressly recognize that TOY STORY TEXAS KIDS CLUB, INC. has taken all the necessary steps to safeguard the premises from any foreseeable dangers or dangerous conditions, and will not hold TOY STORY TEXAS KIDS CLUB, INC., or any of its staff, liable for the Negligent, Grossly Negligent, Reckless, or Willful conduct of any child, parent, or any other Third Party.

\_\_\_\_\_\_ I expressly agree that this Agreement Form shall be governed and construed under the laws of the **State of Texas**. I also expressly agree that all disputes, controversies, and claims arising out of this Agreement Form shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with arbitration rules then in effect with the American Arbitration Association.

\_\_\_\_\_\_ I hereby acknowledge that proper venue for any such dispute, controversy, or claim shall be **Fort Bend County, Texas.**

\_\_\_\_\_\_I understand this Agreement Form is a binding contract binding for both TOY STORY TEXAS KIDS CLUB, INC. and myself. I also understand that as result, if any legal fees or collection fees are incurred by TOY STORY TEXAS KIDS CLUB, INC. in any claim or action related to this Agreement Form in which TOY STORY TEXAS KIDS CLUB, INC. prevails, then I shall have the sole responsibility of paying said fees.

\_\_\_\_\_\_ I hereby acknowledge that by signing below, I agree and covenant to follow all of the preceding conditions, obligations, duties, and promises contained in this Agreement Form, and have been fully informed of all of the policies and activities as stated in the TOY STORY TEXAS KIDS CLUB, INC. Summer Day Camp handbook.

\_\_\_\_\_\_ I hereby also acknowledge that should any clause, phrase, or other section of this Agreement Form be deemed by a Court of competent jurisdiction to be void, unconscionable, or otherwise unenforceable under the law, then it shall not be construed to render the rest of this instrument unenforceable, but it shall be understood that all non-enforceable clauses, phrases, or sections of this instrument shall be severed, with the remaining enforceable clauses to be given full effect under the law.

Parent/Guardian Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent Name (Print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Child’s Name (Print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EMERGENCY CONTACTS**

Emergency Contact Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone (work): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone (cell): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relationship to Child: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone (work): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone (cell): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relationship to Child: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone (work): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone (cell): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relationship to Child: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone (work): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone (cell): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relationship to Child: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**MEDICAL HISTORY**

Physician Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Physician Office Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Physician Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Physician Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Physician Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Physician Office Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Physician Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Physician Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Physician Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Physician Office Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Physician Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Physician Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I hereby declare that my child suffers from the following medical ailments, diseases, or conditions:



I hereby declare that my child takes the following prescribed medications: