

WA MOLA, LLC
2023 Terms and Conditions

These Terms & Conditions (hereafter “Terms”) must be signed by one of the camper’s parents or legal guardians (hereafter collectively “parent”). In consideration of the services of WA MOLA, LLC, doing business as Missoula Outdoor Learning Adventures (“MOLA”), parent agrees as follows:

MOLA Campers: Parent must submit this application, as well as a \$100.00 non-refundable deposit to hold your child's spot in a MOLA (“program”). Final payment is due on May 1, 2023.

TERMS OF PAYMENT, ENROLLMENT, WITHDRAWAL AND REFUND POLICY

MOLA requires you to submit a \$100.00 non-refundable deposit with your application. Along with the application and deposit, there are several additional forms a camper and/or parent must complete and submit. Please read and complete those carefully. **Importantly, a camper’s final acceptance, enrollment and participation in a program is contingent on full and timely payment and on our receipt and review of all required (completed and/or signed) forms and information,** including but not limited to these Terms and the WA MOLA, LLC: Acknowledgment and Assumption of Risks & Release and Indemnity Agreement.

On May 1st or any date of application thereafter but before the summer season, MOLA will charge the credit card we have on file for the remainder of your tuition due. MOLA also charges a 3% fee for credit cards; consequently, this fee can be waived if paying by echeck, check or wire.

If a camper withdraws from a program before June 5th, we will return the full amount less the \$100.00 non-refundable deposit. If a camper withdraws from the program after June 5th, we reserve the right to retain the full amount of tuition. You may also opt to switch into another week of MOLA dependent on availability.

There are no refunds for “missed days” - no exceptions - except for the 2023 season in which we have the added variable of taking extreme caution in regard to potential COVID-related illnesses. In these rare cases, we will side with caution and work with each family as we see fit.

MOLA reserves the right to dismiss a camper if a staff member believes, in their sole discretion, that camper presents a safety concern or medical risk, is disruptive or otherwise conducts themselves in a manner detrimental to the program and/or activities. If camper is dismissed or departs for any reason, the parent is responsible for all costs of this early departure.

If a camper does not show up or arrives late, MOLA reserves the right, in its sole discretion, to alter the camper’s schedule. In addition, if a camper arrives late or departs early from a program for any reason (including, but not limited to, voluntary withdrawal, dismissal for any reason, illness, injury or for any other reason), no refunds will be granted.

If MOLA declines to accept or withdraws a camper from a program because of the camper’s or parent’s failure to submit requested information or for misleading or false statements on any MOLA forms, there will be no refund of fees paid.

MOLA ALTERATIONS OR CANCELLATIONS TO SCHEDULE

Our intention is to follow the schedules described in marketing materials as closely as possible. There may be instances in which the weekly schedules presented must change, due to conditions in the environment. If an activity or area is altered for any reason, you, the parent, will be notified. We expect parents to be flexible with alterations and are confident that campers will take advantage of the opportunities that altered programming provides.

If MOLA has to alter or cancel before or during a program – regardless of whether we issue any refund – we are not responsible for any indirect, incidental, consequential or other costs, damages or fees camper or parent may incur, such as equipment purchased for a program, substituted programs, or otherwise.

NOTE: Please understand that the fluid and potentially changing U.S. Federal, State or County requirements/guidance or other factors associated with operating programs in the midst or wake of the COVID-19 Pandemic, may require MOLA to alter, suspend or cancel its programming at any time.

WAITLISTS

We advise families to enroll as early as possible. Due to limited capacity, some children are placed on a waitlist. We maintain waitlists for each program should a program reach its capacity. If there is a vacancy, we will notify the first person on the waitlist. If this person does not accept, we will move down the list.

INSURANCE

Medical Insurance: All campers must have medical insurance. **Note:** Your personal medical insurance may not cover the camper's medical expenses. You should review your medical insurance to understand if you have appropriate coverage, or if you need to purchase a supplemental medical policy.

CAMP COMMUNITY EXPECTATIONS

Our programs are community-focused with structured environments, and we have high expectations of our campers' behavior. Every MOLA camper is expected to be positive, motivated, and enthusiastic. We pride ourselves on the quality of our program activities, and counselors.

COMMUNICATION

Please note that the MOLA office is staffed 7 days a week during the summer months. Our office will endeavor to contact parent if a camper must see a physician or be treated by other medical personnel. The parent must notify MOLA before drop-off time if camper is unable to attend because of sickness, injury, or other reason.

PERSONAL ELECTRONICS AND OTHER BELONGINGS

In an effort to eliminate distractions among the group and to promote engagement in all activities, personal electronic devices, such as iPods, iPhones, iPads, handheld gaming devices, e-readers, cell phones, etc., are prohibited on all of our programs. We understand camper may need a cell phone to help coordinate pick up and drop off. If your camper comes with a cell phone, they must not use it during camp hours. MOLA is not responsible for any electronic devices (or other camper personal belongings) that are lost, damaged, or stolen.

INTERNET POSTINGS; MOLA PROTECTED MATERIALS

MOLA encourages campers and families to 'spread the good word' about their experiences at MOLA. At the same time, we expect campers and their parents to respect our company, and not to disparage MOLA in

postings on the internet (websites, Facebook, YouTube, Twitter or other sites). Also, please understand that our website and information contain copyrighted materials, trademarks, trade names and logo/marks that are the sole property of MOLA, and (other than downloading or printing for personal use) may not be copied, broadcast or published without our written permission.

EQUAL OPPORTUNITY – NON-DISCRIMINATION

MOLA provides equal opportunities to all, and does not discriminate on the basis of race, color, gender, religion, national or ethnic origin, sexual orientation, age or disability. However, MOLA does reserve the right to deny admission or ongoing participation on medical or health grounds, in appropriate cases.

PHOTO/STATEMENT AUTHORIZATION

The camper and parent authorize MOLA staff or its designees to photograph, film, record and/or otherwise capture the name, image, voice, verbal or written statement, photograph and/or visual likeness (collectively “images”) of camper, parent and/or other family members, without compensation, for use in any media throughout the world in perpetuity, including for sale, reproduction or display on the internet, in publications and/or for any informational, promotional or other use. MOLA owns these images and camper/parent waive any inspection or approval rights.

PARENTAL AUTHORITY

I (parent) certify and represent that I am the camper’s legally authorized parent, and that I have the legal authority to permit my child to participate in any MOLA program and all activities, and to execute these Terms and all other required documents for myself and for and on behalf of my participating minor child. To the extent necessary, I agree that I have obtained any and all other pertinent consents or authorities (including any required by a court decree or order; for example, a divorce decree, custody order or joint parenting plan). I fully understand and agree that if my child’s other parent (or anyone else) challenges my authority: a) the child will not be allowed to attend the program, or, if already on program, the child will be dismissed from the program – in either case without a refund, if the parents or other parties involved cannot reach agreement, and b) I will fully defend and indemnify MOLA with respect to any claim/s made by the other parent or any person to the fullest extent provided for in the WA MOLA, LLC: Acknowledgment and Assumption of Risks & Release and Indemnity Agreement or otherwise, including payment of any costs or attorneys’ fees expended by MOLA to resolve a dispute.

BEFORE AND AFTERCARE

MOLA does provide early drop off and late pick up (7:45am-8:30am – 5:00pm-6:15pm) for an additional cost of \$30 per day (or \$15 per day if a camper only needs to utilize early drop off or late pick up, not both). Regular MOLA hours are 8:30am – 5:00pm.

GRATUITIES

MOLA staff does not accept any form of extra compensation, including, but not limited to monetary tips.

Parent: I have read, understand and agree to the Terms outlined above and agree to discuss the Terms with my camper. I agree to review all program materials, complete all required forms, and abide by the terms of those documents. I agree that Wyoming law (except for any law that would apply the laws of another jurisdiction) governs these Terms and all other aspects of the camper’s or parent’s relationship with MOLA,

contractual or otherwise, and agree that any lawsuit or other legal proceeding must be filed or entered into only in Teton County, Wyoming. I agree to first attempt to settle any dispute (not settled by discussion) through mediation before a mutually acceptable Wyoming mediator. **The camper's parent must sign below.**

If you have any questions or concerns regarding any of the above, please do not hesitate to contact us here in the office at 307-733-2122 or info@wildernessadventures.com

I understand my signature is valid and legally binding whether I choose to electronically sign, or manually sign a printable version of these Terms.

Please complete the information below to electronically sign these Terms. *If you do not agree to the electronic signing process, contact us for a printable version that you can download, print, manually sign and return to us via U.S. Mail.

Electronic Signature: By typing my name in the signature box below, I agree I am entering into and accepting the MOLA Terms & Conditions.