



CONTRACT OF ENROLLMENT
The Seedlings Program
Summer 2010 – Speyer Farm

Please Print

Date / /

Child's Name _____ Birth Date / /

Address _____ City _____ State _____ Zip _____

Child will be yrs mnth of age as of September 1, 2010 Male Female

Home Phone (____) _____ Home Fax (____) _____

Father's Name _____ Mother's Name _____

Father or Mother's address (if different) _____

Address _____ City _____ State _____ Zip _____

Father's Work Phone (____) _____ Mother's Work Phone (____) _____

Father's Cell Phone (____) _____ Mother's Cell Phone (____) _____

Family email _____ Elementary School _____

Please explain any medical conditions (including allergies or other dietary restrictions) _____

Pediatrician: _____

How did you **first** learn about us? _____

Are you enrolling for the: 5-Week Series beginning w/o June 28, 2010 10-Week Series

5-Week Series beginning w/o August 2, 2010

Please indicate preferred series for child at Speyer Farm, 441 Hardscrabble Road, North Salem, NY:

 Series A Tuesdays 4:00 pm – 5:30 pm

 Series B Wednesdays 4:00 pm – 5:30 pm

 Series C Thursdays 4:00 pm – 5:30 pm

 Additional requests will be considered _____

Early bird specials through March 31, 2010 are 5 weeks: \$237.50; 10 weeks: \$380.00.

Seedlings Summer Program Package:

1.5 hour weekly sessions include:

- Hands-on cooking with healthy recipes
- Trying hand-grown, seasonal fruits and vegetables
- Planting and organic gardening activities
- Creative arts and crafts
- Supplies and nutritious snacks
- HealthBarn USA recipes for parents

Tuition:

5 weeks = \$250.00*

10 weeks = \$400.00*

* 10% discount for siblings.

- ✓ To enroll send a deposit of \$50.00 with this agreement to HealthBarn USA Inc., PO Box 621, Wyckoff, NJ 07481.
- ✓ Full payment is due at the start of the program.
- ✓ Fee may be income tax deductible, partially reimbursed by your health insurer, or covered by Flexible Savings Account.

SIGNATURE REQUIRED ON REVERSE SIDE

1. This contract constitutes the full understanding of the parties hereto and no change, modification or waiver of any of the terms hereof shall be effective unless in writing or signed by both parties.
2. In consideration of Participant's enrollment and payment of appropriate fee, HealthBarn USA agrees to provide package fee for said Participant. Package fee includes regular program instruction and supervision for physical activity, nutrition education, and recipe preparation. Package fee does not include transportation to and from HealthBarn USA at Speyer Farm. All physicians' fees, hospital fees, medicines and other medical expense are the responsibility of the Participant's family.
3. My Child may participate in any activity organized by the HealthBarn USA team on Farm grounds. We assume the inherent risk of such activities and will hold HealthBarn USA and Speyer Farm harmless in the event of any injuries, medical bills or property damages that that may result from a program activity.
4. A deposit of Fifty Dollars must accompany this application. The balance of tuition is payable at the start of the program.
5. No adjustment, allowance or refund of the deposit of the fees shall be made except where a Participant notifies HealthBarn USA prior to the start of the program that he or she will be unable to attend for any reason whatsoever a full refund will be made.
6. For the safety, welfare and proper maintenance of all the Participants, HealthBarn USA reserves the unrestricted right to dismiss a Participant whose conduct or influence is adverse to the best interest of HealthBarn USA in the considered opinion of the directors. Such conduct or influence, includes, but is not limited to: any observation or discovery of the use or possession of weapons, drugs or drug-related implements, stimulants or intoxicating beverages, leaving Farm grounds, or program activities without official approval and supervision, damaging or defacing Farm property, smoking, possession of cigarettes, refusing to participant in program activities, not complying with program rules or procedures, inappropriate behavior, and omission or misrepresentation regarding the medical or mental history of the Participant. We do not assume legal obligation to administer prescription medications & failure to do so does not excuse Participant from the following rules or appropriate behavior. Any of the above conduct may subject the Participant to dismissal and the parent of other notified party must pick-up the Participant immediately. If the parents are not available, the same applies to emergency designee or relative. In such an event, there will be no refund or adjustment of any part of the program fee. HealthBarn USA is not responsible for Participant when traveling to and from the Farm.
7. Due to the nature of the programs, there is no refund or credit for any portion of the program sessions not completed including late arrival, early departure, dismissal for cause, illness or accident, disability or withdrawal for any reason. The parents recognize that there is a risk that their child may not complete the program and in that event, assume full financial loss. Fees already paid and/or due are agreed to be the fair and reasonable sum as and for liquidated damages. We acknowledge that HealthBarn USA cannot replace the Participant once the program has started. All claims for refunds or credit are expressly waived and released by the parents and/or guardians of the child.
8. The venue and place of trial of any dispute that may arise out of this agreement or otherwise, to which HealthBarn USA, Inc. or its agents, is a party, shall be in the State of New York. In the event that HealthBarn USA retains the services of an attorney to enforce its rights under the terms of the contract if successful, whether after litigation or through settlement, HealthBarn USA shall be entitled to reimbursement for its legal fees and costs. In the event that any portion of this Agreement is deemed void or unenforceable for any reason, it shall not affect the balance of the Agreement, which shall be enforced in the manner designed to give HealthBarn USA the fullest benefit and protection represented by this Agreement.
9. HealthBarn USA, its officers, directors, teachers and assistants, shall not be responsible for clothing or personal possessions lost or damaged by fire, theft, malicious mischief or personal negligence.
10. Names and addresses of participants and team, participant inquiries and printed material and procedures are confidential property of HealthBarn USA.
11. HealthBarn USA assumes no responsibility for the acts done to participants when in violation of program rules, local, state and federal laws. HealthBarn USA is not responsible for losses of personal property or acts done by participants or other persons while off the Farm premises.

Please enroll my child _____ in HealthBarn USA Seedlings program. I have read the Contract of Enrollment terms above, am familiar with the same and agree that this enrollment is acceptable to me and is subject to everything contained therein.

PARENT'S SIGNATURE:

Father _____ DATE ____/____/____
 Mother _____ DATE ____/____/____
 OR Authorized Guardian _____ DATE ____/____/____