

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. Tuition includes regular program instruction and supervision for gardening, physical activity, nutrition education, recipe preparation and self-esteem/leadership skill development. Package fee does not include transportation to and from HealthBarn USA at Abma's Farm. All physicians' fees, hospital fees, medicines and other medical expense are the responsibility of 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 Abma's 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 Seventy-Five Dollars must accompany this application. The balance of tuition is payable at the start of the program unless a payment plan has been put in place by HealthBarn USA management.
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 program fee. HealthBarn USA is not responsible for Participant when traveling to and from Farm.
7. Due to the seasonal 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 season 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 season 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 Jersey. 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 the Sprouts 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 ____/____/____