

# JULIAN KRINSKY CAMPS & PROGRAMS TERMS AND CONDITIONS

PLEASE SUBMIT COMPLETED FORMS TO [FirstSummer@JKCP.COM](mailto:FirstSummer@JKCP.COM)  
OR BY MAIL TO  
FIRST SUMMER, 610 S. HENDERSON RD, KING OF PRUSSIA PA 19406

Student Name \_\_\_\_\_

Program Name Jack Kent Cooke First Summer

The following terms and conditions ("Terms & Conditions") pertain to the Jack Kent Cooke Foundation's Young Scholars First Summer (the "Program"), run by Julian Krinsky Camps & Programs ("JKCP"). The Terms & Conditions supersede any other terms and conditions previously published by JKCP. It is the responsibility of both the parent/guardian ("you") and your child (alternatively referred to below as "student") to be familiar with the Terms & Conditions. In signing the Terms & Conditions, you acknowledge that you and your child have read, understand and agree to abide by them.

You and your child are governed not only by JKCP's Terms & Conditions, but also, where applicable, by (i) the policies of our "Host/Partner Institutions" which include University of Pennsylvania and the Jack Kent Cooke Foundation and (ii) federal, state and local laws. Where there is a discrepancy between JKCP's Terms & Conditions and (i) or (ii) above, the most stringent term, condition, rule, or policy shall apply.

## RULES & POLICIES

Your child is required to abide by each of the following rules and policies ("Rules & Policies") whether the student is on or off campus. JKCP reserves the right to enforce any and all aspects of the Rules & Policies. In the event of even a single violation, JKCP reserves the right to take disciplinary action which includes but is not limited to: a warning, consultation with you, or in cases of serious or repeated incidences, exclusion or dismissal from the Program.

### Rules & Policies:

- Treat fellow students, staff (including instructors), campus neighbors, and affiliates with respect and courtesy.
- Behave in ways that do not expose oneself or others to injury or endangerment, and that do not diminish in any other way the experience of others.
- Respect the campus and other physical surroundings, including equipment, furnishings, and facilities. Students must report to a Program director any damage that they cause to this property, or to property located off-campus.
- Refrain from the use of profane, obscene, derogatory, abusive, or threatening language.
- Refrain from the use, purchase, or possession of, or any other involvement with, alcohol, illegal drugs (including marijuana in any form, such as leaves, pills, oils, topical ointments, tinctures, liquids, or edibles), drug paraphernalia (including vaporizers), or tobacco products (including e-cigarettes). JKCP will have sole and complete discretion in identifying and determining "use," "purchase," "possession," and "involvement."
- Refrain from the use, purchase, or possession of weapons (including firearms and knives), ammunition, explosives, fireworks, open flames, candles (including tea lights), torchiere halogen lamps, heating appliances (including space heaters, stoves, and hot plates), air conditioners (unless medically authorized), pornography, drones, hoverboards, electric scooters, refrigerators (in excess of 3.4 cubic feet or 1.5 amps), or any other item that exposes oneself or others to injury or unreasonable discomfort. JKCP will have sole and complete discretion in identifying and determining "use," "purchase," "possession," "injury" and "unreasonable discomfort."
- Students may not bring animals onto campus (JKCP may approve, in writing, certain requests for the possession of service or emotional support animals in accordance with the Americans with Disabilities Act and Fair Housing Act).

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- Abide by curfew and quiet-hours requirements.
- Dormitories are co-educational, with floors that are gender specific. Students are not allowed to visit any floors containing students of a different gender. Exceptions may be made by Program staff, and in those cases, Program staff supervision may be required.
- Students are required to be present from the first day to the last day of the Program. In rare cases, there may be valid reasons for a child to arrive late, depart early, or leave the Program for a period of time. Permission for such arrangements may only be considered by the Program director and only after the submission of a written request from the parent/guardian. If the request is granted, a Program director will discuss expectations with that student which may include makeup time and work. Continued absence may lead to dismissal from the Program.
- Students may not leave campus except when accompanied by a member of the JKCP staff, or when both of the following conditions are present: (i) the child is accompanied by you, or a person whom you authorize who is at least 18 years of age, and (ii) the individual with whom your child leaves campus is prepared to present verifiable, official identification.
- With certain exceptions delineated at the end of this paragraph, students must remain within the approved campus boundaries, and when walking from one location to another within those boundaries, may only do so if all of the following conditions are met: (i) the commute takes place during approved times, (ii) the student is part of a group of three or more students, (iii) at least one student in the group is available via mobile phone at all times, and (iv) all students in the group must sign out through the residential director's office. One exception to these conditions is for a student residing in the Quad who wishes to remain in the Quad. Further, the residential director has the authority to permit a student to travel unaccompanied to a specified location within the approved campus boundaries (e.g., Pottruck Gym, Wawa Convenience Store and the Penn Book Store), but if any such exception is authorized, the student will be informed prior to the travel.
- While attending a Program, students may not drive a motor vehicle. JKCP may provide a written authorization to certain day students who need to drive to/from the Program, but such exceptions may only be made by a Program director, and only after receipt of a written request from the parent/guardian. Any such request should include: student name, Program, relevant date(s) and time(s), and the reason(s) the student needs to drive to/from the Program.
- Campus security is paramount. Students must report any missing key or identification card to a Program director within twenty-four (24) hours of discovering that the item is missing.
- Students are fully responsible for their own personal belongings (including sports equipment) and will not hold JKCP responsible for any related loss or damage due to the student's negligence.
- With respect to a student's use of technology, the internet, or host networks, whether before or during a Program, conduct that is inappropriate or harmful, whether to JKCP, JKCP's Host/Partner Institutions, other students, staff or instructors, is prohibited. Such conduct includes, but is not limited to, jeopardizing another's safety or privacy; downloading, displaying, or sending illegal, obscene, or offensive files or messages; harassment, bullying, or other attacks; use of another person's password; unauthorized use or access of another person's work or files; and the use or access of a computer or network for commercial purposes.
- Unless an exception is made by JKCP, use of cell phones, laptops, tablets, or other electronic devices (including but not limited to devices used for music, reading, or gaming) will not be permitted during class or planned activities.
- Entrance to and exit from campus may only be made through approved entrances and exits.
- Students may not obtain a tattoo or piercing during the Program.
- During certain Programs, students may have free time, some of which will be unsupervised and independent. During these periods, students are still required to abide by the Terms & Conditions, respect all Program rules and behavioral guidelines, and exercise caution and good judgment to ensure their wellbeing.
- JKCP and/or our Host/Partner Institutions may establish additional rules and policies.
- As referenced above, your child must obey all local, state, and federal laws.

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You further acknowledge that you have read, and agree with, the following Rules & Policies, which apply directly to you, the parent/guardian:

- The Program may contain activities or group living arrangements or interactions that are new to your child, or that come with risks or uncertainties that your child is not used to dealing with at home or in other camp or school settings. As parent/guardian, you assume these risks on behalf of your child.
- You are highly confident that your child is enthusiastic about attending the Program, and further, capable of handling the emotional, social, intellectual, linguistic and physical aspects of the Program including any risks involved.

## **ADMISSION**

You assure that you and your child have each determined that your child meets all minimum admission standards for the Program, and that your child is prepared for the emotional, social, intellectual, linguistic and physical aspects of the Program.

## **EXCLUSION DUE TO NON-COMPLETION OF REQUIRED FORMS**

Any participant who fails to complete all paperwork required by the Program may be subject to exclusion or dismissal from the Program. Notification of exclusion or dismissal may be delivered at any time prior to and/or during the Program, but JKCP will issue at least one late-completion notification (possibly by email) before any action to exclude is taken.

## **HEALTH POLICIES**

By registering for the Program, you agree to complete your child's health forms fully, accurately and on time as specified by the system.

Each student, upon acceptance to the Program, must submit a complete and accurate (i) health information form (which includes emergency contact information, basic health information, allergies, medications, etc.), (ii) health examination form within 18 months of your start date, (iii) set of immunization records, and (iv) waiver with proof of the student's valid and current health insurance or traveler's insurance policy.

If by the start date of a Program, a student's health forms are either incomplete, or, fail to disclose any medical (including psychiatric) condition, then that student is subject to exclusion or removal from the Program at JKCP's sole discretion, and with no available refund. By registering a student, you assure JKCP that the health history provided is, or by the start date of the Program will be, correct, so far as you know, and that your child has permission to engage in all prescribed Program activities except as noted.

When completing the health information form, you must list all medications (including over-the-counter or nonprescription drugs) routinely taken. Any medications brought onto campus must contain the original package or bottle that identifies the prescribing physician (if a prescription drug), the name of the medication, the dosage, and the frequency of administration. Prescription medications that are not listed on the JKCP medical form may not be allowed on campus. Upon written request of a parent, JKCP nursing staff may issue reminders to students to take their medications; however, only the students themselves are permitted to administer their own medications. Students are prohibited from providing their medication to any other student or staff member, and are prohibited from accepting or taking medications from any other student or staff member. A student with a prescription for medication that is otherwise prohibited by this policy must submit a separate Prescription Medication Waiver Form that JKCP and the host institution will evaluate in order to determine whether the student's potential possession and use of that medication during the Program is safe given the requirements of, and other participants in, the Program. In the event that possession and use is permitted, it may be regulated and supervised by Program staff.

You authorize, including but not necessarily during an emergency during which you and/or your child's emergency contacts are not reached, (i) JKCP to administer therapeutic or appropriate dosages of over-the-counter medications (acetaminophen, ibuprofen, bismuth subsalicylate, diphenhydramine, etc.) to your child as deemed appropriate by the JKCP nursing staff; (ii) JKCP, at its sole discretion, to place your child at your expense and without any further consent or advance notice in a hospital

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for medical services, or if no hospital is readily available, to place your child in the care of a licensed medical doctor for treatment, including at facilities that are unaffiliated with, and not located near, the host facility; and (iii) physicians and nurses selected by JKCP to treat your child. In the event of any harm to your child due to, or during any of the processes described earlier in this paragraph, and assuming no recklessness on JKCP's behalf, you agree not to hold JKCP liable in any way.

You should be familiar with your child's health or traveler's insurance policy and understand the procedures for filing a claim. Payment for medical costs, including those related to a visit to a medical provider (in-patient or out-patient) or the purchase of medication, may be required at the time of service or billed to you at a later date. Please respect our relationships with our healthcare providers by paying these bills as required.

Please contact the JKCP office to find out about Programs and options for students with special needs.

## **ROOM ENTRY**

JKCP reserves the right to enter, inspect, and search any room and all contents of any room, at any time, without prior permission from, or additional notice to, any student or parent/guardian. Whether JKCP decides to enter, inspect, or search a room will be determined at JKCP's sole discretion. JKCP may be accompanied by campus police to ensure the safety or welfare of others entering or occupying the room. Circumstances which may result in JKCP entering, inspecting, or searching a room or its contents include, but are not limited to: suspicion that an emergency exists; suspicion of a violation of these Terms & Conditions, including but not limited to the presence of illegal substances or contraband; to determine the well-being of an occupant; to locate persons or property; to complete fire-safety inspections; to facilitate maintenance; or to ensure that safe and sanitary conditions exist. JKCP may inspect and search a room as often as JKCP deems necessary to ensure that safe, sanitary, and otherwise compliant conditions are being maintained. Students who persist in maintaining unsafe or unsanitary conditions after being warned may be subject to dismissal from the Program without refund.

Illegal or otherwise prohibited items discovered during these inspections will be confiscated, not returned, and turned over to campus officials or other police when appropriate.

Students may not install or modify locks, combinations, latches, or other devices that may impede room access.

## **MEDIA RELEASE**

JKCP, and our Host/Partner Institutions, retain the right to use any works, projects, photographs, videos, audio recordings, social media, online comments, websites, or technologies, whether created by JKCP, the Host/Partner Institution, or your child, that show, concern, were created by, or contain contributions from, your child or your child's activities (where such activities could be on campus or off, and related to the Program or not) in any media, for any purpose including but not limited to advertising, marketing, promotion, social media, and sales, without any notice or compensation to you or your child, now and in the future.

## **VISITATION AND TRAVEL**

All requests for visitation or leave (e.g., weekend travel apart from the Program) must be submitted in advance, in writing, by a parent/guardian to a Program director. Any such request may be rejected where a student is busy with classes, classwork, or activities including off-campus trips. Weekend travel apart from the program is highly discouraged given its potential impact on the travelling student and his or her friends and fellow students in the Program.

## **OFF-CAMPUS PROGRAM ACTIVITIES**

Program activities, including courses, field trips, evening activities and weekend activities may take place at a location other than the host institution. You give JKCP permission to take your child off campus for Program activities.

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## **PROPERTY DAMAGE AND SECURITY AGREEMENT**

Students may be issued one or more of the following: lock combination, room key, building key, campus key card, or identification card. At the student's checkout, the student must turn in all issued keys and identification cards. You are responsible for the cost of all items that are lost or not returned, which could be as high as \$350 per item. JKCP will not accept keys and cards that are returned after checkout is completed.

Students are instructed not to leave dorm rooms open when the students are not present. Students are responsible for locking the door to their room each time they depart.

Upon learning of any damage caused by your child to a campus facility, a Residential or Program director will report the damage to the campus at which point a determination will be made as to the estimated repair cost. You will then be responsible for prompt payment of that amount.

## **LIABILITY FOR THIRD PARTIES**

JKCP does not own or operate every entity that provides goods or services for your child's Program. For example, third parties provide goods and services related to campus and lodging facilities, transportation, and on-campus and off-campus dining and catering. As a result, JKCP accepts no liability and is not responsible for any negligent or willful act, or failure to act, of any such entity, or of any other third party not under our direct control.

## **FORCE MAJEURE**

JKCP accepts no responsibility and is not liable for any risk, delay, cancellation, inconvenience, damage, injury, or death which results from an event beyond the reasonable control of JKCP (a "force majeure event"). Force majeure events shall be defined to include, but not be limited to, acts of government, criminal or terrorist activity, war, acts of God (such as disease outbreak or natural disaster), strikes, political or civil unrest, and structural or other defective conditions on campus or off.

## **APPLICABLE LAW**

JKCP is obligated to observe and follow all local, state, and federal guidelines including those that mandate the reporting of child abuse. We reserve the right to follow these guidelines even if it means notifying the appropriate authorities prior to notifying you.

Any and all disputes concerning JKCP, including but not limited to disputes concerning (i) a student's involvement with JKCP or a Program, or (ii) JKCP literature, communication, or representations, shall be resolved solely by binding arbitration in Montgomery County, Pennsylvania in accordance with the then existent commercial rules of the American Arbitration Association. In any such arbitration, the substantive and procedural laws of the Commonwealth of Pennsylvania shall apply.

## **CONTACT JKCP**

All questions regarding the Terms & Conditions should be directed to the JKCP Administrative Office:

- e.** info@jkcp.com
- p.** 610.265.9401, x 0
- f.** 610.265.3678

Parent Name (please print)\_\_\_\_\_

Parent/Guardian Signature\_\_\_\_\_Date \_\_\_\_\_