

**Rites of Passage NW**  
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## ENROLLMENT AGREEMENT

This agreement is entered into by and between *Rites of Passage NW L.L.C.*, (hereinafter “ROP”) and **(full legal name)** \_\_\_\_\_ (hereinafter “Sponsor”) to provide services for **(full legal name)** \_\_\_\_\_ (hereinafter “Student”) and is made effective as of **(date)** \_\_\_\_\_.

In consideration of the mutual promises set forth in this Agreement, ROP, and Sponsor (hereinafter the “Parties”) mutually agree as follows:

**1. SPONSOR’S REPRESENTATION.** Sponsor warrants that Sponsor is the parent(s)/guardian(s) having legal custody of Student with full power to enter into this Agreement and enroll Student in the Program according to the terms and conditions of this Agreement. ROP is entering into this Agreement in reliance upon this warranty and the information provided by Sponsor in this Agreement, the Application for Admission and all other documents submitted by Sponsor.

**2. PROGRAM.** The program will be for a minimum period of 6 weeks unless extended hereunder and will include the following (the “Program”): transportation from SeaTac Airport to the ROP course area, all necessary clothing, equipment, food, lodging, and curricula for Student to participate in ROP activities, weekly individual counseling services for Student, weekly group counseling services for Student, and weekly consultation meetings between ROP and Sponsor. The term of the Program shall commence when Student begins transportation to the ROP course area provided by ROP’s transportation team and terminate when Student completes the ROP graduation ceremony, held on the final day of the Program, at which time Sponsor is responsible for retrieving Student or arranging for Student’s departure transportation.

**3. ENROLLMENT OF STUDENT.** Upon Sponsor’s initial payment and completion of this Agreement, the Application for Admission and all other related documentation, and upon ROP’s execution of this Agreement, ROP shall accept Student conditionally for enrollment in ROP, subject to the terms and conditions of this Agreement. Sponsor acknowledges and agrees that ROP’s conditional acceptance of Student is subject to the personal evaluation and screening process conducted by ROP in the first week of the program. If Student fails to satisfy ROP’s screening criteria, Student will be returned promptly to Sponsor and ROP will return prepaid tuition fee to Sponsor, less daily tuition for days Student spent with ROP, the \$2,500.00 enrollment fee, a \$500.00 equipment/administration fee and a deduction for all reasonable expenses incurred by ROP on behalf of Student and/or Sponsor prior to Student’s return. Sponsor agrees to pay for Student’s return trip home or other placement.

### **4. PROGRAM COST AND PAYMENT TERMS**

**A. PROGRAM FEE.** The cost of ROP tuition is \$495.00 per day, plus \$2,500.00 enrollment fee, and tuition begins on Student’s date of arrival and ends on Student’s graduation date.

**B. SCHEDULE AND METHOD OF PAYMENT.** A minimum initial payment of \$28,395.00 plus \$2,500.00 enrollment fee, covering the first 8 weeks of Student’s program is due on or before Student’s date of enrollment. For additional discount of \$1,000 full payment for entire program must be paid a minimum of 30 days prior to program

commencement. This payment must be paid by cashier's check, certified check, wire transfer or accepted credit card. Sponsor shall provide a valid credit card number with available credit at the time of admission. Checks made payable to "Rites of Passage NW LLC" may be mailed into the office: 142 E. Strong Road, Shelton, WA, 98584 or presented on arrival to start course. In the event that any fees, costs or subsequent extensions, including but not limited to the initial program tuition fee, medication costs, outfitting costs and additional medical expenses, are not paid when due, Sponsor authorizes ROP to charge these items, including late fees, to this credit card number. Any extension of the Program must be agreed upon by ROP staff and Sponsor prior to its commencement. Payment for an extension must be paid in advance for the full length of the additional stay at the cost of \$495.00 per day.

C. CANCELLATION REFUNDS. A cancellation received less than seven days prior to the arrival date will result in a 50% refund. The amount retained by ROP may, if deemed appropriate by ROP, be used as credit against any future enrollment of Student. A full refund minus \$2,500.00 enrollment fee will be given if cancellation is received more than seven days prior to student's arrival.

D. EARLY WITHDRAWAL. If Student is withdrawn before the completion of the minimum period of enrollment, without the recommendation of ROP, refund shall be given at the discretion of Nathan Welch and/or Emma Welch.

E. ADDITIONAL COSTS AND EXPENSES. In addition to the ROP tuition and enrollment fees, Sponsor agrees to pay for the following expenses of Student: transportation from Student's current residence to Seattle, WA, and return transportation to Seattle, WA, and Student's current residence, food and lodging expenses for any holding period before commencement and/or after completion of ROP program, all medical, dental, and related expenses incurred by or for Student, all personal items specified by "Student Packing List" posted in ROP's Application for Admission, and any outfitting items that must be replaced during Student's Program. Sponsors are also responsible for any additional escort fees required for transporting Student to and/or from ROP to another location (i.e. airport, doctor's appointments or special event). Sponsor is responsible for the cost of any evaluations performed by a psychiatrist or psychologist.

F. PERSONAL INJURY AND DAMAGE TO PROPERTY. Sponsor agrees to accept full responsibility for and indemnify ROP from (1) the repair or replacement of any property damaged, defaced, or destroyed by Student, whether owned, leased, or controlled by ROP or any third party, and (2) any personal injury to any ROP personnel, other students or third parties caused, in whole or in part, by Student, and agrees to promptly reimburse ROP for any costs and expenses, including legal fees, it may incur in connection therewith.

G. LOSS OR DAMAGE TO STUDENT'S PROPERTY. ROP is not liable for any loss of or damage to any of Student's property.

H. RUNAWAY EXPENSES. Student is deemed as runaway if Student deliberately leaves and will not return to course area designated by ROP. ROP holds no obligation to find or return runaway Student to ROP and holds no obligation to readmit runaway Student to ROP if Student is deemed as unfit or unsafe for program participation. In the event Student runs away from ROP, ROP will make every reasonable effort to find and return Student to ROP or to Sponsor. An accounting of the expenses incurred by ROP in finding and returning Student will be made to Sponsor who agrees to accept full responsibility for any and all such costs and expenses, and to pay within seven days of Sponsor's receipt of said accounting. A minimum fee of \$500 will be applied to the Sponsor's account and the Sponsor agrees to pay this fee within 7 days. If runaway Student does not return to ROP, no prepaid tuition refund will be given and ROP holds no further obligation to Student or Sponsor.

I. INSURANCE AUTHORIZATION. Sponsor authorizes ROP to provide Student's medical insurance information to any person performing medical or other services, providing medication or doing anything else on behalf of Student described herein that may be covered by Student's medical insurance plan.

**5. MEDICATION.** All Student's prescription and nonprescription medication will remain in the custody of and be dispensed by ROP personnel in accordance with the instructions for such prescriptions throughout Student's Program. ROP will make every reasonable effort, but is not obligated, to return any remaining medication to Student or Sponsor when Student is discharged from ROP.

**6. EVALUATIONS.** ROP may from time to time recommend that the Student obtain counseling or be evaluated by a psychologist, psychiatrist or other mental health professional. ROP agrees to obtain the consent of Sponsor prior to such professional counseling or evaluation. Sponsor acknowledges and understands that such professionals are independent contractors and are not employees or agents of ROP. Sponsor hereby knowingly releases ROP from all liability and damages associated with the negligence or other acts or omissions of any third party contractor arising out of or relating to the Program.

**7. PICTURE AND NAME RELEASE.** Sponsor hereby grants ROP the right and permission to use, publish, and republish photographic or digital images and direct quotes of Student in which Student's image or quotations may be included intact or in part, now or hereafter.

**8. AUTHORIZATION FOR MEDICAL CARE AND RECORDS.** In the event of an accident, injury, illness or other medical necessity, Sponsor hereby authorizes ROP to: (a) provide emergency first aid to Student in the field and en-route to any hospital or clinic, (b) arrange for any medical, dental, psychiatric, hospital, ambulance or other health-related care for Student deemed necessary by ROP's staff, and (c) authorize a physician, dentist or other health-care professional(s) to perform any procedure(s) that the health-care professional(s) deems necessary for the well-being of Student. All costs and expenses incurred for these services shall be the sole responsibility of Sponsor. Sponsor also authorizes ROP to arrange for a physical examination and any psychological assessments of Student deemed necessary by ROP prior to or during Student's enrollment at ROP. Sponsor also authorizes any and all medical doctors, psychiatrists, psychologists, counselors, therapists, hospitals, clinics and treatment centers that have treated Student, and whose names Sponsor shall provide to ROP, to release all information regarding Student's medical and/or psychological history, diagnoses and treatments to ROP upon request. Sponsor also authorizes ROP to share information regarding Student's participation in the Program to those persons or entities listed on the attached Authorization for Exchange of Information, as amended from time to time. ROP shall keep all such information confidential and shall not disclose such information to any third party except as authorized by Sponsor.

**9. RESEARCH AUTHORIZATION.** Sponsor hereby authorizes ROP to use data from Student's records, tests, and assessments for purposes of ongoing research, provided that Student's name and identity will be kept confidential and not used in any published materials.

**10. EARLY TERMINATION BY ROP/LIQUIDATED DAMAGES.** ROP reserves the right to terminate Student's participation in the Program at any time due to: (i) failure of Sponsor to pay any amounts due under Section 4; (ii) illegal, uncontrollable, or dangerous behavior by Student; (iii) discovery of any unprompted or previously unknown physical, medical, mental, or emotional problem(s) of Student; or (iv) for any other reason if ROP deems it necessary for the protection of Student, any other student(s) or the integrity of the Program. **In the event that ROP elects to terminate pursuant to the terms of this section, Sponsor understands and agrees that Sponsor forfeits all monies pre-paid to ROP.** The forfeiture reflects the recognition that certain costs associated with making the Program available to Student are incurred, whether or not the Program is completed, including such items as salaries, inventories, and other general operating expenses. Therefore, Sponsor understands and agrees that the policy of non-refundable payments and expenses is a reasonable estimate of the losses (i.e., Liquidated Damages) ROP incurs with the early termination of Student.

**11. ESCORTS-TRANSPORT COMPANIES.** If an escort is required to bring Student to ROP, Sponsor agrees that any escort or escort service used by Sponsor, whether or not Sponsor is referred to the escort by ROP, is in all respects an independent contractor contracting directly with Sponsor. Sponsor agrees that ROP bears no responsibility of any kind for any such escort service or the negligence or failure thereof.

**12. HEALTH INSURANCE.** Sponsor warrants that Student is presently covered, and will for the duration of Student's stay at ROP be covered, by adequate health insurance covering claims that may arise in connection with any accident, injury or illness that Student may suffer or incur during Student's stay at ROP. Whatever deductibles or coverage exclusions may apply in a given case shall be satisfied entirely by Sponsor.

**13. ATTORNEYS' FEES.** In the event an arbitration, suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal there from, it is agreed that the prevailing party shall be entitled to reasonable attorneys fees to be fixed by the arbitrator, trial court, and/or appellate court. In addition, Sponsor agrees

to compensate ROP for all reasonable attorneys' fees and costs incurred by ROP in connection with those matters concerning which Sponsor has agreed to pay or indemnify ROP herein.

**14. ACKNOWLEDGEMENT/ENTIRE AGREEMENT.** Sponsor hereby acknowledges that Sponsor has read this Agreement and that Sponsor understands and consents to all of its provisions, that this Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and that all other prior agreements, promises, expectations and conditions, oral or written, between the parties are incorporated herein.

**15. DISCLAIMER.** OTHER THAN THE EXPRESS COMMITMENTS SET FORTH IN THIS AGREEMENT, ROP GIVES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, TO EITHER SPONSOR OR STUDENT CONCERNING THE PROGRAM, AND SPONSOR ACKNOWLEDGES THAT SPONSOR IS NOT RELYING ON ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OTHER THAN THE EXPRESS COMMITMENTS OF ROP SET FORTH HEREIN. (initial) (initial) (initial) (initial)

**16. FORCE MAJEURE.** Time periods for ROP's performance under any provision of this Agreement shall be extended for periods of time during which ROP's performance is prevented due to circumstances beyond its control, including, without limitation, strikes, embargoes, governmental regulations, inclement weather, and other acts of God, war or other strife.

**17. NOTICES.** All notices, requests, demands and other communications required or permitted under this agreement shall be in writing and shall be deemed to have been duly given, made and received when delivered against receipt or when deposited in the U.S. Mail, registered or certified mail, postage prepaid, addressed as set forth below:

**Rites of Passage NW LLC  
142 E. Strong Rd  
Shelton WA 98584**

Any party may alter the address to which notices are to be sent by giving notice of such change of address in conformity with the provisions of this section for the giving of notice.

**18. AMENDMENT.** No modification, termination or amendment of this Agreement may be made except by written agreement signed by all parties.

**19. WAIVER.** Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of any provision or a waiver of the provision itself for any other provision.

**20. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the state of Washington excluding its choice of law provisions.

**21. SEVERABILITY.** Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

**22. BINDING AGREEMENT; NO ASSIGNMENT.** This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective successors, heirs and assigns, except that no party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

**23. RELEASE OF INFORMATION.** The parties authorize the release of the Student's information via E-mail, Internet technology, voice mail or US mail. While every effort will be made to maintain confidentiality, ROP accepts no responsibility for the mistransmission that could result in information becoming available to someone other than the intended receiver.

**24. POWER OF ATTORNEY.** Sponsor hereby appoints ROP through its agents, Nathan Welch, Program Director, and Emma Welch, Chairman, as Sponsor's attorney-in-fact during the term of the Program only, granting ROP full power and authority to make health care, safety protocol and all other decisions and actions authorized under this Agreement on behalf of Student. The authority to make health care decisions granted above shall only be effective if

Sponsor and any other Parent or legal representative is not readily available and authorized to make such decisions. Sponsor ratifies and approves any act or failure to act of the attorney-in-fact, including any act done at any time during the disability or incapacity of Sponsor or at any time at which there is uncertainty as to whether Sponsor is dead or alive. ROP and its agents shall have no liability to any person whatsoever for any action taken in good faith or any failure to act in good faith in the capacity of attorney-in-fact.

**25. JURISDICTION AND VENUE.** The parties agree that all causes of action shall be filed solely in the state of Washington, and further agree that the substantive law of Washington shall apply in that action without regard to its choice of law provisions. Venue for any such action shall be in the Superior Courts of the County of Thurston, State of Washington.

**26. INDEPENDENT COUNSEL.** Sponsor hereby acknowledges that Sponsor has been advised of the need to seek independent counsel to review this Agreement and has had adequate opportunity to do so prior to signing this Agreement.

**27. RELEASE AND INDEMNIFICATION.** Sponsor hereby acknowledges receipt of a copy of the Visitor's Acknowledgement of Risk, the Participant Agreement, and the Program Description & Limitations attached to this Agreement and acknowledges the risks outlined therein. In consideration of this Agreement and Student being permitted to participate in the ROP program, Sponsor hereby agrees to voluntarily release and forever discharge and agrees to indemnify and hold harmless ROP and its agents, officers, shareholders, employees, representatives, volunteers, participants, and all other persons or entities acting in any capacity on behalf of ROP, from any and all losses, liabilities, damages, claims, demands, or causes of action, which are in any way connected with Student's participation in the ROP program or Student's use of ROP's equipment or facilities, including those arising out of the risks that Sponsor and Student knowingly acknowledge in this Agreement and the attached agreements. **The above release shall include any claims which allege negligent acts or omissions of ROP and its agents, officers, shareholders, employees, representatives, volunteers, participants, and all other persons or entities acting in any capacity on behalf of ROP. The above release shall not include any claims for bodily injury, death or loss of personal property arising out of activities conducted in the portion of the Program located on National Park Service lands, which shall be governed by the attached Visitor's Acknowledgement of Risk.**

**WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below**

Printed Name of Parent/Guardian: \_\_\_\_\_

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

Date Signed: \_\_\_\_/\_\_\_\_/\_\_\_\_