



REDCLIFF ASCENT, INC.
ENROLLMENT AGREEMENT/FINANCIAL CONTRACT

This Agreement is entered into the _____ day of _____ 20____, by and between RedCliff Ascent, Inc., a Utah corporation (hereinafter “Program” or “RedCliff”) and _____ (hereinafter “Sponsor(s)”).

In consideration of the mutual promises set forth in this agreement, Program, and Sponsor(s), (hereinafter “Parties”), agree as follows:

1. SPONSOR(S)

Sponsor(s) affirm they are the legal Parent(s)/Guardian(s) with full legal/joint physical custody of _____ whose date of birth is _____, 19____, (hereinafter “Participant”) whose Social Security Number is _____.

Sponsor(s) expressly desire to contract for Participant’s enrollment in Program according to the terms of the Agreement. Sponsor(s) hereby acknowledges an understanding of the Agreement and the implications of entering therein and are proceeding with full knowledge of the terms and conditions having reviewed and read the contents thereof. Parties to this contract agree that Program shall be entitled to rely on the representations of Sponsor(s) with respect to all information given about Participant. Sponsor(s) agree(s) to be forthright and truthful about all considerations that must be disclosed to representatives of Program to insure the safety of Participant and others who may be assigned to the same group. Such considerations include both medical and psychological factors that may affect the performance of the contract by Program.

2. ENROLLMENT OF PARTICIPANT

Upon the completion of this Agreement, Program shall accept Participant for enrollment and promises to undertake and provide a wilderness experiential expedition. Program commits to doing its best in a highly developed planned experience for the betterment of Participant.

3. CONTRACT PERIOD

This Agreement is for a minimum period of 30 days of wilderness program which begins upon the arrival of Participant at the location site of Program..

4. SPONSOR(S) CONSENT FOR PARTICIPANT TO TAKE PART IN ENTIRE WILDERNESS PROGRAM AND AUTHORITY TO TRANSPORT PARTICIPANT

Sponsor(s) give(s) informed consent for Participant to take part in all of the activities of Program and hereby acknowledges that he/she/they are fully aware that parts of Program are demanding, rigorous, dangerous and stressful. Sponsor(s) further give(s) his/her/their authority to Program personnel to physically transport Participant from the RedCliff office to the field, and back when necessary, by any means which Program personnel deem reasonable and appropriate, including, but not limited to, hiking, pack animals, vehicles belonging to Program employees, passenger cars, trucks, motorcycles, 4-wheel-off-road and recreation vehicles, leased aircraft or by any commercial carrier such as trains, buses or aircraft. Sponsor(s) give(s) his/her/their express authority to Program personnel to utilize reasonable physical force upon Participant in order to protect Participant, Program personnel, or others from physical injury or threat of injury from Participant.

5. ESCORTING YOUTH FROM HOME TO PROGRAM

Sponsor(s) agree(s) to arrange for escort services to Program in Enterprise, Utah. Sponsor(s) further agree(s) that said arrangements are separate and apart from this agreement with Program. Program will provide reference(s) to Escort Agencies upon request. Sponsor(s) agree(s) that said reference does not constitute endorsement for legal purposes. Sponsor(s) acknowledge(s) and agree(s) that Escort Agencies are independent contractors and not agents or employees of Program and that Program has no liability, obligation or legal responsibility for the acts or omissions of Escort Agencies.

6. FINANCIAL PROVISIONS

A. NON REFUNDABLE ENROLLMENT FEE AND TUITION

Sponsor(s) agree(s) that the enrollment fee and tuition described below shall be paid either prior to, or, at the time of enrollment. Failure to make the enrollment fee and tuition payment may result in the denial of enrollment of Participant. The first 30 days tuition and enrollment fee are non-refundable.

Tuition: Sponsor(s) understand(s) the cost of the program is \$440.00 per day. Sponsor(s) agree(s) to pay \$13,200.00 tuition for the first 30

days of enrollment. Sponsor(s) understand(s) and agree(s) that the preparation and cost for Participant begins immediately upon acceptance of Participant by Program.

Clothing And Enrollment Fee: Sponsor(s) shall pay to Program \$1,400.00 for the initial intake fee which includes: clothing, equipment, and other intake services deemed appropriate by Program.

A summary of Sponsor(s) obligation for the first 30 days tuition and enrollment fee, is as follows:

| | |
|---|---------------------|
| First 30 days Tuition: | <u>\$ 13,200.00</u> |
| Clothing & Enrollment Fee: | <u>\$ 1,400.00</u> |
| Total Tuition & Enrollment Fee due upon enrollment for the First 30 days: | <u>\$ 14,200.00</u> |

B. TUITION FOR EXTENSION OF ADDITIONAL DAYS IN PROGRAM

After approximately 20 days in Program, Participant’s therapist will contact Sponsor(s) regarding the necessity of additional time in Program. If it is deemed necessary by the therapist, and if Sponsor(s) agree(s) to extend Participant’s time in Program, Parties agree the following will occur:

1. The therapist will instruct Sponsor(s) to contact the business office to immediately make financial arrangements for payment;
2. The therapist will notify the business office of Sponsor(s) verbal approval of the extension and therapist will instruct the business office to immediately mail an invoice to Sponsor(s);
3. Sponsor(s) will make payment prior to the day the extension of Program begins. Failure to make the extension payment will result in the expulsion of Participant from Program.

C. CREDIT CARD POLICY

For your convenience, Program will accept Visa, Master Card, Discover and American Express credit cards. Credit cards may be used for tuition, enrollment fee and miscellaneous items, i.e. medical bills where insurance is not available, prescriptions, etc. If Participant is in need of miscellaneous items, Program will purchase item(s) with Sponsor(s) authorization and will bill Sponsor(s) credit card.

Credit Card No: _____

Card Security Code: _____

Credit Card Type: _____ Expiration Date: _____

Name on Card: _____

Billing Address: _____

Authorization Signature of Cardholder: _____

D. INSURANCE

It is understood between the Parties from the beginning of this agreement that the actual cost per day of this Program is a minimum of \$440.00 per day whether paid by insurance or directly by Sponsor(s). Sponsor(s) understand(s) that they are ultimately responsible for the payment of all monies owing to RedCliff Ascent Inc., whether or not there is insurance available and whether or not the insurance company makes payment. Sponsor(s) agree(s) to cooperate fully with RedCliff Ascent Inc. to secure insurance payment if such payment is available to Sponsor(s). If RedCliff Ascent Inc., is able to obtain pre-certification of insurance coverage, RedCliff Ascent Inc. will accept from the insurance company up to \$440.00 per day which represents the actual cost of Program. If the insurance payment is less than \$440.00 per day, Sponsor(s) agree(s) to immediately pay the difference between the total costs of Program, \$440.00 per day, and the amount paid by the insurance company plus initial enrollment fee.

RedCliff Ascent Inc. agrees to bill Sponsor(s)’ insurance based on pre-certified verification of coverage for treatments described within Program. Sponsor(s) agree(s) to provide all necessary insurance information to RedCliff Ascent Inc., including all forms necessary to cause a proper timely payment arrangement to exist between Sponsor(s)’ insurance carrier and RedCliff Ascent Inc. Both parties understand and agree that time is of the essence, and that delays in insurance payment must not be caused by Sponsor(s)’ negligence or bad faith delays by either Sponsor(s) or Sponsor(s)’ insurance company

E. ADDITIONAL COSTS AND EXPENSES:

Sponsor(s) agree(s) to pay the following expenses of Participant: (1) Transportation from home to the location designated by Program; (2) all necessary medical and hospital expenses incurred for the health and safety of Participant, with the exception of the initial physical examination which will be provided by Program; and (3) Participant’s personal needs, including clothing and other personal items i.e. medication, eye wear, dental care, braces, shoes, etc., Sponsor(s) understand(s) the additional expenses will be billed to Sponsor(s) and Sponsor(s) agree(s) to pay these additional charges within ten days of the date of the invoice.

F. LATE PAYMENTS AND INTEREST:

In the event an extension of Program is deemed necessary, Sponsor(s) agree(s) to pay for said extension prior to the day the extension begins. Sponsor(s) further agree(s) to pay a late fee of five percent (5%) on any amounts not paid within 10 days of date of invoice. In

addition, any amounts not paid when due shall bear interest at twenty-four percent (24%) per annum until paid, both before and after judgment.

Sponsor(s) understand(s) a financial hold may be placed on any past due account. A financial hold will temporarily suspend academic reporting and clinical phone calls/family therapy. Sponsor(s) will be referred to the financial office until default in payment is cured. Failure to reconcile all financial obligations will result in Participant's discharge from Program. Sponsor(s) understand(s) Program may gather financial information from major credit reporting agencies.

G. RESPONSIBILITY FOR DAMAGE TO PROPERTY BY PARTICIPANT:

Sponsor(s) agree(s) to be financially responsible for the cost of repairing or replacing any property damaged, defaced, or destroyed by Participant while enrolled or participating in Program.

H. EXPENSE FOR THE ASSISTANCE IN THE RETURN OF RUNAWAY PARTICIPANT:

In the event Participant becomes a runaway from Program, Program will use reasonable efforts to assist Sponsor(s) in finding Participant and in obtaining the safe return of Participant to Program. An account of the expenses incurred by Program while assisting Sponsor(s) in finding and returning Participant to Program will be maintained. Sponsor(s) shall be responsible for all such expenses. Sponsor(s) shall also be responsible for the full amount of expenses incurred if Participant runs away prior to arrival at Program.

I. RESPONSIBILITY FOR LOSS OR DAMAGE OF PARTICIPANT'S PROPERTY

Program agrees to use due diligence to protect the property of each Participant within the reasonable expectation of its role. However, where damage or loss occurs to the property of Participant, either due to the negligence or actions of Participant, or by accident, then Sponsor(s) agree(s) to hold harmless Program and its staff from all liability for such loss or damage.

J. COST OF COLLECTION AND ATTORNEYS FEES DISCLOSURE

Sponsor(s) agree(s) that in the event that sums remain outstanding and a collection process is necessary Sponsor(s) will pay for all cost of collections including reasonable attorney's fees and court costs.

7. RESPONSIBILITY FOR MEDICAL INSURANCE

Sponsor(s) agree(s) to provide proof of medical/health insurance for Participant entering Program. If not currently covered by any medical/health insurance plan, Sponsor(s) agree(s) to purchase insurance to cover Participant while enrolled in Program. Participant is currently covered by:

Insurance Company: _____

Policy Number: _____ Insurance Co Phone Number: _____

8. RESPONSIBILITY FOR ILLNESS, INJURIES OR ACCIDENTS

Sponsor(s) shall waive any claim for any injuries, illnesses, or other damages occurring to Participant during the term of enrollment, including any resulting from Participant taking part in Program and the activities of Program. Sponsor(s) agree(s) to indemnify, defend, and hold Program harmless for any such injuries, illness or other damages to Participant.

9. AUTHORIZATION FOR MEDICAL CARE OF PARTICIPANT

In the event of any accident, injury, illness, or other necessity, Program is hereby authorized by Sponsor(s) to provide medical and hospital care and to authorize a physician to perform any procedures or tests that may be medically necessary for the well-being of Participant, and authorize the release of medical information about Participant to Program.

10. AUTHORIZATION FOR SEARCH

Sponsor(s) hereby give(s) consent and authorize(s) Program to search the personal effects and the person of Participant for his/her own safety and the safety of others in Program including other participants and the representatives of Program. It is agreed by Sponsor(s) that Program is authorized to confiscate any and all items deemed by Program as dangerous, harmful or otherwise deemed to be contraband. The disposition of all dangerous, harmful or contraband items shall be the sole responsibility of Sponsor(s).

11. AUTHORIZATION FOR MEDICAL EXAMINATION

Sponsor(s) hereby give(s) consent and authorize(s) Program to administer a routine physical examination to Participant. Such an examination will be conducted with the least intrusion necessary but sufficient to determine fitness for Program including current medical conditions not represented or not known at the time of Participant's introduction and qualification to enter Program. Sponsor(s) also give(s) consent and authorize(s) screening for any communicable diseases.

12. AUTHORIZATION FOR RESTRAINT

Sponsor(s) hereby give(s) his/her/their express authority and consent to authorized Program Personnel, where appropriate to the circumstances, to utilize reasonable physical force to physically restrain, control and detain Participant for and including, but not limited to the following purposes: Transportation to and from the Program; to prevent Participant from running away from Program; to protect Participant, or others from physical injury or threat of injury or damage to property by Participant.

13. CONTINUUM OF CARE AGREEMENT

Sponsor(s) agree(s) to attend either support groups or family therapy while Participant is in Program. References to support groups or family

therapists in Sponsor(s) area may be obtained from Program.

14. AGREEMENT TO ATTEND GRADUATION

Sponsor(s) agree(s) to attend Program's two-day graduation. Program will provide the dates and details of the graduation ceremony. Graduation is an earned event. Should Sponsor(s) withdraw Participant before treatment objectives have been met, as determined by the treatment team, Participant may not take part in the graduation ceremonies. Exemptions may be obtained to this policy in extenuating circumstances.

15. CHOICE OF JURISDICTION OF LAW AND OTHER MATTERS

Sponsor(s) agree(s) to be subject to the jurisdiction of the Utah Courts in any dispute between the Parties of this Agreement. Moreover, the Parties agree that the Utah Law shall govern this Agreement. Failure of either Party to enforce any term or provision of this agreement shall not constitute or be construed as a waiver of such term or provision of the right to enforce it. If any provision of the Agreement is construed to be overbroad as written, and by some legal theory unenforceable, Parties agree that the remaining provisions shall, nevertheless, remain enforceable according to applicable law.

16. EARLY ENROLLMENT TERMINATION

A. TERMINATION BY PROGRAM

Program reserves the right to terminate this Agreement at any time due to illegal, uncontrollable, or dangerous actions by Participant, unreported or previously unknown medical conditions, prior injuries, or for any other reason whatsoever as deemed reasonably necessary by Program, in its sole discretion. It is agreed between Parties that in the event of such termination by Program, Sponsor(s) shall not be entitled to a refund of any fee. At the sole discretion of Program, as a reasonable resolution to the actions of Participant, Participant may be invited to participate in Program at a later date if the conditions that caused Participant's termination from Program no longer exist.

B. WITHDRAWAL BY SPONSOR(S)

In the event Sponsor(s) withdraw(s) Participant from Program prior to the expiration of the 30-day term, all provisions outlined in Section 2 are agreed to be declared by the Parties as null and void. Furthermore, it is agreed that Sponsor(s) shall not be entitled to a refund of any fee. "Non-refund of tuition" is not considered by either Party to this Agreement as a penalty for early withdrawal of Participant. Instead, Parties agree that because of the "cost amounts" of such items as staff salaries, incurred debt reduction, staff schedules, inventories, operating expenses, etc., are difficult, if not impossible to estimate, and the inability or difficulty of finding alternative Participants partway through a term, the policy of non-refundable tuition appears to each of the Parties as a reasonable estimate of Program's losses associated with early withdrawal of Participant.

C. WITHDRAWAL AS A RESULT OF CUSTODY DISPUTE:

Program shall not be responsible or obligated to resolve, referee, or determine the custodial rights of the parents or guardians of a Participant. Sponsor(s) acknowledge that in the event a parent of Participant, regardless of their custodial rights over Participant, demands the termination of Participant's enrollment in Program, Program shall allow the termination and withdrawal of Participant's enrollment in Program by such parent. Such termination or withdrawal shall require twenty-four (24) hours prior written notice of the withdrawal or termination. In the event a custodial dispute involving Participant interferes with or disrupts the participation of Participant in Program, including without limitation the early removal or withdrawal of Participant from Program by Sponsor(s), or a parent of Participant as part of a custodial dispute, Sponsor(s) shall not be entitled to a refund of any fee and shall be responsible for a Custodial Dispute Termination Fee of \$ 750.00. Sponsor(s) hereby agree(s) to indemnify and hold Program harmless from any and all liability, obligation, costs, or attorneys fees associated with any custody dispute or dispute over the right of Sponsor(s) to enroll Participant in Program

17. SCOPE AND MEANING OF AGREEMENT:

Sponsor(s) hereby acknowledge(s) that he/she/they has/have/read the Agreement and that he/she/they understand(s) and assent(s) to it's provisions. This agreement constitutes the entire Agreement between the Parties, except as noted herein:

18. JOINT AND SEVERAL LIABILITY

If more than one person or entity shall execute this Agreement as Sponsor or if there shall be a guarantor of this Agreement, then the obligations of Sponsors and/or guarantor hereunder and of any persons or entities shall be joint and several.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date set forth below

SPONSOR(S)

RedCliff Ascent, Inc. a Utah Corporation

Sponsor Signature

By

Dated this _____ day of _____, 20____.

Title

Sponsor Printed Name

Sponsor Street Address

Sponsor City, State, Zip

Sponsor Social Security Number

Sponsor Signature

Dated this _____ day of _____, 20____.

Sponsor Printed Name

Sponsor Street Address

Sponsor City, State, Zip

Sponsor Social Security Number

