

**TERMS AND CONDITIONS [Corrected and updated 12/17/20]**

I have read the Jazz in the Mountains **Mission Statement** and will support other attendees and the camp staff in pursuing those goals.

I will be at least 21 years old by 8/14/21.

I will plan to be in attendance at Jazz in the Mountains from Sunday, 8/15/21 check-in through Friday, **8/20/21** check-out. I agree to follow all hotel regulations and reasonable requests.

**I also understand and agree to the following:**

Killington will require me to present a credit card imprint upon check-in to guarantee payment of incidental, telephone or other charges, and any incidental damage.

Deposits for each attendee are due when the registration form is filed. Cancellation of my camp reservation for any reason after filing a registration form may result in a forfeit of up to a \$50 processing fee.

The total fee for each attendee must be received by June 1, 2021. Cancellation of my camp reservation for any reason after 6/1/21 [excluding approved Covid-19 related issues] may result in an additional forfeit of the registration deposit, and/or a portion of my full camp fee - as determined by the Camp Administrator.

Special menu considerations must be made in writing through the Camp Administrator no later than 7/14/21. Charges may apply.

All lodging rooms, meeting spaces, and common areas in all buildings at Killington Resort are non-smoking areas per Vermont's Smoke Free Act 135. Designated areas have been identified outdoors where individuals are allowed to smoke.

*Jazz in the Mountains* attendees may use the rooms reserved for jazz camp as well as public areas on the hotel grounds. Be observant of noise issues. No additional security is arranged for the jazz camp week. Each attendee must use his/her own caution and discretion about personal and property safety.

Killington reserves the right to terminate any attendee's lodging in the event of damage to the Killington Grand Resort Hotel & Conference Center's rooms or facilities, or any other disturbing or disruptive behavior.

Neither the Killington Grand Resort Hotel nor *Jazz in the Mountains* will be held liable for Acts of God, war, government regulations, disaster, pandemic, strikes, civil disorder, curtailment of transportation facilities, or any other emergency making it inadvisable, illegal, or impossible to provide the facilities or program to hold the jazz camp.

All attendees of the August 2021 Jazz in the Mountains camp must have received a Covid-19 vaccine, and have provided certification of such, before June 15, 2021. Any updates to these requirements will be published on the website as new therapies, advice, and regulations become available.

A determination and announcement of the advisability of operating *Jazz in the Mountains* for 2021, based on the national and local status of the Covid-19 pandemic, will be made no later than 7/15/21 - but likely much earlier. In that case, *Jazz in the Mountains* and Killington have agreed to hold each other harmless. If requested by the attendee, all paid fees [less a \$50 processing

fee] will be returned. Alternatively, the attendee may apply the total fees collected to *Jazz in the Mountains* for 2022.

The use of drones and/or other unmanned aircraft near the Killington premises is strictly forbidden. Killington does not allow pets of any kind on the property, excepting service animals assisting with physical challenges. Register service animals upon check-in.

Arbitration of any contested issues will be settled by the Camp Administrator in a timely manner. Any appeal of that decision will be handled by the principals of BDI Enterprises, LLC d/b/a/ *Jazz in the Mountains*.