

AGREEMENT



SPORT USA CAMPS AGREEMENT

Below is a summary of the main features of the Sport USA Camps Agreement. The full terms and conditions are included in this document. Please read the conditions and submit the form to agree.

CONTACT INFORMATION

Representative information

COMPANY NAME: Sport USA Camps

ADDRESS: 64 Atkins Hill, Wincanton, England, BA9 9GA

CONTACT: Craig Stock

EMAIL: craig@sportusacamps.com

PHONE: +44 7879 545259

Candidate information

FULL NAME:

EMAIL:

PHONE:

START DATE:

SUMMARY OF AGREEMENT DETAILS

Part A - Documents to provide by Applicant

- References,
- Copy of your passport
- Police check
- Medical release form
- Placement contract

Part C - Responsibilities by Sport USA Camps

- Provide Profile link to build profile
- Camp Introduction and recommendation
- Provide Counselors pack
- Provide J1 Visa Sponsor
- Discounted Adidas Codes

Part B - Applicant responsibilities

- Pay Sport USA Camps in full
- Complete Online Application
- Provide all documents listed in part A
- Attend J1 Visa Interview
- Submit Travel & Insurance Information
- Sign Placement contract
- Inform Sport USA Camps of any changes in status after documents have been submitted

Part D - Financial Arrangement

Fees payable to Sport USA Camps as £495.00

You attest that you have read and agree to the [terms and conditions](#) of this agreement by scrolling to the top and submitting your information signing it.

SPORT USA CAMPS LIMITED AUTHORIZED SIGNATURE

DATE:

CANDIDATE'S SIGNATURE

DATE:

This agreement, together with our privacy policy and the fact that your application is made via our website (our website terms and conditions), forms the basis of your contract with Sport USA Camps Ltd. It describes the services we will provide you and establishes Sport USA Camps, Ltd.'s promises and responsibilities to you and vice versa.

Please read this document carefully and thoroughly.

By making an application through our website, you agree that:

1. you have read this agreement and have the authority to and do agree to be bound by it.
2. you consent to our use of personal data in accordance with our
3. Privacy Policy
- 4.

“Sport USA Camps” is a cultural exchange visitor program administered by Sport USA Camps Ltd (referred to as ‘Sport USA Camps’) Sport USA Camps is not a temporary employment agency or a package organizer under the Package Travel and Linked Travel Arrangements Regulations 2018 and should not be regarded as such. This agreement is for applicants who want Sport USA Camps to help them find a spot in an exchange program. Such applicants are referred to as "applicant”

All references to "you" in these terms and conditions are references to the applicant. All references to ‘us’, ‘we’ or ‘our’ in these terms and conditions are references to Sport USA Camps Ltd.

SECTION 1 - DEFINITIONS

In these terms and conditions, unless the context requires otherwise, the following terms shall have the following meanings:

Data Processing and Protection Regulation (GDPR): the data processing of Sport USA Camps and the applicant's personal data, for which the applicant gives their express consent when they sign the terms and conditions. Regulation (EU) 2016/679 of the European Parliament and of the Council (the General Data Protection Regulation, or GDPR), and Act CXII of 2011 on the Right of Informational Self-Determination and Freedom of Information (the "Info Law"), as changed and applied after the UK's exit from the European Union (Brexit), are fully followed by the Data Processing and Protection Regulation. Sport USA Camps provides all applicants with the possibility of familiarizing themselves with the Data Processing and Protection Regulation, which is found in electronic form on the website.

DS2019 Form: also known as the "Certificate of Eligibility for Exchange Visitor (J-1) Status." The start and end dates of the program must be on a form given by a visa sponsor and approved by the US Department of State. This form must be attached to the visa applications of the people taking part.

J-1 Visa: Also known as the "J-1 Visa - Exchange Visitor Program," this visa category is for non-immigrant students and exchange program participants and allows them to enter the United States for an exchange visit of no more than 120 calendar days, with a maximum stay of 30 days following the termination of the camp placement contract throughout the United States.

The Fulbright-Hays Act of 1961 made the "Exchange Visitor Program" possible so that Americans and people from other countries could learn more about each other. Through the Camp Counselor Program, college students, youth workers, and teachers can share their culture and ideas with Americans at camps all over the country. A detailed description and regulations of the Program are located at the official USA website at <http://j1visa.state.gov>

Screening interview: Before being accepted into the program, all applicants have to go through a screening interview with Sport USA Camps. This is a regulatory requirement for the J1 visa. We actively promote equal opportunities for all applicants interested in participating in the program. We choose candidates for the interview based on their skills, availability, preferences, qualifications, and experience. Please note that certain roles have age limits required by law (21+) and certain roles are gender specific, as you will share accommodations with children of the same gender.

Visa Sponsor: Only sponsors designated by the US State Department are allowed to give out the Certificate of Eligibility for Exchange Visitor Status (DS-2019 form), which is the most important document for an exchange visitor visa (J-1 visa) application. Sponsors check out and choose potential exchange visitors based on the rules that are set up by the government. The visa sponsor cares most about the health, safety, and well-being of the participants during their time in the US.

Your online application: You create your online application by registering on our website, www.sportusacamps.com. We finish your profile and provide the necessary documents. You agree to accept communications from Sport USA Camps. The mentioned website is administered by Sport USA Camps.

SECTION 2 - WHAT IS INCLUDED IN THE PROGRAM

- Bespoke Profile Building
- Tight Knitted company with family morals.
- Individually guided process.
- Payment from Camps \$800-\$2000
- Meals & Accommodation
- Insurance (J1-VISA)
- J1-Visa Sponsorship
- 30 Day travel Guide
- 24 Hr Emergency helpline
- Camp Introduction
- Adidas discount
- Sport USA Camp Ambassador
- Professional mentoring
- Series Athlete- professional athlete management
- NCAA Connections

SECTION 3 – YOUR APPLICATION

For your application to be complete and ready for you to fly to the USA, you must:

- Complete the online application form and profile;
- Accept the terms of this agreement;
- Provide all documents as detailed in the “Documents” section of your online profile including (but not limited to) references, copy of your passport, police check, medical release form and placement contract;
- Apply and successfully attend a J-1 visa interview (more details in J-1 visa application section); and
- Complete your online profile to ‘100% Complete’ including (but not limited to) paying in full, verifying visa receipt, signing visa sponsor agreement, submitting travel information and requesting insurance.

1. All documents currently required can be found in your Counselor Pack and on your Profile under more info, which can be completed online and/or downloaded. All documents must be submitted by the deadline as requested. Failure to submit all documents by the deadline may result in your withdrawal from the program, without refund.
2. You must inform Sport USA Camps of any changes in contact information, availability, health, criminal background, or any other pertinent changes regarding your application and ability to participate in the program. If any changes are made after your acceptance onto the program or you fail to meet document deadlines laid out in these terms which lead to the placement becoming difficult or unlikely, Sport USA Camps reserves the right to withdraw you from the program and any refund given will be at the discretion of Sport USA Camps based on services already provided. You will be liable for all financial and non-financial consequences if you fail to inform Sport USA Camps about changes in contact information, availability, your health conditions or criminal background.
3. You must inform Sport USA Camps if you have any relatives living in the US. Failure to declare this information may have consequences on your J-1 visa application and thus, may result in your removal from the program and any previous payments will be forfeited.
4. Placement may occur anytime between completion of the full application and 1st July of the year in which you make your application. Sport USA Camps reserves the right to end all placements after 1st June and before 1 July in each year, should it be felt that a reasonable placement is no longer feasible. Placement means the date a camp confirms, in writing they want to hire you.
5. Placement is based on the needs of the camp, your preferences, your availability and your experience and skills. If Sport USA Camps accepts your application there is no guarantee that a camp will offer you a position for the summer. Sport USA Camps does not charge any fees to participants in relation to finding a placement. The cost of placement is covered by the camp.
6. You must be completely honest with Sport USA Camps throughout the application process and all information submitted must be accurate. Any false, deceptive or withheld information on your application or documentation, or any behaviour (including that presented through your social media accounts) deemed by Sport USA Camps as inappropriate or prejudicial, during, or after, your acceptance to the program may be grounds for your immediate removal from the program with, or without, refund of fees, all at the absolute discretion of Sport USA Camps.
7. It is agreed and understood that nothing in this agreement guarantees you a placement at a camp. Sport USA Camps’s services are limited to assisting you with your application and providing post departure services as an agent. Sport USA Camps will not be responsible to you for any costs or liabilities which you incur in anticipation of your participation in a camp for which your application is unsuccessful. In the event that your application is unsuccessful, all fees which are payable up to the point of the application being made will fall due and payable to us.

SECTION 4 - CRIMINAL BACKGROUND CHECK

1. The program comes under the Rehabilitation of Offenders Act 1974 (Exception) Order 1975 and you must therefore declare all current and spent (expired) arrests, cautions, warnings, reprimands and convictions in your application form. Sport USA Camps will evaluate the nature of your offence and advise you whether or not you can proceed with your application.
2. Failure to provide honest, accurate and up to date information regarding your criminal background, may affect your participation in the program as well as your ability to obtain a J-1 visa.
3. An approved police check dated no more than 6 months prior to the date of application to participate in the program is required. You must apply and pay for this certificate independently.
4. You must submit a copy of your police check to Sport USA Camps within the deadlines outlined by your Sport USA Camps. If your police check has an arrest, caution, warning, reprimand, or conviction listed OR if it states 'No Live Trace':
 - You may not be eligible to participate in the program.
 - If accepted onto the program, you may be required to attend a special visa appointment (VCU) at the US Embassy and will be required to contact the US Embassy directly to arrange this. Persons with criminal backgrounds (whether 'live' or 'spent') face a higher risk of visa denial by the US Department of State. Please refer to the 'Refund and Cancellation Policy' section of this agreement for more details on applicable refunds in such circumstances.
 - Any additional fees incurred as a result are to be paid by you as they arise.
 - ADDITIONALLY, if you DID NOT previously declare this information in your application form or interview:
 - Your participation in the program may be terminated, without refund.
 - If you are applying from a country but are not a resident or citizen of that country you will also need to obtain the highest level of police check available from your home country, with a certified English translation. All fees associated are at your own additional expense.
 - You authorise Sport USA Camps to share your police certificate with US employers to secure your placement, and with your Visa Sponsor and the US State Department to issue your DS2019 form.
 - You must take the original copy of your police certificate with you to the USA for your camp. Failure to do so may result in your immediate dismissal and you will incur associated fees as outlined in the 'Summer Contract' section (8) of this agreement.

SECTION 5 - MEDICAL FORM

1. After your placement has been confirmed you will be required by your camp to complete a medical form and have it signed by a physician prior to your departure for camp. Camp uses the medical forms as a health history in case of emergency and also uses it to prepare and provide a safe environment for their staff and children on site. Sport USA Camps does not have access to your medical form. All camps will require proof of full childhood vaccinations on their medical form for Measles, Mumps & Rubella. Please note that some camps may require additional immunizations such as, but not limited to Hepatitis A or B, and TB. Any costs incurred to require immunization are the responsibility of the applicant. Your camp may be unable to take you if you have not been fully vaccinated. If you are concerned, you should discuss this with your Doctor.
2. You are required to make Sport USA Camps aware of any pre-existing medical conditions from which you may suffer after your acceptance to the program. If Sport USA Camps feels that any of your medical conditions may affect your ability to participate safely on the program, Sport USA Camps reserves the right to terminate your participation on the program and issue a refund amount at its absolute discretion. If your physician or specialist approves you to participate in the program with a signed doctor letter, you must purchase additional medical insurance which covers your pre-existing conditions for your entire stay in the US. You will need to provide a copy of your additional insurance policy to Sport USA Camps no later than 30 days before departure.
3. You must take the original copy of your medical form with you to the USA for your camp. Failure to take the original of your medical form to your camp or failure to disclose any pre-existing conditions may result in your immediate dismissal from your placement and you will incur associated fees as outlined in the 'Summer Contract' section of this agreement (section 8).

SECTION 6 - J-1 VISA APPLICATION PROCESS

1. A J-1 visa is required to participate in the program. You cannot participate in the program without a J-1 visa stamped in your passport. By agreeing to these terms, you agree to abide by all rules and regulations of the J-1 visa as outlined by the US Department of State.
2. All J-1 visa applicants are required to attend an in-person interview at a US Embassy or Consulate in your home country or country of legal residence. The US Department of State currently charges a fee of \$160 US dollars, (correct as of 1st June 2022) for the J-1 interview and processing.
3. Sport USA Camps will supply you with your DS2019 form, provided by our US Department of State designated visa sponsor, required to apply for your J-1 visa as well as instructions on how to complete all other forms associated with the J-1 visa application. Your DS2019 form will be issued once you have paid the appropriate program fee instalment and confirmed all your passport details in your online account. In order to provide our service, we will share your personal data with your Visa Sponsor and US State Department. This is only for the purpose of processing your application.
4. The original fee for the DS2019 form is included in the program fees. Sport USA Camps will charge 50€ (plus postage) for each DS2019 reprint required by you due to any theft, loss, or damage of the original or any incorrect information, given by you, which requires a reprint.
5. Your SEVIS fee is included in the program fee. SEVIS is required for your J-1 visa application. You will receive instructions on how to access and print your SEVIS receipt prior to your embassy appointment.
6. The US Embassies in Frankfurt, Berlin and Munich have specific dates available for J-1 visa interviews and procedures for booking appointments may vary. Available appointments are limited, please book your visa interview without any delay as soon as Sport USA Camps notifies you to book.
7. You are responsible for arranging and paying for your own transportation to the US Embassy or Consulate for your J-1 visa interview and any other costs associated.
8. To process your J-1 visa, the US Embassy will keep your passport for a minimum of 10 business days in order to issue the visa, but this can be considerably longer. Please do not make any international travel arrangements to depart soon after your visa interview.
9. The US Department of State recommends that all visa applicants attend a visa interview in their country of citizenship or permanent legal residency. An appointment in a country where you are not a citizen or permanent resident may result in a higher risk of visa denial. Participants are required to supply personal social media accounts as part of the visa application process and the US Embassy may use this information to determine suitability for the program.
10. If you are refused a visa by the American authorities, please inform Sport USA Camps immediately on craig@sportusacamps.com. Partial refunds of payments made to Sport USA Camps may be made at the discretion of Sport USA Camps, once written proof of refusal is received from the Embassy. If you are refused a visa due to content on your social media accounts, previously refused a visa, you have failed to follow instructions given by Sport USA Camps regarding your visa application, you have an undisclosed criminal conviction, no refund will be given.
11. Sport USA Camps is not in control of the processing time or success of your J-1 visa application or available visa interview appointments. If your J-1 visa is delayed (thus affecting your ability to travel to a camp), or if your J-1 visa application is denied/rejected, your application will be withdrawn. Please see the 'Refund, withdrawal and Cancellation Policy' section of this agreement (section 11).
12. If you hold a US passport or Green Card, clauses the clauses above do not apply. If you hold a current US passport you must use this for travel to the US. If you hold a current US Green Card you must use this for travel to the US, along with your national passport.

SECTION 7 - TRAVEL TO THE USA

1. You are responsible for the cost and arrangement of your transportation to the airport from which you will depart to the US, as well as any transportation costs and arrangements upon your return from the US. Please always arrive at the airport at least 3 hours before your flight departure to allow enough time for check in and security.
2. Your camp, through Sport USA Camps, will inform you of your onward travel arrangements from your arrival airport in the US to your placement location.
3. You are responsible for the cost and arrangement of your flights (outbound and return flight) and transportation to the US airport from which you will depart at the end of your stay in the US.
4. By agreeing to these terms and conditions, you consent to Sport USA Camps checking your I-94 arrival and departure record to check your arrival and/or departure from the US in case the State Department or your visa sponsor needs proof of your arrival and/or departure.
4. Your international flights to the US must be arranged to arrive on your placement 'Arrival Date' and to the US airport specified by your camp. These details can be found in your 'Travel and Flights' section of your application once your placement at camp is confirmed. Due to availability of flights, in rare cases you may need to travel to America up to 2 days in advance of your camps' agreed 'Arrival Date'. In these instances, you will be required to organise your own accommodation. Sport USA Camps will provide you with 'onward travel' information. This will include information on how you will get from your arrival city to camp.
6. You must provide your outbound flight information to Sport USA Camps as soon as possible in order for us to arrange your onward travel from your arrival city to camp once your placement is confirmed.
7. Sport USA Camps must be notified if you have been exposed to a communicable disease, have sustained a serious injury or have any other changes to your general medical condition. Additionally, you may be required to notify Sport USA Camps if you have travelled outside of the UK in the 3 weeks prior to your departure to the US. Sport USA Camps reserves the right to vary, delay or cancel your placement should your criminal or medical circumstances change or deteriorate between the time of your application and the date that you are due to depart for the United States.

SECTION 8 - SUMMER CONTRACT

1. Your summer camp placement will be governed by a contract between you and the camp which you will be attending. Sport USA Camps is not a party to that contract. Your camp will set your contract dates within your set availability dates. You are required to honour the entire amount of time for which the camp has contracted you. You will be asked by the camp to sign a contract and you agree to sign that contract and hold Sport USA Camps harmless from any claims that may arise as a result of any breach of that contract by you, or any failure by you to comply with your responsibilities. Your contract with camp will be offered on an 'at-will' basis as defined under the U.S labour law. You must submit a signed copy of your contract to Sport USA Camps within 3 days of you receiving it from your camp. We strongly advise you to review not only the placement information on your online profile, but also the specific camp's website once your placement is confirmed.
3. Minimum contract periods for the Sport USA Camps program are:
 - a. Residential Camp Counselor – 63 calendar days
 - b. Day Camp Counselor – 77 calendar days
4. Pocket money is determined by your camp and will be specified in your contract with the camp. Sport USA Camps set the following minimum net amounts (earnings after state/federal tax deductions), which your camp must pay you for your basic contract period see Section 2 above): *(Each Camp has a different price range)*
 - a. Camp Counselor - from \$800-\$2000USD
 - b. Special Needs Counselor - from \$800-\$2000USD
 - c. Specialist Camp Counselor - from \$800-\$2000USD
5. Camp Counselors (who hold J-1 visas) are required to file a U.S. Federal income tax return and in certain cases, a State income tax return to satisfy their U.S. income tax liability. If tax has not been deducted by your camp, you are required to make your payment to the US tax authorities when submitting your tax return. The deadline for tax payments is April 15th in the year following your camp placement. Your pocket money may be subject to taxation in your home country. You are responsible for making your own tax declarations.
7. Your camp will provide training upon arrival that includes (but is not limited to) camp rules, policies, and safety. During your stay you agree to carry out your Counselor duties and other responsibilities towards the participating camp to the best of your ability and with due respect. You agree to cooperate fully with those supervising the program and you agree to abide by any reasonable instructions they may give you.
8. Your camp will provide food, board, bedding and uniforms (if required) at no additional cost for the duration of stay at camp. Your Camp also will provide laundry facilities or access to facilities.

9. Failure to complete your camp contract, for any reason, may result in the cancellation of your J-1 visa status. Your visa sponsor will notify you of the date by which you need to leave the US. Without prejudice to any other claims Sport USA Camps may have, you will be responsible for all extra costs or liabilities which arise as a result of your failure to complete your camp contract, including but not limited to accommodation and transportation fees.

10. Your Camp pays a prorated fee to Sport USA Camps, which will cover the costs of your participation in the program, including: 24/7 helpline services, the outstanding amount of your DS2019 form, your SEVIS receipt fee and a placement fee. Parties agree that failure to complete your camp contract, for any reason, will make you liable for fees that would otherwise be paid by your camp to Sport USA Camps. Fees for incomplete camp placements work out at 26 USD (twenty six US dollars) per every day not completed at camp. You are still entitled to your prorated pocket money based on the days completed at camp.

11. Sport USA Camps will invoice you for the monies owed and payment is due within 14 days of the date of issuance of the invoice. If you submit a written request, Sport USA Camps can provide the opportunity to make this payment in instalments.

12. Should you be unable to complete your camp contract due to personal illness or death, or the illness or death of an immediate family member (which includes parents or siblings; but does not include grandparents), Sport USA Camps may, in its absolute discretion, waive any portion of fees otherwise owed by you to Sport USA Camps for the incomplete summer camp contract. Official documentation showing reasons for your early return must be submitted before any reduction of the fees owed will be considered.

13. You are responsible for your own personal expenses before, during and after your contract, including transportation back to your departure airport in the US.

14. Participants are required to meet all requirements of the US Department of States regulations. This will include, but is not limited to, performing a monthly online 'check-in' with your visa sponsor. All visa sponsor requirements are available in your profile under the visa section and will be listed and explained during the pre-departure presentation.

15. You are subject to the rules and regulations of the camp at which you are placed. primarily for the children, yours and other staff members' health, safety and welfare. These may include (but are not limited to): no smoking; no drinking; no drug use; no inappropriate relations with minors; set curfews; cell phone and internet policies, time-off policies and abiding by all applicable US laws. You understand that you will be living with other staff and/or campers in a cabin, tent or dormitory accommodation, and that you may experience little or no privacy on a regular basis. You will be on-duty for long hours every day (except days off). You are also aware that your placement is based upon the information regarding your skills, which you provide in your online profile along with any details you provide directly to your camp during an interview. Failure to comply with the policies of your camp, or an inability to perform to the level you have previously disclosed, may result in termination of your placement contract and/or this contract.

16. Sport USA Camps considers campers valuable members of society who have an unconditional right to be treated with dignity and respect. As such they should be fully protected against any exertion of inappropriate power, whether sexual, physical or emotional. Relationships with campers, or with anyone under the age of 18, are strictly forbidden. You are not permitted to accept campers as 'friends' on social media. Sport USA Camps fully supports any action taken against perpetrators of abuse.

17. In line with standard protocols when working with children and vulnerable adults, participants are expected to ensure all social media accounts are set to 'private' prior to departure to the US.

18. Sport USA Camps does not own or in any way assume responsibility for the operation of the camp at which you are placed. The running of each is solely at the discretion of its owner and/or director. As a consequence, Sport USA Camps cannot, and does not, accept liability for any decisions or actions, of whatever nature, made by, or on behalf of, the camp owner and/or director. If you consider that you have any loss, injury or damage whatsoever, as a result of any such decisions, actions or remissions, your right to recourse lies with the camp. Your acceptance of a placement is specifically conditional to this.

19. If any problems should arise between you and your camp during the course of your stay, you must promptly inform your visa sponsor via the 24/7 helpline.

SECTION 9 - MEDICAL AND TRAVEL INSURANCE

1. You are required to have medical insurance in effect for yourself (J-1), your spouse and any dependents (J-2) for the duration of your program. Some sponsors provide the required insurance for their exchange visitors. Other sponsors may allow you to make your own arrangements or may help to identify insurance carriers. Consult with your responsible officer before the start of your program.
 - a. Minimum Insurance Coverage – Insurance shall cover: (1) medical benefits of at least \$100,000 per person per accident or illness; (2) repatriation of remains in the amount of \$25,000; and (3) expenses associated with medical evacuation in the amount of \$50,000.
 - b. Additional Terms – A policy secured to fulfill the insurance requirements shall not have a deductible that exceeds \$500 per accident or illness, and must meet other standards specified in the regulations.
 - c. Maintenance of Insurance – Willful failure on your part to maintain the required insurance throughout your stay in the United States will result in the termination of your exchange program.
2. Prior to your departure for the USA:
 - a. You must have your medical insurance policy in the 'Insurance' section of your online profile. The policy must cover the completed duration of your time in the USA based on the dates of your booked flights.
 - b. You must pay for any extension costs incurred.
3. By agreeing to these terms and conditions, and the Medical Release Form in your online profile's document sections, you agree that Sport USA Camps may take any reasonably required action in regard to your health and safety without incurring any liability or expense to Sport USA Camps. This may include but is not limited to: your placement in a hospital, use of doctor's services, and transportation to your home country at your own expense.
4. After creating your insurance policy; if you change your return flight to a later date, you are responsible for extending your insurance to the new date that you return to your home country. If you fail to do so you are liable for any and all medical costs incurred after the expiry date of the original policy.
5. If you wish to protect your travel with a travel cancellation policy, we advise you to contact your insurance provider and purchase a travel cancellation policy.

SECTION 10 - FEES

1. The program fees payable to Sport USA Camps shall be as published on www.sportusacamps.com
2. An additional fee is paid to Sport USA Camps on your behalf, by the camp at which you are placed, for the remaining costs of your program. This fee paid by your camp covers the cost of your placement and our services provided to camps.
3. Additional Third-Party Costs: By participating in the program you will incur additional costs for services completed by third parties. Fees are set at the discretion of the third party who completes that service and may vary through the season. These additional fees may include (but are not limited to):

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Criminal Background Check	Varies by country	From your local Police
Medical Form	Varies by country	Charges are at the discretion of your physician
US Visa Application (MRV) Fee	\$160 USD	Paid to US Embassy
Your flights	Varies	Depending on your arrival date, airport and the airline you choose to book through

4. You agree to pay these additional fees as they arise. Failure on your part to do this will result in your application being withdrawn from the program
5. Any fees you incur for third party services or other costs associated with the program (but not inclusive in the program fee) are subject to change and not refundable by Sport USA Camps in any circumstances.

SECTION 11 – REFUND, CANCELLATION AND WITHDRAWAL POLICY

1. Once the fees are paid to Sport USA Camps, you should withdraw before obtaining access to your profile. you are entitled to a full refund.
3. Once the interview has been completed and/or the 14 calendar days passed the deposit becomes non-refundable in any circumstances.
4. Should Sport USA Camps withdraw or in the event of cancellation of the program before departure, having paid the program fees due as at the date of your cancellation in full, you will be issued a refund based on the services provided already. A reduced refund will be issued in instances when the program fees due as at the date of your cancellation have not been paid in full.
5. Program fees paid to Sport USA Camps are non-refundable in any circumstance after departure.

Stage	Refund
Prior to introduction to camp	Full refund within 7 calendar days from signing the contract
After Introduction	All fees are non-refundable
After DS2019 Form shipped from US	If you withdraw your application, all fees are non-refundable.

6. If you are not offered a camp placement by 1st July 2023 you may:
 - Withdraw your application, in which you will receive a refund of all paid program fees, less your deposit, which is non-refundable
 - Defer your application and fees to a future season.
7. Please note that your rejection of a placement offer (other than a camp not matching your preferences or availability listed on your application) will mean that this agreement will be treated as called. This will negate the options above, and refunds will be given at the absolute discretion of Sport USA Camps.
8. If you applied in a previous season and deferred your application to summer of the following year only:
 - If your application is withdrawn before 30th September 2022, your application will be treated as a withdrawal from the season in which you deferred, and the appropriate refund & cancellation policy will be applied.
 - if your application is withdrawn after 30th September 2022, the program fee is non-refundable.

- If your application is withdrawn within 7 days of your departure date, the program fee paid to Sport USA Camps is non-refundable and you will be liable for fees that would otherwise be paid by your camp to Sport USA Camps. Fees for incomplete camp placements work out at 26 USD (twenty six US dollars) per every day not completed at camp

9. In instances where your withdrawal from the program leads to you owing monies to Sport USA Camps, you will be invoiced, and payment is due within 14 days of the date of issuance of the invoice. After 14 days of the invoice issuance date you shall pay Sport USA Camps for all costs incurred by Sport USA Camps in the recovery of any monies owed by you to Sport USA Camps under this agreement, including but not limited to, recovery agent costs, repossession costs, location search costs, process server costs and legal costs. If you submit a written request, Sport USA Camps can provide the opportunity to make this payment in instalments.

10. If your application is withdrawn after your DS2019 form has been issued to you, the original DS2019 form must be returned to Sport USA Camps within 7 days. No applicable refunds will be processed until the DS2019 form has been received by us. Failure to do so will incur an additional \$100 fee.

11. If you or a member of your immediate family (including parents or siblings; but not including grandparents) experiences a life-threatening illness, or death, prior to your departure to camp, written documentation must be submitted to Sport USA Camps within 14 days and refunds/reduction in cancellation fees will then be considered at the absolute discretion of Sport USA Camps.

12. If you have not booked your J-1 visa appointment 14 days after you are notified by Sport USA Camps to do so (or, if you are unplaced, 30 days before the availability date listed on your application) Sport USA Camps reserves the right to withdraw you from the program without a refund.

13. If you have not obtained your J-1 visa (delayed/denied/rejected) by the contracted start date of your placement or by 14th June 2023, whichever is sooner, Sport USA Camps reserves the right to withdraw you from the program without refund.

14. Any fees you incur for third party services (such as J-1 visa interview or police check) or other costs associated with the program (but not inclusive in the program fee) are not refundable by Sport USA Camps.

15. You acknowledge that our ability to provide the services set out in this agreement is dependent upon your full and timely cooperation (which you agree to provide) as well as the accuracy and completeness of any information and data which you provide to Sport USA Camps. Sport USA Camps reserves the right to withdraw your application, without refund and terminate this agreement, if: a) we are unable to make contact with you at the contact details provided for 21 days b) if you are late more than 30 days with any paperwork or payments; or in c) any other circumstances where Sport USA Camps is unable to obtain required information or action from you.

SECTION 12 - INCOMPLETE FEES

If your application is withdrawn after your departure date, the program fee paid to Sport USA Camps is non-refundable and you will be liable for fees that would otherwise be paid by your camp to Sport USA Camps. Fees for incomplete camp placements work out at 26 USD (twenty six US dollars) per every day not completed at camp.

SECTION 13 – GENERAL

1. Your contract for your camp placement is with the relevant camp and which you are placed and your agreement with the camp will apply. Your contract for air travel is with the relevant airline and its booking conditions apply. As agents, we accept no responsibility for the actual provision of these arrangements. Our responsibilities are limited to providing the assistance and administrative services as set out in this agreement. We accept no responsibility for any information about these arrangements that we pass on to you in good faith. However, in the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to twice the cost of the amount that you have paid to us for our services, as set out in this agreement. We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment.
2. Sport USA Camps will have the right to terminate this agreement in the event that you breach any of your obligations set out in the terms and conditions and termination will result in the loss by you of all fees paid and also render you liable for potential damages arising from that breach.
3. Upon successful completion of your camp contract you have a further grace period of 30 days to depart the US, during which time you are not authorized to work. You are required to leave the USA at the end date of your J-1 visa grace period or by the departure date indicated to you by the USA immigration service on your arrival into the country. The United States Government has systems to track participants who overstay their visas and the penalties involved may well include bans of up to 10 years for the violator.
4. Sport USA Camps shall be entitled to assign the benefit or part of this Agreement to any third party, but shall remain primarily liable for the obligations hereunder.
5. Upon agreeing to the terms and conditions of this agreement you agree that all data and information provided by you is true and correct. Furthermore, you undertake to notify Sport USA Camps in writing of any changes to any data or information which you have supplied – including, in particular, any changes to the telephone number and address, police check and criminal background, medical condition, student status, etc. – within 3 work days via an email sent to the craig@sportusacamps.com email address. You assume full liability for the failure to take the above-listed measures or for providing any false or incomplete data. Sport USA Camps will not inspect the documents submitted by the applicant to verify their authenticity.
6. This Agreement, together with all documents referred to in it shall constitute the entire agreement between the Parties and any other terms, conditions, performance criteria, guarantees or prior representations whatsoever (whether written or oral) shall be of no effect unless expressly incorporated herein. Each Party acknowledges that it has not entered into this Agreement in reliance on any statement or representation of the other Parties except to the extent that such statement or representation has been incorporated in this Agreement.
7. No purported variation of this Agreement shall be effective unless it is agreed between the Parties in writing, refers specifically to this Agreement, and is duly executed by each Party to this Agreement.

8. If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or un-enforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or un-enforceability shall remain in full force and effect. Both Parties agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

9. No waiver by any Party of any breach by the other of any of the provisions of this Agreement shall be construed as a waiver of any subsequent breach.

10. This Agreement shall be governed by and construed in accordance with the law of England and Wales and you submit to the exclusive jurisdiction of the English and Welsh courts in relation to all disputes relating to the Agreement. Sport USA Camps submits to the non-exclusive jurisdiction of the English and Welsh courts in relation to all disputes relating to this Agreement and shall be entitled to commence proceedings against you in such other jurisdictions as are appropriate.

11. Any notice to be given under this Agreement shall be in writing (including email) and shall be deemed duly given if signed by or (in the case of Sport USA Camps) on behalf of a duly authorised officer of Sport USA Camps and if sent by first class post or delivered by hand or sent by email to the address of the recipient set out at the beginning of this Agreement or such other address as the recipient may notify from time to time. Any such notice or other communication shall be deemed to be given:

- by post on the day (not being a Sunday or public holiday) falling 48 hours after the date of posting;
- if served by hand at the time the same was handed to or left at the address of the party to be served; and
- in the case of an email at the time of transmission,

12. and in providing service of the same it will be sufficient to prove in the case of a letter, that such letter was properly stamped, franked, addressed and placed in the post and in the case of a by-hand delivery that such letter was delivered to the proper address and in the case of an email that such email was duly transmitted to an email notified to the other party for this purpose.

13. You agree to abide by all lawful rules and regulations the camp/resort at which you are placed and to fully indemnify and hold completely harmless Sport USA Camps from and against any liability, obligation, loss and expenses including court costs and legal fees incurred by Sport USA Camps, your camp/resort or a third party resulting from any injury, loss, property damage or expenses that you directly or indirectly cause or to which you contribute.

14. Sport USA Camps and its affiliates, agents and employees shall not be liable for claims or costs whatsoever arising from any injury, loss, damage, delay, accident or expense resulting from events beyond Sport USA Camps's control including (but not limited to) natural disasters, acts of God, acts of war or terrorism, strikes, incidents of politically motivated violence, pandemic, sickness or quarantine, government restrictions or regulations or transportation accidents, in the absence of gross negligence (or negligence in the case of personal injury) by Sport USA Camps, arising from the use of any vehicle or from any act or omission by any agent or employee or guests of the participating camp, individual, firm, or company in relation to transportation to, from and within the U.S. or another facility or service organised on your behalf.

15. Upon signing this terms and conditions agreement, the candidate hereby states that he/ she will take part in the program at his/her own responsibility.