

# WWW.KIDSROCKSUMMERCAMP.COM

## TERMS AND CONDITIONS

### Introduction

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

You must be at least 18 years of age to use this website. By using this website and by agreeing to these terms and conditions you warrant and represent that you are at least 18 years of age.

### License to use website

Unless otherwise stated, Kids Rock Summer Camp and/or its licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this website (including republication on another website);
- sell, rent or sub-license material from the website;
- show any material from the website in public;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;

### Acceptable use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without Kids Rock Summer Camp's express written consent.

### No warranties

This website is provided "as is" without any representations or warranties, express or implied. Kids Rock Summer Camp makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, Kids Rock Summer Camp does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

### Limitations of liability

Kids Rock Summer Camp will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- [to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Kids Rock Summer Camp has been expressly advised of the potential loss.

### **Exceptions**

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit Kids Rock Summer Camp liability in respect of any:

- death or personal injury caused by Kids Rock Summer Camp negligence;
- fraud or fraudulent misrepresentation on the part of Kids Rock Summer Camp; or
- matter which it would be illegal or unlawful for Kids Rock Summer Camp to exclude or limit, or to attempt or purport to exclude or limit, its liability.

### **Reasonableness**

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

### **Other parties**

You accept that, as a limited liability entity, Kids Rock Summer Camp has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against Kids Rock Summer Camp officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect Kids Rock Summer Camp officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Kids Rock Summer Camp.

### **Unenforceable provisions**

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

### **Indemnity**

You hereby indemnify Kids Rock Summer Camp and undertake to keep Kids Rock Summer Camp indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Kids Rock Summer Camp to a third party in settlement of a claim or dispute on the advice of legal advisers) incurred or suffered by Kids Rock Summer Camp arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

### **Breaches of these terms and conditions**

Without prejudice to Kids Rock Summer Camp's other rights under these terms and conditions, if you breach these terms and conditions in any way, Kids Rock Summer Camp may take such action as Kids Rock Summer Camp deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

### **Variation**

Kids Rock Summer Camp may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

### **Assignment**

Kids Rock Summer Camp may transfer, sub-contract or otherwise deal with Kids Rock Summer Camp rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

### **Severability**

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

### **Entire agreement**

These terms and conditions, together with Camper Registrations constitute the entire agreement between you and Kids Rock Summer Camp in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

**Law and jurisdiction**

These terms and conditions will be governed by and construed in accordance with Michigan law, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of Ottawa County.

**KIDS ROCK SUMMER CAMP details**

The full name of KIDS ROCK SUMMER CAMP is KIDS ROCK SUMMER CAMP LLC.

KIDS ROCK SUMMER CAMP's address is 1400 Steaders Pass, Zeeland MI 49464.

You can contact KIDS ROCK SUMMER CAMP by email to [kidsrocksummercamp@gmail.com](mailto:kidsrocksummercamp@gmail.com).