



Talisman Programs™

Welcome to Talisman!

Below you will find the enrollment packet, which must be in with tuition by May 15th to hold your child's spot for camp. Please use this page as a check off sheet of what you need to turn in.

Don't forget to download your **Parent Handbook** at www.talismancamps.com/gettingready.html

Print and Mail to Talisman Programs
64 Gap Creek Rd
Zirconia, NC 28790

Physical forms to mail:

- Talisman Programs Enrollment Agreement 2010 (4 pgs)
- Parental Agreement
- Permission to Treat (This form needs to be notarized. We will have a Notary present during opening day.)
- Permission to Administer OTC
- Parent/Guardian Contact Sheet
- Camper Health Care Recommendations
- Payment Information

Forms to fill out on CampMinder:

- Health History & Immunization Form
- Transportation Information



Talisman Programs™

Discovery Information Sheet

Session Date: June 13-24

Summer Camp Program Manager: Susanna Miller

Base Camp Program Supervisor: Andrew Burkhardt

About the Program:

Base Camp programs are co-educational and accept children with ADHD, learning differences, and similar special needs. We use a combination of wilderness experiences, working together at camp, and group discussions to bring about improvements in individual and group communication skills. Our activities are designed to provide a fun atmosphere where campers can develop increased self-esteem, trust in self and others, and the basics of good decision-making. They include hiking, rock climbing, tree climbing, swimming, arts and crafts and sports, as well as many special events

Discovery is a two-week program designed for younger children (8-11 years old) who may not be ready for 3 weeks away from home. This is a good introduction to camp and includes all of our major adventure activities.

We do not use food as a reward or a punishment. We provide wholesome food that is generally familiar to kids (for example, hamburgers, hotdogs, peanut butter & jelly sandwiches, cereal, and eggs). We also encourage our students to try new foods. They are given substantial first servings, and must try small no-thank-you helpings if they wish to come up for seconds or be eligible for the occasional dessert. We do have limited meal alternatives, and will never let a child go hungry.

We address issues when they happen, as a group: We stop what we're doing and circle up to identify the problem, have the camper take responsibility, come up with some better alternatives, and decide whether there is a natural consequence. For example, throwing food might mean eating the next meal outside; horseplay in the van might result in missing the next van trip; being disrespectful may require apologizing and doing something nice for the other person. This group approach allows our kids to practice expressing their opinions and feelings appropriately and encourages them to listen to others. Time-outs are used to allow people to calm down and prepare to come to group. Sensitive issues may be dealt with one-on-one with a staff person. Yelling, punishment, and physical discipline are never allowed.

Talisman Summer Camp

Explanation of Activities for Sight

"This schedule is subject to change- as is your camper."

Arts & Crafts: Time for a little creativity! The Art Room is filled with supplies to let your imagination run wild!

Big Event: Could it be Carnival Day? A Medieval festival? Whatever it is, it is sure to be fun! In this all camp theme event, campers will rotate through various games and stations.

Cardboard Kayak Races: Ready?! Set!? GGGGOOOO!!!! Campers test their engineering skills by using cardboard and other recycled goods to build a kayak. Once the boats are built it's off to race through the gates on the pond! Who will be our winner?!

Carpentry: Birdhouses, Benches, and Boxes OH MY!

Drama: Showing off different skills at the end of the session talent show, is a highlight in the camp session. In drama, the campers will work on different skits and other talents to prepare to showcase at the talent show.

Egg Baseball: Campers may play a game of "Egg Baseball". (This involves some tennis rackets and a lot of flying egg!)

Holmes Educational Center: Campers will join rangers from the center in exploring the flora and fauna of DuPont State Forest.

Initiatives: Through team building games and initiatives, these will help the group on communication, teamwork, and of course having Fun!

Kick Ball Art: Calling all Picassos! Campers will display their creative strengths in a game of "kick ball Art" (this involves lots of paint, several Nerf balls and some poster board).

Mt. Corbin: They will also plan and carry out their "assault on Mt. Corbin". During this day hike to a local mountain top, groups will gear up for their upcoming 4 day hike by practicing "Trail Etiquette".

Movie & Pizza: WELCOME BACK!! After returning from a campout, cleaning gear and getting cleaned up, campers have a night of chilling and watching a movie and eating pizza. It's quite a nice treat after eating trail food for a couple of days over two weeks.

Opening Day: Campers will decorate their cabins and familiarize themselves with the facilities such as the buildings, pool, and trails. Parts of the day will involve opening day routines including the swim test and health check. Campers will also be getting to know their staff and the expectations and rules here, as well as learning about some of the activities we will be participating in. The day will also focus on getting to know each other, culminating in a Grand Council campfire led by the camp director.

Packing and Skills: Campers will review the basics of trail etiquette and gear up for their campout or hike.

Packing, skit show and Closing: Packing, packing, packing! After all the work is done, groups will participate in Talisman's skit show. They will then prepare for the Final Banquet/Blowout! After the banquet, campers will work on final goodbyes and pull it all together during their closing ceremony. (Bring your Kleenex)

Pool Party: Whether you are Marco or Polo, a shark or a minnow, or stuck in a whirlpool, pool party is when our campers beat the heat making a splash in the pool. We may even boogie down to some beach boys!

Rocks: Campers will join in adventures for a day of Rock Climbing. Campers learn "the ropes" of safe climbing and have a chance to set personal goals using our challenge by choice method.

Scavenger Hunt: Alright Sherlock! Campers team up to solve riddles around campus to find the treasure at the end!

Sundae Sunday: Campers get to enjoy an ice cream contest with a fun twist!! *Hint:* Campers should wear their swimsuits!

Slip 'n Slide: We roll out a huge sheet of plastic on the hill in front of the girls' bunk house, spray it down with biodegradable soap and a water hose and let the kids go SLLLLLLLLLLLLLIDING down the hill!!!

Tie Dye: Spots and swirls and dye, oh my! Campers will have the chance to roll up t-shirts and dye them to make a good ole fashioned camp t-shirt.

Trees: Technical Tree Climbing is one of the fun adventures we have here on the Talisman campus. Campers climb into harnesses and put on helmets and climb trees around campus.

Triple Falls: A nice little trip off campus to visit waterfalls in DuPont State Forest. The third of the Little River Falls, Triple consists of three distinct cascades, totaling about 120' in vertical drop. Triple Falls is about a seven minute walk from the Hooker Falls parking

TALISMAN PROGRAMS ENROLLMENT AGREEMENT 2010

This agreement ("Agreement") is entered into by and between Talisman School, Inc., a Delaware Corporation (hereinafter "Talisman"), operating the TALISMAN PROGRAMS, a licensed program which is described in the program materials that Sponsor has received previously and which is made a part of this Agreement by reference (the "Program") and _____parent(s) and/or guardian(s) of the Camper (hereinafter the "Sponsors"). Sponsors' address is _____ and phone is: _____.

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

1. **SPONSOR'S REPRESENTATIONS.** Sponsor warrants that Sponsor is the legal parent(s) and/or guardian(s), having legal custody, of the following child _____ (full and preferred name), whose birth date is _____ (hereinafter the "Camper"), and that Sponsor desires to and does hereby contract with Talisman for the Camper's enrollment in the Program according to the terms and conditions of this Agreement. In entering into and performing under this Agreement, Talisman is relying on all representations and promises of the Sponsor contained or expressed in this Agreement and all other documents and information sheets from Sponsor to Talisman, and Sponsor expressly warrants the truth and accuracy of the same.

2. **ENROLLMENT OF THE CAMPER.** Upon Sponsor's initial payment of the \$300 processing fee and completion of this Agreement, the Enrollment Application and all related documentation, and upon Talisman's execution of this Agreement, Talisman shall review the Camper conditionally for enrollment in the Program, subject to the terms and conditions of this Agreement. Sponsor acknowledges and agrees that Talisman's conditional acceptance of the Camper is subject to the personal evaluation and screening process conducted by Talisman. If the Camper satisfies Talisman's screening criteria, Talisman shall accept the Camper and, except as otherwise provided herein, permit the Camper to enter the Program. If the Camper fails to satisfy Talisman's screening criteria, Talisman will return the deposit (currently \$300).

3. **TERM OF AGREEMENT/CUSTODY.** Assuming the Camper is accepted into the Program, the term of this Agreement shall be a minimum of _____ beginning with the Camper's arrival in Zirconia, North Carolina, now anticipated on _____ (the "Arrival Date"). On the Arrival Date, Sponsor shall transfer, by a Power of Attorney in the form received and executed by Sponsor, temporary custody of the Camper to Talisman for the duration of the Agreement, unless either party terminates this Agreement prior thereto by giving written notice to the other party pursuant to paragraphs 11A or 11B herein or until the Camper attains the age of eighteen (18), unless the Camper (a) has otherwise been placed in the custody of Talisman by a court of proper jurisdiction or (b) voluntarily consents in writing to remain in the Program for any period of time beyond said eighteenth (18th) birthday.

4. **PROGRAM COSTS AND PAYMENT TERMS.**

A. **PROGRAM FEES:**

Discovery - \$2500 Foundations- \$3600, Explorers - \$2500, Academics - \$5200, Trek- \$3600, TOBA- \$3600, Leadership- \$2500, Tri-Adventures- \$3600, Sight- \$3600, 2-week INSight - \$3500, Insight Young Adult -\$5200, Kayak \$3000, Belize \$3900, Alaska \$3000, between-session stay over \$100 per night. Payment is due for all sessions by May 01, 2010. No exceptions.

B. **EARLY WITHDRAWAL OF CAMPER.** If Sponsor withdraws Camper before expiration of the period of enrollment without the recommendations of the Program Director, Sponsor understands and agrees that any amounts still owed by the Sponsor as part of this Agreement will become immediately due. Further, the Sponsor shall not be entitled to a refund of any amounts paid, nor shall there be a reduction in the obligation for basic charges or other expenses due from the Sponsor. The non-refundable payments made and the continuing obligation to pay any amounts due but not paid, reflects the recognition that certain costs associated with making the program available to the Participant are incurred, whether or not the program is completed, including such items as salaries, inventories, and other general operating expenses. Therefore, the Sponsor understands and agrees that the policy of non-refundable payments and expenses is a reasonable estimate of the losses (i.e. Liquidated Damages) Talisman incurs with the early withdrawal of the Participant. Camper transcripts and other documentation will not be released until all financial obligations have been met.

C. **ADDITIONAL COSTS AND EXPENSES.** In addition to the Program fee, Sponsor agrees to pay for the following expenses of the Camper: transportation from the Camper's current residence to Zirconia, North Carolina (Or Seattle, Washington for our Washington State Programs), and return transportation to the Camper's current residence; food and lodging expenses for any holding period before commencement of the Program and/or after completion of the Program; medication packaging; all medical, dental, hospital, and related expenses incurred by or for the Camper and all required personal items specified in the Camper clothing list. Sponsors are also responsible for any additional escort fees required for transporting Camper to and/or from the Program to another location (i.e. airport, doctor's appointment or special event).

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

E. **RUNAWAY EXPENSES.** In the event the Camper runs away from the Program, Talisman will make every reasonable effort to find the Camper and return the Camper to the Program or to the Sponsor. An accounting of the expenses incurred by Talisman in finding and returning the Camper will be made to the Sponsor who agrees to accept full responsibility for any and all such costs and expenses, and to pay the same within seven (7) days of the Sponsor's receipt of said accounting.

F. **LOSS OR DAMAGE TO CAMPER'S PROPERTY.** Talisman is not liable for any loss of or damage to any of the Camper's property. The Camper is fully responsible for the same at all times.

G. **SUBCONTRACTING.** Sponsor agrees and consents to Talisman's subcontracting certain services to be rendered under this Agreement to persons or entities deemed by Talisman to be properly qualified to provide said services, at no additional cost to Sponsor unless otherwise agreed to by both parties. Talisman is not responsible for the services provided by such third-party contractors and is hereby released from any liability arising from such services. All clinicians furnishing services to the Camper, including any psychiatrists, psychologists, mental health professionals, or internists or the like, are independent contractors with the client and are not employees of Talisman. The Camper is under the care and supervision of his/her attending clinician and it is the responsibility of the Camper's clinician to obtain the Sponsor's informed consent, when required, for medical, surgical, or psychiatric treatment, special diagnostic or therapeutic procedures, or other services rendered the Camper under the general and special instructions of the clinician.

H. **NURSING CARE.** Talisman provides only general nursing care unless, upon orders of the Camper's physician, the Camper is provided more intensive nursing care. If the Camper's condition is such as to need the service of a special duty nurse, it is agreed that such must be

arranged by the Sponsors. Talisman shall in no way be responsible for failure to provide the same and is hereby released from any and all liability arising from the fact that Camper is not provided with such additional care.

5. **ASSUMPTION OF RISKS; RELEASES AND INDEMNITIES.** Sponsor acknowledges serious hazards and dangers, known and unknown, inherent in the Program, including but not limited to ranch, agricultural and vocational activities, emotional and physical injuries, illness or death that may arise from strenuous hiking, climbing and camping in a natural environment, exposure to the elements, plants and animals, running away from the Program, "acts of God" (nature), the ropes course, kayaking, rafting, water sports, stress, involvement with other Campers, self-inflicted injuries, and transportation to and from the Program's field location(s). Sponsor understands that in participating in the Programs Camper will be in locations and using facilities where many hazards exist and is aware of and appreciates the risks which may result. Sponsor understands that accidents occur during such activities due to the negligence of others which may result in death or serious injury. Sponsor and Camper are voluntarily participating in the Programs with knowledge of the dangers involved and agree to accept any and all risks.

In consideration for being permitted to participate in the Programs, Sponsor agrees to not sue, to assume all risks and to release, hold harmless and indemnify Talisman and any and all of its predecessors, successors, officers, directors, trustees, insurers, employees, managers, agents, volunteers, community organizations, administrators, heirs, attorneys, executors, assigns and/or related or affiliated business entities including, but not limited to, Aspen Education Group, Inc. (collectively all of the above persons and entities shall be referred to as the "Released Parties" hereafter) who, through negligence, carelessness or any other cause, might otherwise be liable to Sponsor or Camper under theories of contract or tort law.

Sponsor intends by this Waiver and Release to release, in advance, and to waive his or her rights and discharge each and every one of the Released Parties, from any and all claims for damages for death, personal injury or property damage which Sponsor may have, or which may hereafter accrue as a result of Camper's participation in any aspect of the Programs, even though that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective property or equipment owned, maintained or controlled by them or because of their possible liability without fault. Additionally, Sponsor covenants not to sue any of the Released Parties based upon their breach of any duty owed to Sponsor or Camper as a result of their participation in any aspect of the Programs. Sponsor understands and agrees that this Waiver and Release is binding on his or her heirs, assigns and legal representatives and that the Released Parties shall be exempt from liability to Sponsor, his or her heirs, assigns and legal representatives.

Camper is physically capable of participating in the Programs, and his or her medical care provider has approved his or her participation. If Sponsor is aware that Camper is under treatment for any physical infirmity, ailment or illness, Camper's medical care provider knows of and has approved Camper's participation in the Programs. Sponsor acknowledges that Sponsor, and Sponsor alone, is solely responsible for Camper's personal health and safety, and the personal property Camper brings with him or her. Sponsor acknowledges that the medical insurance information Sponsor has provided on the Medical Form is current and complete and that Sponsor is solely responsible for procuring and maintaining all medical insurance Sponsor deems necessary and that the Released Parties have recommended that Sponsor procure and/or maintains medical insurance. Sponsor accepts full responsibility for any costs incurred for medical treatment due to failure to procure or maintain insurance, or providing outdated or falsified insurance information. Sponsor understands that it is ultimately Sponsor's responsibility to provide payment to any hospital/emergency response technicians/emergency transport company that may provide services to Camper as a result of injury/illness during the Programs.

Sponsor agrees that this Release extends to all claims of every nature and kind whatsoever, and hereby expressly waives all rights under California Civil Code section 1542 which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Sponsor agrees to indemnify the Released Parties from any and all actions, causes of action, claims, demands, damages, costs (including attorneys' fees), expenses, liabilities and charges, known or unknown (the "Liabilities") arising out of or in connection with claims and/or actions relating to or brought by or on behalf of Camper, including, without limitation, claims related to or arising out of the Minor's participation in the Program.

Initials: _____.

6. **AUTHORIZATION FOR MEDICAL CARE AND RECORDS.** In the event of an accident, injury, illness, or other medical necessity, Sponsor hereby authorizes Talisman to: (a) provide emergency first aid to the Camper 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 the Camper deemed necessary by Talisman'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 the Camper. All costs and expenses incurred for these services shall be the sole responsibility of the Sponsor. Sponsor also authorizes any and all medical doctors, psychiatrists, psychologists, counselors, therapists, hospitals, clinics and treatment centers that have treated or counseled the Camper, and whose names Sponsor shall provide to Talisman, to release all information regarding the Camper's medical and/or psychological history, diagnoses and treatments to Talisman upon request.

7. **AUTHORIZATION FOR SEARCH AND SEIZURE.** Sponsor hereby authorizes Talisman personnel to search the person and personal effects of the Camper at any time. Talisman is further authorized to confiscate any and all items deemed by Talisman to be contraband or counterproductive to the Camper's successful completion of the Program. The disposition of all items confiscated by Talisman shall be left to the sole discretion of Talisman.

8. **AUTHORIZATION FOR RESTRAINT.** Sponsor hereby authorizes Talisman personnel to physically restrain, control and detain the Camper by the exercise of necessary restraints when deemed necessary by Talisman, for purposes including but not limited to escorting the Camper to and from the Program's location, returning the Camper to the Program if the Camper runs away, or preventing the Camper from jeopardizing the Camper's own safety or the safety of others. In the event of a runaway, all appropriate law enforcement agencies or security personnel of any federal, state, county or municipal entity are hereby directed to detain and retain custody of the Camper until Sponsor or any personnel of Talisman arrive, at which time Talisman personnel may re-obtain custody or control of the Camper or authorize continued custody by the law enforcement agency until travel is arranged for the Camper's return home.

9. **PHOTOGRAPHIC/AUDIO RECORDING AUTHORIZATION.** Sponsor hereby authorizes Talisman to take and utilize the name, voice, photographs and/or videotapes or audiotapes of the Camper during the Program, without any compensation to Sponsor or the Camper. Sponsor understands and agrees that these photographs and tapes of Camper's acts, poses, plays, faces, person, likeness and appearance of any and all kinds and/or recording of voices (with the right to "dub" the voice of another in place of Camper's) may be used in preparing promotional literature or publicity and tapes for Talisman in any medium, together with instrumental, musical, and other sound effects provided by Talisman. Sponsor waives his or her and Camper's rights of publicity in connection therewith.

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

11. EARLY TERMINATION/LIQUIDATED DAMAGES.

A. **TERMINATION BY TALISMAN.** Talisman reserves the right to terminate this Agreement at any time due to: (i) failure of Sponsor to pay any amounts due under paragraph 4; (ii) illegal, uncontrollable, or dangerous behavior by the Camper; (iii) discovery of any unprompted or previously unknown physical, medical, mental, or emotional problem(s) of the Camper; or (iv) for any other reason if Talisman deems it necessary for the protection of the Camper, any other Camper(s) or the integrity of Talisman's Program. **In the event of any such termination by Talisman after the Camper has been accepted into the Program, neither Sponsor nor Camper's insurer shall be entitled to a refund of any part of the Program fee or tuition.** However, in the sole discretion of Talisman, except in the case of termination under paragraph 11A(i) above, the Camper may participate in a subsequent Program if the condition(s) that led to the Camper's prior termination has been resolved to Talisman's satisfaction, with a credit, to be determined by Talisman in its sole discretion, against the Program fee for prior Program fee payments.

B. **WITHDRAWAL BY SPONSOR.** In the event Sponsor or any authorized third party, after the Camper's arrival date, withdraws the Camper for any reason prior to the end of the Program, or if the Camper decides to leave the Program after the Camper's eighteenth birthday, neither Sponsor nor the Camper's insurer shall be entitled to a refund of any part of the Program fee or tuition. However, in the sole discretion of Talisman, the Camper may participate in a subsequent program if the condition(s) that led to the Camper's prior withdrawal has been resolved to Talisman's satisfaction, with some appropriate credit, to be determined by Talisman in its sole discretion, for prior Program fee payments.

C. **LIQUIDATED DAMAGES.** Talisman's entitlement to and retention of the entire tuition payable in advance under this Agreement in the event of an early termination or withdrawal is not considered by either of the Parties to be a penalty for early withdrawal of the Camper. Because of Talisman's fixed costs, the impossibility of filling the Camper's position once the Program is underway, and the difficulty of estimating and recovering Talisman's losses caused by the Camper's early termination or withdrawal, the Parties agree that this non-refundable Program fee policy constitutes a fair and reasonable estimate of Talisman's losses (i.e., liquidated damages) associated with any early termination or withdrawal of the Camper from the Program.

12. **SPONSOR EDUCATION PROGRAM AND COOPERATION.** Sponsor agrees to attend any seminars for parents and guardians of the Campers conducted by Talisman during the Program, and to give Sponsor's full cooperation to Talisman personnel throughout the Program, in order to maximize the benefits of the Program for the Camper and the Sponsor. Sponsor also agrees to read any educational materials and watch any video programs sent to Sponsor by Talisman, and to fill out and return to Talisman any interactive educational materials, while the Camper is in the Program.

13. **ESCORTS.** If an escort is required to bring the Camper to Zirconia, North Carolina for the Program, Sponsor agrees that any escort or escort service used by Sponsor, whether or not Sponsor is referred to the escort by Talisman, is in all respects an independent contractor contracting directly with Sponsor. Sponsor agrees that Talisman bears no responsibility of any kind for any such escort service or the negligence or failure thereof.

14. **HEALTH INSURANCE.** Sponsor warrants that the Camper is presently covered, and will for the duration of the Program be covered, by adequate health insurance covering claims that may arise in connection with any accident, injury or illness that the Camper may suffer or incur during the Program. Whatever deductibles or coverage exclusions may apply in a given case shall be satisfied entirely by Sponsor. Camper must provide proof of insurance prior to enrollment.

15. **EMANCIPATION.** Sponsor warrants that the Camper is a minor, both by age and as a matter of law, that the Camper does not qualify under the law as an "emancipated minor," and that the laws of the Camper's state of residence permit Sponsor to place the Camper in the Program without the Camper's consent.

16. **DELAYED PERFORMANCE.** Except for the obligation to make payments when due hereunder, all other obligations under this Agreement shall be suspended for so long as one or both Parties hereto are prevented from performing hereunder by acts of God/nature, the elements, acts of federal, state or local governments, agencies or courts, damage to or destruction or unavoidable shutdown of necessary facilities, or other matters beyond their reasonable control; provided, however, that any party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof and shall exercise due diligence to remove and overcome the cause of such inability to perform as soon as practicable.

17. **ATTORNEY'S FEES.** In the event that either party is found in default or material breach of any specific promise, term or condition expressly set forth in this Agreement by an arbitrator(s) or a court of competent jurisdiction, said party shall be liable to pay all reasonable attorneys' fee, court costs and other related collection costs and expenses incurred by the other party in enforcing its contractual rights hereunder in said arbitration and/or court proceeding(s). In addition, Sponsor agrees to compensate Talisman for all reasonable attorneys' fees and costs incurred by Talisman in connection with those matters concerning which Sponsor has agreed to pay or indemnify Talisman hereunder, including without limitation the provisions of paragraphs 1, 4, 5, 6, 7, 8, 11, 12, 13, 14, and 27 herein. Sponsor agrees to pay a late charge of one and one-half percent (1½ %) per month on all billings not paid in accordance with this Agreement.

18. **NOTICES.** Any and all notices, payments, reports and other correspondence required hereunder shall be deemed to have been properly given or delivered when made in writing and delivered personally to the party to whom directed, or when sent by United States mail with all necessary postage or charges fully prepaid, and addressed to the party to whom directed at its below specified address (or a new address after written notice of such change is given to the other party).

Talisman, Inc.

c/o Aspen Education Group, Inc.

17100 Pioneer Blvd., Ste. 300

Cerritos, CA 90701-2709

PARENT'S NAME: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

19. **AMENDMENTS.** This agreement may be amended at any time upon mutual agreement of the parties hereto, but any amendment(s) must first be reduced to writing and signed by both parties in order to become effective.

20. **WAIVER.** A waiver by any party of any provision hereof, whether in writing or by course of conduct or otherwise, shall be valid only in the instance for which it is given, and shall not be deemed a continuing waiver of said provision, nor shall it be construed as a waiver of any other provision hereof.

21. **PARAGRAPH HEADING.** The paragraph headings of this Agreement are inserted only for convenience and in no way define, limit or describe the scope or intent of this Agreement nor affect its terms and provisions.

22. **GOVERNING LAW / VENUE.** This Agreement, and all matters relating hereto, including any matter or dispute arising between the parties out of this Agreement, tort or otherwise, shall be interpreted, governed, and enforced according to the laws of the State of California; and the

Parties consent and submit to the exclusive jurisdiction and venue of the California Courts in Los Angeles County, California, and any qualified (American Arbitration Association-approved) arbitration service in the State of California, County of Los Angeles, to enforce this Agreement. The parties acknowledge that this agreement constitutes a business transaction within the State of California.

23. **SEVERABILITY.** In the event that any provision of this Agreement, or any operation contemplated hereunder, is found by a court of competent jurisdiction to be inconsistent with or contrary to any law, ordinance, or regulation, the latter shall be deemed to control and the Agreement shall be regarded as modified accordingly and, in any event, the remainder of this Agreement shall continue in full force and effect.

24. **NUMBER.** As used in this Agreement, the term "Sponsor" shall include all Sponsors, being the parent(s) and/or guardian(s) executing this Agreement; and singular pronouns shall include the plural and plural pronouns shall include the singular, whenever the context so requires.

25. **ACKNOWLEDGMENT/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. Other than the express commitments set forth in this Agreement and the Program description, Talisman gives no warranties of any kind, express or implied, to either the Sponsor or the Camper 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 Talisman set forth herein.

26. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.

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

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

Date:

Sponsor (father/guardian)

Date:

Sponsor (mother/guardian)
Accepted:

Date:

TALISMAN SCHOOL, INC.



Talisman Programs_™

Parental Agreement

PHYSICAL AGREEMENT: I hereby make application for enrollment of my child in Talisman Programs subject to the conditions set forth on this application. I understand that my child **MUST** have had a physical examination from a physician within 30 days of camp. It must indicate whether he/she is able to participate in all camp activities and that their **Tetanus immunization has been WITHIN 8 YEARS.**

PICTURE AGREEMENT I hereby consent to and authorize the reproduction, publication, and use by Talisman Programs and their successors and assigns, for any use, photographs, video representations, and other likenesses of my child.

BEHAVIOR MANAGEMENT POLICY: Talisman campers come with a variety of mild behavioral issues related to ADHD, learning differences, Aspergers, and their frustration with the challenges these present. We utilize a system of positive peer culture and natural consequences in addressing the issues that arise. These issues include lack of focus, difficulty following directions, anger and frustration management, noncompliance, arguing, disrespect, impulsivity, and inappropriate social interactions. **Talisman is not a treatment program;** we work to build skills, but do not do therapy with campers. **Talisman does not work with physically aggressive campers.**

It is our policy to separate any camper who will not work within our structure to resolve issues or who exhibits more extreme behaviors than we allow. Our first step will be removal to a primitive campsite with a qualified staff person, where they can earn the privilege of rejoining their group by participating fully in campsite life. If this is ineffective, we will consider discharge. In all cases, we will maintain close contact with the parents.

Talisman reserves the right to discharge any camper who is found to be inappropriate for our programs. Grounds for dismissal include, but are not limited to: physical assault or serious threat of assault, possession of weapons or illegal drugs, sexual acting out, suicidal ideation or attempt, major property damage, chronic run away, or psychotic behavior. Parents will have 24 hours to retrieve their child once notified of discharge. We will work with parents to develop an alternate summer plan if desired.

REFUND POLICY: Deposits are nonrefundable once the camper is accepted. Full tuition is due by May 15th to retain the spot. Cancellations will be refunded (minus the deposit) at the following rate:

- 100% refund or credit until April 1
- 75% refund or full credit until May 15th
- 50% credit after May 15th

There is no refund for early discharge of a camper.

I have read and agree with the above four agreements and policies: Physical, Picture, Behavior Management, and Refund policy.

Parent/Guardian Signature

Date



Talisman Programs™

Authorization to Treat

AUTHORIZATION FOR MEDICAL CARE AND RECORDS. In the event of an accident, injury, illness, or other medical necessity, Sponsor hereby authorizes Talisman to: (a) provide emergency first aid to the Camper 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 the Camper deemed necessary by Talisman'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 the Camper. All costs and expenses incurred for these services shall be the sole responsibility of the Sponsor. Sponsor also authorizes any and all medical doctors, psychiatrists, psychologists, counselors, therapists, hospitals, clinics and treatment centers that have treated or counseled the Camper, and whose names Sponsor shall provide to Talisman, to release all information regarding the Camper's medical and/or psychological history, diagnoses and treatments to Talisman upon request.

Signature of Custodial Parent/Guardian _____

Date: _____

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and upon his{her} oath acknowledged to me that he{she} executed the same for the purposes and consideration therein expressed. **GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20__.**

Parent/Guardian Contact Sheet

Camper:

Program/Session:

Primary Guardian:

(This is the person we call with a weekly update and in case of emergency.)

Weekly Contact Person:

Preferred time & place of contact:

Relationship: Preferred Form of Contact:

Home Phone: Times:

Work Phone: Times:

Cell Phone: Times:

E-mail: Fax:

Is there any time when you will be unreachable?

Second Contact:

Should Second Contact be contacted weekly too? yes no

Relationship: Preferred Form of Contact:

Home Phone: Times:

Work Phone: Times:

Cell Phone: Times:

E-mail: Fax:

Third (*emergency*) Contact:

Relationship: Preferred Form of Contact:

Home Phone: Times:

Work Phone: Times:

Cell Phone: Times:

E-mail: Fax:

**CAMPER HEALTH-CARE RECOMMENDATIONS
by LICENSED MEDICAL PERSONNEL FORM 2**

Developed and reviewed by: American Camp Association,
American Academy of Pediatrics Council on School Health, &
Association of Camp Nurses

Mail this form to the address below by _____ (date)

To Parent(s)/Guardian(s): Complete this section and give **this form (FORM 2)** and a copy of your completed CAMPER HEALTH HISTORY FORM (FORM 1) to your child's health-care provider for review.

Dates will attend camp: from _____ to _____
Month/Day/Year Month/Day/Year

Camper Name: _____
First Middle Last

Male Female Birth Date _____ Age on arrival at camp _____
Month/Day/Year

Camper home address: _____

City _____ State _____ Zip Code _____

Custodial parent(s)/guardian(s) phone: (_____) _____ (_____) _____

Parent(s)/guardian(s) stop here. Rest of form to be completed by medical personnel.

Camper Name

First

Middle

Last

(For Camp Use) Cabin or Group

(For Camp Use) Session Code(s)

The following non-prescription medications are commonly stocked in camp Health Centers and are used on an as needed basis to manage illness and injury. **Medical personnel: Cross out those items the camper should not be given.**

- Acetaminophen (Tylenol)
- Ibuprofen (Advil, Motrin)
- Phenylephrine (Sudafed PE)
- Pseudoephedrine (Sudafed)
- Chlorpheniramine maleate
- Guaifenesin
- Dextromethorphan
- Diphenhydramine (Benadryl)
- Generic cough drops
- Chloraseptic (Sore throat spray)
- Lice shampoo or scabies cream (Nix or Elimite)
- Calamine lotion
- Bismuth subsalicylate (Pepto-Bismol)
- Laxatives for constipation (Ex-Lax)
- Hydrocortisone 1% cream
- Topical antibiotic cream
- Calamine lotion
- Aloe

Medical Personnel: Please review the CAMPER HEALTH HISTORY FORM (FORM 1) and complete all remaining sections of this form (FORM 2). Attach additional information if needed.

Physical exam done today: Yes No (If "No," date of last physical: _____)
Month/Day/Year

ACA accreditation standards specify physical exam within last 24 months.

Weight: _____ lbs Height: _____ ft _____ in Blood Pressure _____ / _____

Allergies: No Known Allergies

To foods (*list*):

To medications (*list*):

To the environment (*insect stings, hay fever, etc.— list*):

Other allergies (*list*):

Describe previous reactions:

Diet, Nutrition: Eats a regular diet. Has a medically prescribed meal plan or dietary restrictions: (*describe below*)

The camper is undergoing treatment at this time for the following conditions: (*describe below*) None.

Medication: No daily medications. Will take the following prescribed medication(s) while at camp: (*name, dose, frequency—describe below*)

Other treatments/therapies to be continued at camp: (*describe below*) None needed.

Do you feel that the camper will require limitations or restrictions to activity while at camp? No Yes

If you answered "Yes" to the question above, what do you recommend? (describe below—attach additional information if needed)

"I have reviewed the CAMPER HEALTH HISTORY FORM (FORM 1), and have discussed the camp program with the camper's parent(s)/guardian(s). It is my opinion that the camper is physically and emotionally fit to participate in an active camp program (except as noted above.)

Name of licensed provider (please print): _____ Signature: _____ Title: _____

Office Address _____
Street City State Zip Code
Telephone: (_____) _____ Date: _____



Talisman Programs.

Dear Parents,

In our on-going commitment to meet the needs of our campers who require medication while at camp as well comply with strict state regulations regarding medication dispensing for summer camps, we once again will be working with *CampMeds Inc.* to provide the convenient service of dispensing, packaging and shipping medications directly to our camp this summer.

Our policy and procedure for dispensing and administering medicine **REQUIRES** camp families to have all of your child's medicine in **PILL FORM** to be dispensed by *CampMeds* and sent to camp prior to their arrival. This includes all prescription, non-prescription pills and vitamins taken daily or as needed

***Our camp stocks most over the counter items such as Tylenol, Advil, Benadryl, etc. so you do not need to have *CampMeds* dispense those items.**

Medications that are in pill form are individually packaged and sealed according to date and time of administration. Each individual packet may contain one or more pills prescribed to be given at the same time. This method of dispensing medicine during summer camp minimizes potential med errors, ensuring that every camper gets the correct medication and dosage, at the right time, on the right day. It also allows your children to return to their camp activities sooner, because administering meds that are pre-packaged and organized reduces their time spent in line waiting for meds! Our nurses now have more time to devote to your child's other healthcare needs.

Please remember that all medication at camp is dispensed at mealtimes and bedtime. Only if medically necessary and a specific time is written on the prescription, will the meds be dispensed at a different time of day. You are responsible to check that your child's prescriptions are written exactly how and when the medication is to be given. For example, if the med is to be taken only as needed, the prescription must be written that way; if the med is to be the "brand drug", the prescription must specify "brand only" or the generic will be dispensed.

We want to be clear that we do expect 100% participation from families with campers who will need medication while at camp. The only exception to this procedure is if *CampMeds* notifies us that they are unable to accept your insurance. If your camper does not take medication in pill form, you do not need to register with *CampMeds*.

If your camper will be taking medication at camp this summer, please read the following detailed letter, and visit their website, www.campmeds.com for additional information and to register your camper.

We are confident that this program continues to help us achieve our primary goal; *the health, well-being and safety of your child.*

Regards,
Linda Tatsapaugh

Camp Director



Dear Camp Parents,

This summer, Talisman Programs will continue work with *CampMeds, Inc*, a pre-packaged medication program founded by a former camp nurse. The *CampMeds* pharmacy will dispense all of your child's prescription and non-prescription medicine in pill form, taken daily or as needed. This includes vitamins. The pills will be dispensed and individually packaged by our pharmacy. Each sealed packet will be labeled with your child's name, medicine, dosage, date and time to be given. Prescriptions that are not in pill form (liquids, creams, inhalers, etc), can be dispensed as well. Our system ensures that each camper receives their correct medicine at the correct time. All medicine will be shipped to camp prior to your child's arrival.

Camp families are required to register with *CampMeds* if your child takes pill form meds while at camp.

What you need to do:

1. Register on www.CampMeds.com (you may register prior to obtaining prescriptions)
2. Note the Camper ID # you will receive when registered. Print out receipt at the end registration.
3. **Obtain original prescriptions written for 30 day increments. (Refer to FAQ #11)**
4. **Write Camper ID # on top corner of RX. *Do not send us medication, only written prescriptions.**
5. **Prescriptions are filled as written. It is your responsibility to confirm all prescriptions are written correctly; exactly how and when your child takes the medication (daily or PRN), that the correct med is prescribed and the dosing is correct. (Refer to FAQ #2 and #15).**
6. **If your child attends over 30 days, prescriptions must have a refill. Unused meds are sent home from camp**
7. **For Controlled Substances: If your child is staying longer than 30 days, law requires a new prescription to be written for each 30 day supply. Two separate 30 day Rx's are required for Controlled Substances. No refills and only 30 days worth of meds should be written on the prescription. Send all prescriptions together**
8. **Non-prescription meds/vitamins; physician's authorization or directions written by parent is required.**
9. Include a copy of both sides of your insurance/prescription card.
10. **Mail prescriptions, registration receipt and copy of insurance card directly to:**
CampMeds PO Box 267037, Ft. Lauderdale, FL 33326-7037

Fees: There is a one-time registration fee for the entire summer which will be charged to your credit card immediately upon registration. ****Fees are per camper, not prescription, and do not include the cost of medicine.**

- Fee for campers attending up to 30 days of camp is \$50 including shipping
- Fee for campers attending over 30 days of camp is \$60 including shipping

Deadlines: ALL OF THE ABOVE ITEMS MUST BE RECEIVED 30 DAYS PRIOR TO START DATE

A \$25 late fee **will be charged to your credit card if any of the items above are received after deadlines.**

Please be aware that your credit card will be charged the shipping cost for any med change or if additional meds are ordered and sent to camp after your initial medication and/or refills have been sent.

Email Notification: You are notified by email when *CampMeds* receives your online registration, when your prescriptions are received and when meds are sent to camp. Contact us if you do not receive a confirming email within one week of sending prescriptions.

Insurance/Prescription Meds: The *CampMed's* licensed pharmacy partner accepts most insurance plans. They will verify your insurance upon registration and submit to your plan once camp begins. You are responsible for all co-payments, deductibles and meds not covered by your insurance. ***All of your med charges will appear on your credit card statement from the Pharmacy usually after your child returns home.** You are responsible to notify *CampMeds* of any changes to your credit card and/or insurance plan. If the pharmacy is not a provider for your plan, you will be notified and given the option to contact camp for alternative arrangements.

OTC Items and Meds Not Covered by Insurance: Will be charged to your credit card by the Pharmacy.

Please refer to our website www.CampMeds.com for registration and important details. For questions contact *CampMeds* at 954-577-0025 or info@CampMeds.com. Please review the following FAQ's.

CampMeds FREQUENTLY ASKED QUESTIONS

1. Exactly Which Medications Am I Required To Have *CampMeds* Dispense?
 - **ALL PILLS and Vitamins except the following , dissolvable pills, Accutane, Birth Control Pills**
 - **Most camps will stock drugs such as Tylenol, Advil, Benadryl, etc.- you do not need to have *CampMeds* dispense those items that your camp stocks if they are only taken “as needed”.**
 - **If your camper takes herbal or specialty vitamins, please contact *CampMeds* to determine if they can be packaged.**
2. How Can I Be Sure The Meds Will Be Packaged Exactly The Way My Child Takes Them? **It is your responsibility to check that the written prescription is written correctly. If the med is to be taken daily, the prescription should be written for every day with the time of day, such as morning, with lunch, etc. If the med is to be given at bedtime, the prescription must specify. If a prescription is written as “once a day” with no specific time frame, the med will be packaged for the am. If the med is taken only “as needed” (PRN), the prescription must be written to specify only as needed. We will not send a refill for a med that is written “as needed” (PRN), unless the nurse requests a refill. We will refill all meds prescribed daily for campers at camp over 30 days.**
 - **ALL prescription meds must have an original written prescription.**
 - **Non prescription meds/vitamins must have written directions on a separate paper by a parent or a written physician’s authorization.**
3. Can The Pharmacy Accept My Insurance? **Our affiliated pharmacy is contracted with most insurance plans however, until you submit your registration form with a copy of your insurance card, your plan cannot be verified for billing. We will contact you if the pharmacy is not on your plan. In the rare instance the pharmacy cannot accept your insurance; you may choose to give authorization to charge your credit card for the meds. You will not be required to participate in the *CampMeds* program if your insurance will not pay for medicine dispensed by our pharmacy. ****It is your responsibility to confirm the medication that is prescribed as well as the dosage is covered by your insurance. Any credit card charges from the Pharmacy will appear as a separate charge after your child returns from camp.**
4. I Can Only Refill My Child’s Medicine When He Is Down To His Last Pill. How Can The Pharmacy Send The Meds To Camp So Far In Advance? **Although the meds are sent to camp prior to your child’s arrival, we do not bill your insurance until the day your child begins camp. If that billing date does NOT coincide with your refill date, the Pharmacy will then hold on to the claim form until the appropriate date to resubmit the claim for reimbursement. If your child attends camp longer than 30 days and needs an additional shipment of meds sent to camp, those meds will be billed 30 days after the initial billing went through. When your camper returns home the leftover meds, and finishes any meds left at home, you will fall right back in to your refill cycle! PLEASE NOTE: Since we do not bill your insurance until your child is at camp, you may refill your meds anytime before camp if necessary. Billing will be delayed if you refilled shortly before camp. Med charges will not appear on your credit card until your child returns from camp.**
5. Why Don’t You Dispense Meds For the Exact Days of Camp, Rather Than In 30 Day Increments? **Most insurance plans only reimburse for 30 days of meds per month, and you the insured, usually pay a co pay for each 30 day supply of meds. If we dispense anything less than a 30 day supply, you would have to pay an additional co-pay for the remaining medicine needed for the rest of the month. Also for this reason, we send 2 /30 day supplies of meds to camp, even if your child attends 50 days of camp. If we send a 30 day supply and the following month only a 20 day supply, you will pay another co pay for the remaining 10 days of the month.**
6. **What If I Pay One Co Pay For A 90-Day Supply Of Meds? What if I use a Mail Order Pharmacy?** Usually our pharmacy can only dispense a 30-day supply of meds. Please notify *CampMeds* if you have a 90-day plan or use a Mail Order Pharmacy.
7. Will Non-Prescriptions Cost The Same As I Pay At My Pharmacy? **The Pharmacy is competitive in pricing however, there is no way to know if you will pay a few dollars more, or a few dollars less.**
8. Can A Half Of A Pill Be Packaged? **Yes**
9. My Child Takes A Different Dose Of The Same Medicine Every Other Day. Can It Be Packaged That Way? **Yes**
10. Will The Pharmacy Dispense Generic Or Brand? **Unless the prescription specifies “Brand Only”, “Brand Medically Necessary” or “Do Not Substitute”, the pharmacy will dispense generic. It is your responsibility to confirm the prescription is written correctly.**
11. My Child Attends Camp For More Than 30 Days. Do I Need More Than One Prescription? **Only if your child takes a “controlled substance”, an additional prescription for a 30 day supply of meds is required. It is against the law for a “controlled substance” to be refilled. Please send a separate prescription for every 30 day supply. All other meds can be written with refills. All prescriptions for the child’s camp stay should be received by *CampMeds* at the same time.**
12. How Do I Get My Physician To Prescribe More Than One Month For A Controlled Substance? **Please visit our website at www.CampMeds.com for a detailed letter you may give your physician on controlled substance prescriptions to be dispensed by the *CampMeds* Pharmacy. You may explain that we can accept two separate 30 day prescriptions written for the same date, but they will only be dispensed one month at a time, OR the physician has the option to write both prescriptions each with a different date. For example, if on May 5th your child has a Dr’s appt. and needs a prescription for Concerta 36mg while away at camp for 7 weeks, the physician may write two separate prescriptions for 30 days each, both dated May 5th OR write for May 5th and June 5th.**



Talisman Programs.

Payment Information

PARENT INFORMATION

Name:

Date of birth:

SSN:

Phone:

Current address:

City:

State:

ZIP Code:

EMPLOYMENT INFORMATION

Current employer:

Employer address:

Phone:

E-mail:

Fax:

City:

State:

ZIP Code:

Address:

Phone:

SPOUSE INFORMATION

Name:

Date of birth:

SSN:

Phone:

Current address:

City:

State:

ZIP Code:

SPOUSE EMPLOYMENT INFORMATION

Current employer:

Employer address:

Phone:

E-mail:

Fax:

City:

State:

ZIP Code:

CREDIT CARDS INFORMATION

We accept MasterCard, Visa and Discover cards.

Name on card	Card type	Credit card number	Expiration date
Signature of Sponsor(father/guardian)			Date
Signature of sponsor(mother/guardian)			Date

Base Camp Gear List

ITEM	# REQUIRED/NOTES	DESCRIPTIONS
Sleeping Bag	1	Fiber-fill to 30 degrees/ no down or cotton(needs a stuff sack)
Hiking Boots	1 pair	Fit with wool socks/ break in prior to camp
Tennis Shoes	1 pair	Play shoes as they will get dirty
Sport Sandals with backstrap	1 pair	For water play and showering etc.(like Tevas)
Socks	8 pairs	At least 3 pairs should be WOOL or synthetic
Underwear	10 pairs	
Rain Suit	1	Make sure it is appropriate coverage for heavy rain.
Bathing Suit	2	Girls please only one pieces
T-shirts	8	No inappropriate slogans or pictures
Shorts	8	At least one pair needs to be nylon (quick-drying!)
Pants	2	We suggest nylon hiking pants as they are comfortable and dry easily
Light Jacket	1	
Pajamas or sweat clothes	2 sets	
Laundry Bag	1	
Foot Locker or Rubbermaid box	1	This is a must. Can purchase at Walmart etc. It is important that all clothes brought fit in this.
Twin Sheets, pillow & case	1 set	Send extra set if enuresis is an issue
Book bag	1	For day trips
Towels	2	
Washcloths	2	
Tooth brush with case	1	
Toiletries and Shower bag		Toothpaste, deodorant (non-aerosol), comb or brush, shampoo, soap, etc.
Water bottle	2	Large size-32oz (we suggest Nalgene brand)
Flashlight & Batteries	1	Light weight
Long underwear	1 set (top ,bottom)	Medium weight, synthetic polyester- NO COTTON
Optional		
Disposable Camera	2	
Watch		Waterproof
Writing Materials, Books		
Pictures of Family & Friends		

Please label all clothing and belongings clearly with first and last names with a laundry marker, iron on labels, or EZ Mark. We will send home left over items only if they are clearly marked. All other items will go to Goodwill.

ITEMS NOT ALLOWED: Electronic equipment, alcohol, drugs, cigarettes, gum or weapons of any kind