



Aurora Center for Healing Enrollment Agreement

In consideration of the mutual promises set forth in this Aurora Center for Healing Enrollment Agreement (“Agreement”), Aurora Center for Healing Psychiatric Residential Treatment Facility (“Aurora Center for Healing”), and the Sponsor (defined on the signature page) agree as set forth below. In this Agreement, Aurora Center for Healing and the Sponsor may be referred to as a “Party” and may be collectively referred to as the “Parties.”

1. Sponsor Delegation of Custodial Authority. The Sponsor affirms they are the legal parents or guardians of the Student (defined on the signature page) and that they expressly desire to enroll them in Aurora Center for Healing’s treatment program. The Sponsor agrees to temporarily delegate their parental or guardian powers regarding the care, custody and property of the minor-aged Student to Aurora Center for Healing, as the Student’s true and lawful Attorney-In-Fact, by signing the Power of Attorney included as Exhibit F in the Aurora Center for Healing enrollment packet. The Sponsor acknowledges that the Power of Attorney is only valid during the student’s enrollment with Aurora Center for Healing, according to Nevada Law, and the Sponsor agrees that the Power of Attorney expires on the day of Student’s discharge. Sponsor agrees that enrollment at Aurora Center for Healing is contingent upon the existence of a valid Power of Attorney.

2. Aurora Center for Healing Services. Upon execution of this Agreement by the Parties and admission of the Student, as determined in the sole discretion of Aurora Center for Healing, Aurora Center for Healing agrees to provide the following general services to the Student: room and board, counseling and therapeutic services for the Student and Sponsor, educational and academic services, laundry services, nursing services, selected Student psychological and educational evaluations and assessments, personal Student supervision, supervised use of recreational equipment and facilities, supervised work experience as appropriate and/or necessary, and bookkeeping and clerical assistance with the Student’s home school district or others on an as needed basis according to Aurora Center for Healing’s policies and procedures. (A copy of the

Aurora Center for Healing policies and procedures will be made available to the Sponsor upon request.) Assistance with insurance and/or other agency forms or claim submission may be provided upon agreement by Aurora Center for Healing. Aurora Center for Healing agrees to provide the services to the Student and to operate the facility in compliance with applicable state and federal law.

3. Student Tuition, Program Fees and Enrollment Fees. In consideration for the services provided by Aurora Center for Healing under this Agreement, the Sponsor agrees that they have read, understand, have completed, and have signed the Tuition Agreement which is made part of this Agreement as Exhibit A, and that they agree to make timely payments to Aurora Center for Healing of all program fees and enrollment fees outlined in the Tuition Agreement. Except as otherwise provided in this Agreement (or any Exhibit to this Agreement), Sponsor is financially obligated to pay all enrollment and program fees for the entire treatment period. Sponsor's total program fee obligations under this Agreement will be billed to Sponsor in monthly installments. Aurora Center for Healing charges the full daily tuition rate for both the Admittance Date and Discharge Date. The program and enrollment fees cover only the services provided by Aurora Center for Healing as described in Paragraph 2. Aurora Center for Healing will not release the official transcripts of the Student's academic credits until all amounts due Aurora Center for Healing under this Agreement have been paid in full.

4. Student Account and Non-Covered Expenses. A Student Account will be maintained in accordance with Exhibit A for the benefit of the Student to cover personal expenses and incidental costs and expenses incurred by the Student during their enrollment at Aurora Center for Healing. The Sponsor agrees to maintain a sufficient monetary balance in the Student's Account to cover, and agrees that Sponsor is financially obligated to pay (in addition to all tuition, program, and enrollment fees) all expenses incurred by the Student while in treatment at the Aurora Center for Healing facility that are not covered by the program fees or enrollment fee. The Sponsor understands and agrees that the following expenses, among others, are not covered by the program or enrollment fees: the costs associated with the transportation and escort of the Student to and from Aurora Center for Healing upon admittance, discharge, and any approved home or third-party visits; costs of any property damage and/or personal injuries the Student causes to the person or property of the Aurora Center for Healing facility, the Student (themselves), other students, Aurora Center for Healing employees, contracted professionals, or any visitors or third parties while the Student is in the custody of Aurora Center for Healing or during any abandonment of the program by the Student; costs to locate a Student during an abandonment of the program; Aurora Center for Healing's costs to collect on any delinquent amounts owed by the Sponsor under this Agreement, including but not limited to reasonable attorney's fees and court costs; the Student's personal expenses; medical, dental, and prescription medication

expenses; clothing purchases; hair cuts, escort fees (if applicable); other forms of commercial transportation (including reasonable costs of ground transportation) and staff escorts not associated with standard activities and programs of Aurora Center for Healing; costs assessed by the community or public library for loss or damage of materials or other fees; and costs associated with the replacement of any lost or damaged materials or books checked out to the Student from the Aurora Center for Healing classrooms..

5. Insurance Coverage and Arrangements with Third Parties. This Agreement is between Aurora Center for Healing and Sponsor, and Sponsor is personally responsible for all program fees, enrollment fees, and Student costs incurred during the Student's enrollment at Aurora Center for Healing. If an insurance provider will be covering all or part of the program, enrollment, or other fees, Sponsor shall be solely responsible to determine eligibility and pre-approval for such insurance benefits and to make all arrangements with the insurance provider to cover the costs. This may include Sponsor's need to, among other things, complete pre-certification medical treatment screenings or make billing arrangements with the applicable insurance company. The Sponsor will also be responsible to make arrangements with the Student's school district to transfer all relevant and applicable school records to Aurora Center for Healing for the Student's continuing education. Aurora Center for Healing may provide any of the above services in Aurora Center for Healing's sole discretion upon the request of the Sponsor. Sponsor must make such a request at the time the Student is admitted to Aurora Center for Healing. Aurora Center for Healing will only perform the services after the Sponsor has signed the "Assignment / Release of Insurance Benefits" which is Exhibit K to this Agreement.

6. Student Admittance and Discharge. Except as otherwise provided in this Agreement, the student will be admitted to Aurora Center for Healing commencing on the Admittance Date listed on the signature page and is expected to remain in the Aurora Center for Healing treatment program until the Discharge Date listed on the signature page (the "Contract Period"). In the event the Student attains age eighteen (18) years before completion of the agreed Contract Period, the Student's enrollment will end on their eighteenth (18) birthday..

7. Student May Be Discharged For Any Reason. The Parties agree that Aurora Center for Healing has the right to discharge the Student for whatever reason, as determined in the sole discretion of Aurora Center for Healing, including but not limited to a determination that (a) the Student and/or Sponsor is not responding to treatment, (b) continued placement in the facility is not in the best interest of the Student, the Sponsor and/or Aurora Center for Healing, or (c) the Student and/or Sponsor does not meet admission criteria after the initial assessment.

Except as otherwise provided for in this Agreement, if Aurora Center for Healing determines to discharge the Student, Aurora Center for Healing agrees to notify the Sponsor of such intent at least five (5) days prior to discharge. In the event Aurora Center for Healing recommends early discharge of the Student due to clinical readiness, as determined in the sole discretion of Aurora Center for Healing, their enrollment will end on a date mutually agreed upon by the Sponsor and Aurora Center for Healing.

8. **Emergency Discharge.** Aurora Center for Healing will notify the Sponsor as soon as reasonably possible in the event Aurora Center for Healing determines, in its sole discretion, that an emergency discharge or transfer of the Student is necessary for the Student's own health or safety. The Student may continue enrollment in the Aurora Center for Healing treatment program after the emergency situation has been resolved if, based on the clinical judgment of Aurora Center for Healing, the health or safety of the Student will not be jeopardized by the Student's continued enrollment. At the time Aurora Center for Healing relinquishes physical custody of the Student to the Sponsor or Sponsor's agent during an emergency discharge, the Sponsor will not incur any further Aurora Center for Healing program fees or charges.

9. **Acts of God.** Aurora Center for Healing is not responsible for damage to the Student's person or property resulting from Acts of God. "Acts of God" may include but are not limited to earthquakes, tornados, fires, floods, hurricanes, lightning strikes, power surges or any other accident that is not a result of the gross negligence of Aurora Center for Healing. In the event any Act of God renders the Aurora Center for Healing facility inoperable such that Aurora Center for Healing may not continue to provide adequate care for the Student, Aurora Center for Healing will notify the Sponsor as soon as reasonably possible after the occurrence of the emergency and the Sponsor will arrange for discharge and/or transfer within twenty-four (24) hours of such notification.

10. **Student Abandonment of Aurora Center for Healing Facility.** In the event of the Student's abandonment of Aurora Center for Healing's program, Aurora Center for Healing will contact the Sponsor as soon as reasonably possible. Student discharge will become official after seventy-two (72) hours from the time of the abandonment. The Sponsor may work with the Aurora Center for Healing Clinical Director to determine the possibility of re-admission. The Sponsor remains financially responsible for all fees until the Student's abandonment becomes official.

11. **Voluntary Withdrawal of Student.** The Sponsor may withdraw the Student from Aurora Center for Healing at any time prior to the end of the Contract Period upon

twenty-one (21) days written notice of the intent to withdraw the Student. Should the Sponsor elect to withdraw the Student and the Sponsor fails to provide Aurora Center for Healing the entire twenty-one (21) day notice, Aurora Center for Healing reserves the right to charge program fees for twenty-one (21) days. The Sponsor is not required to provide advanced written notice for an early withdrawal of the Student in cases where the Sponsor's insurance company denies coverage, coverage terminates or benefits are exhausted during the Contract Period. In such cases, Aurora Center for Healing and the Sponsor will arrange a timely discharge of the Student and the Sponsor will only be responsible to pay program fees through the date the Student is discharged.

12. Sponsor Informed Consent and Assumption of the Risks. By signing this Agreement and the Recreational Activity Release of Liability and Express Assumption of Risk Agreement, which is Exhibit E to this Agreement, the Sponsor is acknowledging and representing to Aurora Center for Healing that they fully understand the dangers and risks to the Student associated with third-party custodial care, the services described in Paragraph 2, and the activities (including but not limited to recreational activities) and programs provided by Aurora Center for Healing in connection with its treatment program and that Sponsor agrees to assume any and all such risks. Additionally, by signing this Agreement and Exhibit E, the Sponsor gives informed consent on behalf of the Student to participate in the Aurora Center for Healing treatment program and all recreational activities made available to the Student through the treatment program and acknowledges that Aurora Center for Healing is not designed or staffed to prevent student abandonment and is not liable in any way if the Student abandons Aurora Center for Healing's program. The Sponsor also hereby acknowledges that they have read and understand all areas of the informed consent section of the Sponsor (Parent) Manual and that all information and agreements in that section are by this reference incorporated into this Agreement. The programs and activities in which the Student may participate, may include but are not limited to educational/therapeutic programs, work projects, testing and evaluations (including but not limited to pregnancy, drug and alcohol tests and psychological examinations), training programs, horseback riding, river rafting (Class 3 or lower), swimming, ropes course, rappelling, rock climbing, hiking, contact sports, sledding, camping and other various forms of recreation and athletics. To the extent there is any conflict in the terms between this Agreement and Exhibit E, the terms of Exhibit E will govern.

13. Sponsor Waiver, Release and Indemnity. In consideration of the enrollment of the Student and the services provided by Aurora Center for Healing, the Sponsor individually (and jointly and severally as the case may be), and on behalf of the Sponsor's executors, administrators, heirs, next of kin, representatives, successors and assigns, agrees to: (a) waive, release and discharge Aurora Center for Healing and its successors, assigns, parents, subsidiaries, affiliates, employees, managers, members,

officers, directors, attorneys, agents and other representatives (“Released Parties”) from any and all liability for the death, disability, illness or personal injury of the Student, or damage or theft of the Student’s property, occurring while the Student is enrolled with Aurora Center for Healing or during any period after the Student has abandoned Aurora Center for Healing’s program, whether occurring on or off the Aurora Center for Healing campus, and covenants not to sue any of the Released Parties with regard to the same; and (b) protect, defend, hold harmless and indemnify each of the Released Parties from and against any and all claims, actions, causes of action, proceedings, suits, costs, liabilities, damages, and expenses, whether known or unknown (including but not limited to all direct, special, incidental, exemplary and consequential damages, and losses of any kind and attorneys’ fees) based upon, resulting from and/or relating in any way to the Student’s enrollment with Aurora Center for Healing, including but not limited to any abandonment of Aurora Center for Healing’s program by the Student. In addition to the waiver, release and indemnity above, the Sponsor has fully read, understands, and has signed the Recreational Activity Release of Liability and Express Assumption of Risk Agreement, which is Exhibit E to this Agreement, which provides an additional waiver, release, and indemnity in favor of Aurora Center for Healing.

14. Sponsor Consent to Search, Restrain, and Provide Student Drug Screenings.

Sponsor acknowledges that in the course of enrollment of the Student, and from time to time throughout Student’s enrollment in the treatment program, it may be necessary to restrain the Student, perform searches of the Student’s personal belongings to confiscate contraband, or to administer urinalysis or blood tests for drug screenings of the Student. The Sponsor hereby specifically consents to such activities as deemed necessary in the sole discretion of Aurora Center for Healing.

15. Unauthorized Employee Actions. The Sponsor understands and agrees that Aurora Center for Healing can only be responsible and/or liable for their employees to the degree that the employees operate within the scope of their employment and outlined job responsibilities. This does not relinquish the staff member from their individual liability for damages and/or prosecution for their actions outside of their constituted job duties or realm of employment. The Sponsor also acknowledges and agrees that Aurora Center for Healing’s standard policies and procedures for hiring employees are thorough and satisfactory to provide Aurora Center for Healing adequate and reliable information upon which to make its hiring decisions. The Sponsor therefore agrees to hold harmless and release Aurora Center for Healing and its successors, assigns, parents, subsidiaries, affiliates, members, officers, directors, attorneys, agents and other representatives (other than the employee who acted outside of the scope of their employment) from all liability or damages for any actions of Aurora Center for Healing employees that act outside the training they have received or the scope of their constituted responsibilities or realm of their employment, and the Sponsor hereby

waives any right to claim make any claim against Aurora Center for Healing for negligent hiring of employees.

16. Confidentiality. All information related to the Student's participation in the Aurora Center for Healing program, and all assessments, evaluations, reports, notes, and the like related to the Student are protected by federal HIPAA laws and will be held in strict confidence, provided however, that such information may be disclosed in accordance with applicable laws to Aurora Center for Healing, its employees, and third-party service providers on a need to know basis.

17. Sponsor Has Read, Understood, Completed and Signed Exhibits. The Sponsor understands that each of Exhibit A through Exhibit K accompanying this Agreement and included in the Aurora Center for Healing Enrollment Packet, which the Sponsor signs, is incorporated into this Agreement by reference, as if the complete terms of each such exhibit were drafted into the body of this Agreement. The Sponsor acknowledges to Aurora Center for Healing that they have fully read and understand each exhibit, have fully completed the information required by each applicable exhibit and have signed each applicable exhibit. Although several of the exhibits are only applicable to certain sponsors and students, the following exhibits must be understood, fully completed, and signed for the Student to be admitted to Aurora Center for Healing: Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G, Exhibit H, Exhibit I, Exhibit J, and Exhibit K.

18. Nevada Law Governs this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state and federal courts located in Mineral County, State of Nevada. If any portion hereof is held invalid, the balance shall continue in full legal force and effect. Failure of the Parties to enforce any term or provision of this Agreement shall not constitute or be construed as a waiver of such term or provisions or right to enforce the same. If any provision of the Agreement is construed to be overbroad as written, the remaining provisions shall remain enforceable.

19. Miscellaneous. The Sponsor hereby acknowledges that the Sponsor has read this Agreement and understands and consents to its provisions. This Agreement and all documents (a) referenced herein, (b) accompanying this Agreement or attached hereto as an exhibit, or (c) included as part of the application packet constitute the entire Agreement between the Parties. All obligations of the Sponsor under this Agreement are joint and several, as the case may be. Except as otherwise stated herein, this Agreement cannot be modified except by mutual written agreement of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the _____ day of _____, 20____.

Sponsor Signature (Father/Guardian):

Print Sponsor Name (Father/Guardian):

Sponsor Signature (Mother/Guardian):

Print Sponsor Name (Mother/Guardian):

Print Student Name:

Admittance Date:

Student DOB:

To Be Completed by Aurora Center for Healing Representative

Signature of Authorized Aurora Center for Healing Representative

Print Authorized Aurora Center for Healing Representative Name:

Date:
