



Camp Betsey Cox Assumption of Risk, Indemnification, Release

Many of the activity areas at Camp Betsey Cox entail some degree of risk beyond what campers normally encounter in their lives at school and at home. Camp Betsey Cox attempts to minimize that risk as a matter of course. We take seriously, and comply with the American Camp Association Accreditation Standards. We maintain a low camper staff ratio in camp. Out-of-camp trips where campers may be exposed to non-camp affiliated community members, are supervised by Camp leaders as necessary for that trip. Trip leaders are trained in First Aid and CPR, and all swimming trips include a certified Lifeguard. And while our efforts to anticipate and prevent accidents and illness reduce this risk, the potential for serious injury does exist. Activities such as individual and team sports, large and small group games, and use of the low ropes/challenge course involve potential risk of physical injury. There is risk inherent in swimming and in travel by canoe, kayak, sailboat, and on bicycles and horses, both at camp and in remote settings. Many of our trips involve auto transportation, which carries its own levels of risk. There is some risk in crafts activities, all of which involve working with tools. The farm and horse riding activities involve working with animals - horses, cows, chickens, sheep, pigs, and other farm animals, that also involve some risk.

As a parent of a camper in Camp Betsey Cox's program:

I hereby acknowledge that risk exists in most portions of the camp program, some of which are described above. I authorize my child to participate, in all the activities listed in the printed materials, and in those similar and related games and events and trips that may occur but are not specifically named. I understand that day trips and overnights may be in locations outside cell phone connectivity, although camp cell phones will be carried. In the event of injury or severe illness, we depend on the emergency training of camp staff. I understand that special programs such as rock climbing, and climbing centers, if selected by my child, will be conducted by professional guides under contract with the camp, and may require a separate signed release/waiver for my child's participation.

I understand that, despite safety precautions, Camp Betsey Cox cannot guarantee that my child/ward will not be injured. My child/ward and I are willing to assume these risks. To minimize the risk, I have instructed my child/ward to obey all the rules, regulations and instructions of Camp Betsey Cox. I understand that if I have questions about possible hazards, it is my responsibility to seek additional information from the Camp Betsey Cox staff prior to signing this Form. I understand that camp will be providing meals for my child, and it is my responsibility to provide camp with any food allergy information prior to attending.

Assumption of Risk, Indemnification, Waiver of Liability, Release and Agreement Not to Sue:

In consideration for permitting me/my child/ward to participate in the Camp Betsey Cox program, **I voluntarily agree**, for myself, my heirs, executors, and administrators, to the following:

1. To Assume Full Responsibility for any risks or loss, sickness or disease including, without limitation, COVID-19, personal injury, including death that may be sustained by me/my child/ward, or any loss or damage to property owned by me/my child/ward, as a result of participating in the Camp Betsey Cox program.

2. To Release, Waive, Hold Harmless, Discharge and Agree Not to Sue, Camp Betsey Cox, Inc., the person(s) or entity responsible for administering Camp Betsey Cox, or its employees, agents and staff (hereinafter referred to as "releasees") from any and all liability, claims, actions, demands, expenses, attorneys fees, breach of contract actions, breach of statutory duty, or other duty of care, warranty, strict liability actions, and causes of action whatsoever, that I might now have or may acquire in the future, arising out of or related to any loss, damage, disease, or injury, including death, that may be sustained by my ward/child or to any property belonging to me or my ward/child while



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participating in the Camp Betsey Cox program, including, but not limited to, any claim that the act or omission complained of was caused in whole or in part by the negligence or carelessness of the releasees.

3. I agree that if any portion or provisions of this Agreement is adjudged to be invalid, unenforceable, or overbroad, then the remainder of this Agreement will continue in full force and effect.

4. The laws of the State of Vermont, without regard to conflict-of-laws principles, shall govern all matters arising out of or relating to this agreement (Assumption of Risk, Release, Indemnification)." Any claim or action arising out of or relating to this agreement must be brought exclusively in a court of competent jurisdiction in Rutland County, Vermont, and I voluntarily submit to the jurisdiction of such courts for this purpose.

Parents/guardian signature: _____ **Date:** _____

Parent/Guardian Printed Name: _____

As a **camper participant** in Betsey Cox's program,

I agree to abide by the rules and requirements set forth for the daily program and facilities at camp, as well as any requirements specific to a trip or activity. I understand that my personal safety is partly my own responsibility, and I hereby acknowledge and assume the responsibility for understanding and following the safety procedures for any activities, programs, and trips in which I'm involved. I agree that I will learn and obey all the rules and regulations and will follow all instructions of the Betsey Cox staff.

Camper Signature: _____ **Date:** _____

Please sign and include this form with the health forms.