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Liability Waivers for Campers



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In today's litigious environment, camp directors have made risk management a priority. In addition to taking steps to reduce the risk of campers sustaining an injury, some camps now include liability waivers in their contracts. Liability waivers provide that claims for personal injury sustained while the camper is a child may not assert a claim for personal injury against the camp.

However, in many states, agreements purporting to waive a child's claim for personal injury before an accident occurs are not enforceable. As a court in New York succinctly held: "A minor is not bound by a release executed by his parent." *Alexander v. Kendall Cent. Sch. Dist.*, 221 A.D.2d 898, 899 (4th Dep't 1995). The same is true in New Jersey, where the court invalidated a liability waiver signed by a parent because such waivers could result in a child losing the ability to finance needed care and treatment.

The court explained:

It is necessary to ensure that children retain the ability to seek compensation for an injury. When a parent signs a pre-injury release of liability and the child is later injured, the parent is left to provide for the child's injuries while the negligent party suffers no liability. If a parent is unable to finance the child's injuries, the child may be left with no resources to obtain much needed care or support. ("[T]o allow a parent to release a child's possible future claims for injury caused by negligence may as a practical matter leave the minor in an unacceptably precarious position with no recourse, no parental support, and no method to support himself or care for his injury.

Hojnowski v. Vans Skate Park, 187 N.J. 323, 335 (N.J. 2006).

The New Jersey court noted that this rule of law is applied in "the overwhelming majority of other jurisdictions" and cited cases from Pennsylvania, and Florida which also invalidated such releases.

Although many states will not enforce waivers, some states have upheld them. For example, waivers are valid in California, Ohio and Connecticut. Courts that uphold waivers generally reason that parents have a right to act in the best interests of their children and that waivers result in making recreational activities more available.

Twenty-two states have not ruled on this issue. Thus, the law in many jurisdictions is unsettled.

The bottom line: Do not rely on a waiver to protect your camp from liability unless you have determined that waivers have been held to be enforceable in your state. Even then, the waiver could be invalidated if the camper lives in a state where waivers are not enforced.

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