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## WHAT TO CONSIDER IF YOU RUN NON TRADITIONAL CAMP PROGRAMS THIS SUMMER

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Many camps are exploring alternative programs to the traditional camp summer, including family camp, rental of bunks to individual families, short term sport clinics or tournaments, swim/leisure clubs, off season conferences & retreats, or any other number of creative ways to make use of your facilities and keep connected to your constituents.

The Coronavirus places many burdens on your ability to run a traditional camp, but you still must consider many factors if you decide on non-traditional programs.

### Pre Program

- Make certain you advise our office of what activities and programs you will run this summer if not your regular camp program.
- If you rent out cabins you may be considered a resort and subject to much higher sales taxes than a camp. Check your state tax laws.
- Your registration documents must be clear. COVID-19 should be defined. Explain that COVID-19 exists everywhere, is impossible to keep out of your facility and camp cannot prevent anyone from contracting the virus. Use plain language that is easy to understand. Include that you reserve the right to send participants home for any violation of your rules.
- Consider a specific Covid waiver of liability. Lee Sackett Esq. of the law firm L'Abbate, Balkan, Colavita & Contini LLP of Garden City, NY has written the waiver included at the end of this document.
- During signup participants must confirm they have not tested positive for COVID-19 prior to attendance; they have not had close contact with someone who has tested positive; and they are in good health with no signs of current illness, and have no known compromised health issues that make a person more vulnerable.
- Post social distancing, PPE, handwashing, CDC guidelines and other similar material all over camp.
- Have adequate supplies of masks, gloves, hand sanitizers and other PPE to accommodate your expected number of participants and staff.

### During Program

- Decide whether or not and to what extent you will require testing prior to and during attendance. This will be dictated by your State & Local Departments of Health and the

CDC. Please be sure to stay up to date as the recommendations are constantly being updated.

- What activities will you offer and how exactly will you run them as safely as possible and in compliance with CDC and State/Local regulations?
- Do not allow use of any activity without proper qualified supervision.
- Determine the maximum number of participants at one time, especially if there are different family ‘pods’ at the same time. One family at a time is best.
- Do you need Plexiglas barriers in the dining hall/kitchen, office, health center or other areas, not just for guests but staff as well?
- How often will you sanitize between activities?
- Will your guests want their cabins cleaned or not want anyone else in while they are there? If the latter, you must provide appropriate EPA registered disinfectants for them to use. <https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2-covid-19>
- Obviously social distancing rules must be strictly adhered and the use of PPE when indoors or near others.
- Staff must be properly trained to adhere to your guidelines and to watch out for violations of your policies and advise you immediately of any violations.
- Studies suggest transmission is less likely outdoors. What programs or activities will you do in the event of inclement weather?
- Will you permit staff to leave between sessions? Will you regularly check temperatures?
- Limit the number of outside vendors that come into camp and if they do, be certain they are kept far from staff and participants and that they have proper PPE at all times.
- OSHA considers COVID-19 as a recordable illness, <https://www.osha.gov/memos/2020-05-19/revised-enforcement-guidance-recording-cases-coronavirus-disease-2019-covid-19> and thus employers are responsible for recording cases of COVID-19, if:
  - The case is a confirmed case of COVID-19, as defined by the Centers for Disease Control and Prevention (CDC);<sup>[2]</sup>
  - The case is work-related as defined by 29 CFR § 1904.5;<sup>[3]</sup> and
  - The case involves one or more of the general recording criteria set forth in 29 CFR § 1904.7.<sup>[4]</sup>

#### If There is An Outbreak During Camp

- Have a plan in place.
- Stay up to date on the latest guidelines from the CDC and other regulatory authorities.

This Release/Waiver is for informational and for educational purposes only and is not legal advice. It is not a completed, or fully comprehensive document and may not apply to the reader’s specific situation. Further, the enforceability of liability waivers differ from State to State and at this time, we do not know if, and to what extent, Waivers for COVID-19, may be enforceable. The reader should consult with their own counsel to discuss its specific situation and the use of any waiver and the form of the waiver.

### **COVID-19 WAIVER OF LIABILITY**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization (“WHO”). COVID-19 is reported to be extremely contagious. It is believed that the virus can spread from person-to-person contact, thought to be through respiratory droplets produced when a person infected with the virus coughs or sneezes. It was also reported that the virus can spread by contact with contaminated surfaces and/or through objects. People reportedly

can be infected and show no symptoms and still spread the disease. The exact methods of spread and contraction are unknown, and currently, there is no known treatment, cure or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and/or death.

[Camp Name] is providing a program which provides families the opportunity to stay at [Camp Name], utilize certain facilities and partake in certain activities. [Camp Name] will be providing [Name of Program], including access to the premises and its facilities in a manner consistent with CDC and State health and safety guidelines, which include, but are not limited to, providing enhanced sanitary services and requiring adherence to social distancing requirements. [Camp Name] cannot however prevent you [or your child(ren)] from becoming exposed to, contracting, or spreading COVID-19 while utilizing [Camp Name]'s services or premises and/or partaking in [Name of Program]. It is not possible to prevent against the presence of the disease. If you choose to utilize [Camp Name]'s services and/or enter onto [Name of Camp]'s premises to partake in [Name of Program], you may be exposing yourself and/or your child[ren] to COVID-19 and/or increasing your and/or your child[ren]'s risk of contracting or spreading COVID-19.

I represent that I and my participating child[ren], a) have not tested positive for COVID-19 and/or have not had a suspected or diagnosed case of COVID-19 within the past 30 days, and; b) am free of any symptoms which have been identified by the WHO and CDC as suggestive of having COVID-19. I acknowledge that I am responsible for adhering to CDC and State recommendations regarding social distancing while at [Camp Name] for [Name of Program], as well as any rules, regulations and directives implemented by [Name of Camp] for [Name of Program].

**ASSUMPTION OF RISK:** I have read the above and understand the risks concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my participating child[ren] in order to utilize [Camp Name]'s services as part of the [Name of Program].

**WAIVER OF LIABILITY/INDEMNIFICATION:** The undersigned, on his/her behalf and on behalf of such participating children, hereby releases, waives, discharges and covenants not to sue [Name of Camp], and its owners, directors, shareholders, employees, staff and/or related entities (the "Indemnified Parties") in connection with exposure, infection and/or spread of COVID-19 arising from, or related to utilizing [Camp Name]'s services and premises in conjunction with [Name of Program].

The undersigned, on his/her behalf and on behalf of such participating children, further agree(s) to indemnify and hold harmless the Indemnified Parties from any loss, liability, damages or costs the Indemnified Parties may incur, whether caused by negligence, active or passive, or otherwise, in connection with the undersigned's and/or any participating child[ren]'s use of the Indemnified Parties' services and premises for the [Name of Program].

**CHOICE OF LAW:** I understand and agree that the law of the State of \_\_\_\_\_ will apply to this Waiver.

I HAVE CAREFULLY READ, FULLY UNDERSTAND AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT CONCERNING COVID-19 AND [Name of Program].

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (printed): \_\_\_\_\_

I am the parent/legal guardian of \_\_\_\_\_ (List Minor's name(s)). I have the legal right to consent to this Waiver and hereby do consent to the terms and conditions of this Waiver on my behalf and on behalf of my child[ren].

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (printed): \_\_\_\_\_