



# TRUSTEES SUMMER CAMPS 2021

## WAIVER, RELEASE

UPDATED 6/7/21

WE ARE COMMITTED TO FOLLOWING STATE AND LOCAL GUIDELINES AND RESERVE THE RIGHT TO ISSUE AN UPDATED WAIVER & RELEASE AT ANY TIME FOR YOU TO SIGN AS A CONDITION OF YOUR CHILD'S PARTICIPATION.

### THIS IS A RELEASE OF YOUR RIGHTS, READ CAREFULLY AND UNDERSTAND BEFORE SIGNING

I hereby certify that I am the adult parent/legal guardian of a minor child and consent to my child's participation in The Trustees' summer camp, including any transportation associated with participation in the camp (the "Camp"). In return for The Trustees permitting my child to participate in the Camp, I agree to the following:

**BEHAVIOR POLICY:** I understand that The Trustees strives to create a safe, fun, and supportive Camp environment. Campers are introduced to the basic rules of behavior at Camp on the first day of each session stressing the importance of treating other campers and staff with respect. I understand that if my child is unable to follow Camp rules and/or jeopardizes their own health or safety or that of others, the Camp may remove my child from Camp activities and contact me to pick up my child immediately. Should such a situation arise, I agree to work together with the Camp and my child as appropriate to address any such behavior issues. I further understand that if such issues cannot be resolved, the Camp reserves the right to remove my child from the remainder of the Camp session without a refund, partial or otherwise.

**COVID-19 RELATED POLICY AS OF 6/7/21:** By signing this waiver and release, I agree to comply and to instruct my child to comply with the following COVID-19 related policies and any additional COVID-19 policies instituted by The Trustees in connection with my child's participation in the Camp. Further, I acknowledge and agree that The Trustees are not responsible in the event my child, my family or I contract COVID-19.

- Families are required to follow [Massachusetts travel requirements](#) as applicable at the time of their week of camp.
- Parents/guardians of campers with underlying health conditions must consult with their child's doctor before Camp about the decision for the child to attend Camp.
- Parents/guardians must commit to their children's ability to comply with all social distancing, masking, and health protocols as established by Trustees camps before sending them to Camp. The Camp reserves the right to suspend a camper or cancel a Camp group if social distancing or proper hygiene (including mask wearing, handwashing, coughing, nose blowing, etc.) is not possible.
- Parents are required to monitor their campers and any household members or other close contacts for symptoms of COVID-19 or other communicable diseases each day. Campers may not attend camp and the illness must be reported if any one of these symptoms are present within the previous 24 hours (without prior written confirmation from a doctor about alternate reasons for such symptoms):
  - Fever 100.4 degrees or greater
  - Chills
  - Cough
  - Shortness of breath or difficulty breathing
  - Fatigue
  - Muscle or body aches

- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

- Campers may not attend camp if they, anyone in their household, or anyone with whom they have been in close contact exhibits any symptoms of COVID-19 or tests positive for COVID-19 within 14 days before the start of the session or at any time during the session.
- While The Trustees will follow government recommendations and requirements related to COVID-19 safety to the best of its ability, The Trustees is not able to guarantee the health and safety of your child or family.

**2021 PARENT HANDBOOK & REFUND POLICY:** I certify that I have read and agree to all of the terms and protocols in the 2021 Parent Handbook updated on 6/7/21 and the 2021 Trustees Camps Refund Policy.

**PHYSICAL AND IMMUNIZATION RECORDS:** I agree to provide The Trustees with documentation of **physical examination** and **immunization** in accordance with Massachusetts Department of Public Health requirements for recreational camps at least two weeks prior to the start of the Camp session. I understand that failure to do so will result in my child not being able to attend Camp.

**EMERGENCY MEDICAL CARE AUTHORIZATION:** I authorize Trustees staff and adult volunteers who are trained in first aid/CPR to give my child first aid and/or CPR if needed. In the event of a medical emergency, if the child's parent(s)/legal guardian(s) listed above cannot be reached, I hereby grant Trustees staff and adult volunteers the authority to arrange for transport of my child to the nearest medical care facility and to authorize and consent to emergency medical treatment for my child. I agree to assume financial responsibility for all expenses of that transport and treatment.

**ASSUMPTION OF RISK:** I understand and acknowledge that it is my responsibility to ensure that my child participates only in those Camp activities in which they are medically and physically able to participate. I understand and acknowledge that participation in the Camp and Camp activities carries with it certain inherent and other risks that can cause or lead to property damage, injury, illness, mental or emotional trauma, paralysis, disability or death. For myself and for and on behalf of my child, I knowingly, willingly and voluntarily assume and accept full responsibility for the inherent and other risks (both known and unknown) surrounding my child's participation in the Camp and Camp activities (including the risk of injury or harm to my child) and for any injury, death, damage or other loss my child or I may suffer resulting from those risks or from my or my child's negligence or other misconduct. I understand that The Trustees will not have any responsibility to pay for medical treatment or related costs if my child is injured.

**WAIVER AND RELEASE OF LIABILITY:** For myself and for and on behalf of my child named above, I hereby release and agree to indemnify and forever hold harmless The Trustees of Reservations and its officers, directors, trustees, employees, representatives, agents, independent contractors and volunteers, including the organizers and sponsors of the Camp and any person transporting my child in connection with Camp activities, (collectively, "The Trustees") from and against any and all claims, causes of action, damages, liabilities, losses, costs and expenses of every name and nature whatsoever, whenever occurring (including those resulting from The Trustees' negligence but not from their gross negligence or willful misconduct) for any injury, death, damage or other loss to person or property arising from or in any way connected with my child's participation in the Camp or any associated authorization for emergency medical treatment signed by a parent/legal guardian of the child. I intend this waiver and release of liability to be effective and binding upon me, my child and our respective family members, heirs, personal representatives and assigns.

**MEDIA RELEASE:** I hereby give permission to The Trustees to use, display, publish, distribute, exhibit or broadcast photographs, video and/or digital recordings of my or my child’s name, image, likeness or voice (“Attributes”) in any editorial and/or promotional material produced and/or published by The Trustees in any form of printed media (such as annual reports and newsletters) or electronic media (for example, The Trustees websites, YouTube channels, and social media, such as Facebook, Instagram, and Twitter). **I release The Trustees and its officers, directors, trustees, employees, representatives, agents, independent contractors and volunteers from and against any and all claims, causes of action, damages, liabilities, losses, costs and expenses arising out of or related to the use, display, publication, distribution, exhibition or broadcasting of my or my child’s Attributes as described above.** I waive any right to inspect or approve the finished product in which my or my child’s Attributes appear, or any copy that may be used in connection with it, now or in the future. I waive any right to royalties or other compensation arising from, or related to, the use of any of my or my child’s Attributes. I intend this media release to be effective and binding upon me, my child and our respective family members, heirs, personal representatives and assigns.

**I acknowledge that I must notify the Camp Director in writing before the start of Camp if I want to revoke this media release.**

**NO ALTERATION, GOVERNING LAW, SEVERABILITY:** I agree that this waiver and release will be governed by the laws of the Commonwealth of Massachusetts without giving effect to conflict of law principles. I further agree that this waiver and release is intended to be as broad and inclusive as permitted by law, and that if any portion is held invalid the remaining portions will continue to have full legal force and effect.

**PARTICIPATION AND EXECUTION:** I certify that I am age 18 or older and am the parent/legal guardian of the child named above. I am voluntarily enrolling my child in the Camp. **I am signing this waiver and release freely and voluntarily, have carefully read it, fully understand its terms and realize that by signing I am giving up substantial rights, including my right to sue for myself and my child.**

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian Printed Name