

Acknowledgement of Camper Responsibility, Express Assumption of Risk, and Waiver of Liability for TradMaD Camp

Name of Adult Camper: _____

TradMaD Camp is run under the auspices of the Folk Music Society of NY, Inc and any references to TradMaD camp or TradMaD in this document also refers to the Folk Music Society of NY, Inc. TradMaD Camp and the Folk Music Society of NY, Inc, (hereinafter collectively “TradMaD”) believes that camp should be a safe, fun and educational experience for all. With those values in mind, TradMaD is asking all campers to sign the following waiver. The waiver is intended to protect, and not to limit, the culture of community created at camp programs over many generations. To ensure that you understand and accept the risks of participation in TradMaD programs, you must indicate your understanding and agreement by signing on the appropriate lines below.

BEHAVIOR EXPECTATION AGREEMENT

In consideration of my acceptance as a participant at Camp, and for the services and amenities to be provided by TradMaD in connection with the Camp, I confirm my understanding that:

- I am responsible for my own behavior toward others at Camp. TradMaD is not responsible if I negligently or intentionally injure another person(s) during or in relation to Camp.
- TradMaD does not provide alcohol, but campers of legal age are permitted to bring alcohol to Camp for responsible and appropriate consumption. I understand that I am solely responsible for my own actions as the result of my alcohol consumption and that consumption of alcohol by any child or person under the legal drinking age is strictly prohibited. I may be personally liable if I provide alcohol to a legal minor directly or negligently.
- No firearms of any kind are allowed at Camp.
- TradMaD strictly forbids the possession or use of illegal substances and unprescribed prescription drugs at Camp. I am solely responsible for my actions and bear sole liability for any such possession or use. I understand that I may be personally liable if I provide the same to any other person directly or negligently
- If I choose to swim or boat, it is at my own risk, whether or not there is lifeguard on duty. TradMaD is not responsible for any injury I might sustain, including death, if I choose to swim or boat.
- If I engage in behavior that violates this Behavior Expectation Agreement or is disruptive to the Camp community, I understand that TradMaD reserves the right to dismiss me from Camp, without refund of fees paid.

RELEASE AGREEMENT

I affirm that my participation in TradMaD is entirely voluntary. I understand that participation in TradMaD programs involves a risk of injury due to certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries, and that these risks are above and beyond the control of the Folk Music Society of NY, Inc and TradMaD, including its current and former officers, directors, employees, agents, leaders, affiliates, volunteers, representatives, agents, attorneys, successors, and assigns, (hereby “Released Parties”). The specific risks vary from minor injuries such as scratches, bruises, and sprains, to exposure to reckless conduct of other persons, including campers, volunteers and visitors, natural disasters, pandemics, including but not limited to COVID-19, to catastrophic injuries, including death. I understand that if I have questions about possible hazards, it is my responsibility to seek additional information from TradMaD program staff prior to signing this Agreement. I also understand that, despite safety precautions, TradMaD cannot guarantee that I will not be injured. I agree to assume these risks. I understand that the best way to make sure that I remain safe and avoid injury is to follow the rules, regulations, and instructions of the staff of TradMaD. I agree that I will learn and adhere to all the rules and regulations and will follow all instructions of the staff of TradMaD.

ASSUMPTION OF RISK, WAIVER OF LIABILITY & AGREEMENT NOT TO SUE

In consideration for my participation at TradMaD, I voluntarily agree, for myself, my heirs, executors, and administrators, to the following:

1. TO THE TERMS OF THE AGREEMENT AND RELEASE STATED ABOVE.
2. TO ASSUME FULL RESPONSIBILITY FOR ANY RISKS OR LOSS, OR PERSONAL INJURY, that may be sustained by me and/or any loss or damage to property owned by me, as a result of or related to attending, and/or travelling to or from, TradMaD.
3. TO RELEASE, WAIVE, HOLD HARMLESS, DISCHARGE, & AGREE NOT TO SUE the Released Parties named above, from any and all liability, claims, actions, demands, expenses, attorney’s fees, breach of contract actions, breach of statutory duty, and/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, more fully described above, arising out of or related to any loss,

damage, and/or injury, including death, that may be sustained by me, or to any property belonging to me, while traveling to or from, and/or attending TradMaD.

4. THAT THIS RELEASE IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY LAW. If any term of this release is held by a court of competent jurisdiction to be invalid or unenforceable, then this Release, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.
5. THAT THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED in accordance with the laws of the Commonwealth of Massachusetts. I agree that the parties will use reasonable efforts in good faith to discuss and attempt to resolve any dispute arising under this Agreement, Release, and Waiver of all Claims as soon as practicable and without the necessity of any formal proceeding. I agree that if the parties fail to resolve the dispute within a reasonable time, either party may request in writing that the parties enter into mediation. I agree that all negotiations will be conducted in strict confidence and without prejudice to the rights of the parties in any future legal proceedings.

MEDICAL ATTESTATION

I certify, to the best of my knowledge, that I do not have any contagious or communicable disease or condition. I understand that TradMaD is not responsible for illness due to previous injuries, poor health conditions, or illness incidental to attending camp. To the best of my knowledge, I am in good physical condition and fully able to participate in this Camp. COVID-19 Furthermore, by signing below I understand, affirm, and agree to the following:

- I will show proof upon request of TradMaD that I am fully vaccinated against COVID-19, including a booster shot, if applicable. To be fully vaccinated I must have received two doses of a Pfizer-BioNTech, Moderna, or AstraZeneca COVID-19 vaccine, plus a booster shot, if applicable, or one dose of the Johnson & Johnson COVID-19 vaccine, plus a booster shot, if applicable. • I agree to comply with all TradMaD-required practices related to COVID-19.
- I will follow any and all local, state and federal requirements or advisories, including CDC guidance, for preventing the spread of COVID-19. These guidelines include (but are not limited to) quarantining if I have been exposed to someone with COVID-19 and isolating if I have tested positive for COVID-19 or have symptoms of COVID-19.
- If I experience any symptoms of illness or have been around others that are ill, I will refrain from participating in Camp activities for the time period recommended by the CDC or other applicable authorities for self-quarantine and/or as instructed by the staff of TradMaD.
- When I participate in Camp each day, it is because to the best of my knowledge I am healthy and symptom-free with no known exposure to COVID-19, and that the same is true for everyone in my household.
- In the event that I, or one of my housemates, contracts COVID-19 within 2 weeks of attending TradMaD programs, I hereby grant authority to the staff of TradMaD to inform parties identified as necessary by the relevant government authority of required information (including my identity), and to notify TradMaD program participants, third-party program providers, third-party service providers, and staff (in which event the staff of TradMaD will not disclose my name to the community but will instead make best efforts to maintain confidentiality), and I will work with the staff of TradMaD toward that end.
- I understand the COVID-19 situation is fluid and subject to change per federal, state, or local authorities and guidance, as well as TradMaD program needs.
- I understand failure to follow TradMaD’s COVID-19 safety guidelines may result in my immediate termination from Camp.

ADULT CAMPERS:

By signing below, I acknowledge that I have read, understand and agree to the terms outlined above, and that I fully understand the risks associated with participation at TradMaD programs, and the consequences of signing this Agreement/Waiver knowingly, freely and willingly. I have reviewed and agree to the terms of the Behavior Expectation Agreement above. I voluntarily agree to waive, discharge, release from liability and covenant not to sue the released parties. [If signing electronically]: I understand that my e-signature, below, is binding and shall be considered to be the same as my handwritten signature for the purposes of legal validity, enforceability, and admissibility.

Name _____

Signature _____ Date _____

**IF YOU ARE A PARENT/LEGAL GUARDIAN FOR A MINOR CAMPER, CONTINUE TO NEXT PAGE
IF NOT, YOUR WAIVER ENDS HERE**

MINOR CAMPERS

ATTENDING WITH PARENT OR LEGAL GUARDIAN:

By signing below, I certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks associated with participation at TradMaD, and the consequences of signing this Agreement/Waiver knowingly, freely, and willingly. I have reviewed and agree to the terms of the Behavior Expectation Agreement above on behalf of my minor child/ward. I voluntarily agree to waive, discharge, release from liability and covenant not to sue the released parties. [If signing electronically]: I understand that my e-signature, below, is binding and shall be the same as my handwritten signature for the purposes of legal validity, enforceability, and admissibility.

Name of Minor Camper _____ Date of Birth _____

My Name _____

Signature _____ Date _____

MINOR CAMPERS WITH NON-ATTENDING PARENT/LEGAL GUARDIAN:

By signing below, I certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks associated with participation at TradMaD, and the consequences of signing this Agreement/Waiver knowingly, freely and willingly. I have reviewed and agree to the terms of the Behavior Expectation Agreement above on behalf of my minor child/ward. I voluntarily agree to waive, discharge, release from liability and covenant not to sue the released parties.

In addition, because I will not be present at camp, _____ [name of at-camp guardian (over age 24)] is assigned by me to oversee my child at camp and has my permission to authorize emergency medical treatment if necessary.

[If signing electronically]: I understand that my e-signature, below, is binding and shall be considered to be the same as my handwritten signature for the purpose of legal validity, enforceability, and admissibility.

Name of Minor Camper _____ Date of Birth _____

My Name _____

Signature _____ Date _____

I accept full responsibility for the above-named child while attending this TradMaD. I have read and agree to the above and waive all claims, demands, causes of actions, and suits for personal injury, property damage, and other liability which may occur to this child while at TradMaD.

At-camp Guardian:

Name _____ Date of Birth of at-camp guardian _____

Signature _____ Date _____