

**Acknowledgement of Camper Responsibility, Express Assumption of Risk and Waiver of Liability for TradMaD Camp run by the Folk Music Society of NY, Inc. (hereinafter FMSNY)**

Name of adult camper \_\_\_\_\_

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**FMSNY believes that camp should be a safe, fun and educational experience for all. With those values in mind, FMSNY 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 programs at Pinewoods Camp over many generations.**

The novel coronavirus (“COVID-19”) has been designated by the World Health Organization (“WHO”) as a global pandemic. COVID-19 is a new virus, accordingly scientific and medical knowledge regarding the virus is continuing to evolve and develop. COVID-19 has been determined to be a highly contagious illness and mainly spread through person-to-person contact, there are also risks associated with airborne spread and touching surfaces. The virus may cause serious illness and even death in those who contract it. Adults over 65 and persons with designated underlying health conditions are at higher risk for serious illness and/or death from COVID-19. There is currently no cure for the virus.

Moreover, the CDC has designated certain activities including close contact sports, such as dancing, and singing as higher risk activities for the spread of COVID-19.

COVID-19 continues to be present in Massachusetts and Michigan at this time and there is community spread of the virus. The US Federal Drug Administration (FDA) has granted emergency use authorization for the Moderna COVID-19 Vaccine, Pfizer-BioNTech COVID-19 Vaccine and the Johnson & Johnson COVID-19 Vaccine and Health Canada has approved those and the AstraZeneca/COVISHIELD COVID-19 vaccine. While these vaccines are believed to be highly effective, they do not eliminate all risk of COVID-19.

While FMSNY requires all participants attest to having received an above-named vaccine and being fully vaccinated (defined as two weeks after receiving a second dose of the Moderna, Pfizer, or AstraZeneca vaccine or two weeks after the single-dose Johnson & Johnson vaccine), FMSNY cannot guarantee that COVID-19 will not be present or that you will not be exposed to, contract, or spread COVID-19.

The CAMP will provide handwashing stations and hand sanitizer throughout the camp, but it is an individual’s responsibility to ensure they are engaging in proper hand hygiene. Because FMSNY is only admitting those who are fully vaccinated, based on current CDC and state guidelines, FMSNY and the Camp will not require campers to wear masks while participating in camp activities. However, campers wishing to wear masks are permitted to do so.

By signing below, I am acknowledging the risks stated above and am assuming such risks voluntarily, including the risk of serious illness, debilitating injury, or death to myself or my family. I further acknowledge that I understand the risk of exposure, contracting, or spreading COVID-19 may result from the acts, omissions, negligence of myself and others, including but not limited to FMSNY employees, agents, representative, volunteers, other participants and their families, and/or other individuals who may be present at the facilities or in attendance at the activity.

In addition, I understand that during my participation at this FMSNY program, I may be exposed to a variety of additional hazards and risks which are inherent to Camp activities and cannot be eliminated without destroying the unique character of the Camp. These inherent risks include dangers of personal injury and property damage through natural causes or the actions of other persons, as a result of negligence or otherwise. I appreciate that I may have to exercise extra care for my own person and for

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others around me. I further understand that while there is medical staff on site at this Camp, neither FMSNY nor the Camp can guarantee my physical safety. To the best of my knowledge, I am in good physical condition and fully able to participate in this Camp. **I hereby elect to participate in this Camp, knowing the potential risks.**

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

- I am responsible for my own behaviors toward others at Camp. FMSNY is not responsible if I negligently or intentionally injure another person(s) during or in relation to Camp.
- FMSNY is not responsible if I am injured during Camp or in relation to a FMSNY event.
- FMSNY 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.**
- FMSNY 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, particularly should I decide to swim at any time there is no lifeguard on duty. FMSNY is not responsible for any injury I might sustain, including death, if I choose to swim or boat.
- If I bring a minor child to Camp, I understand that I bear sole responsibility for the safety, care and behavior of any such minor. This includes any time I choose to leave such minor unattended in a cabin during a dance or other Campevent.
- If I engage in behavior that is disruptive to the Camp community, I understand that FMSNY reserves the right to dismiss me from Camp, without refund of fees paid.

**This Agreement** is intended to be as broad and inclusive as is permitted by law. If any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder shall remain valid and fully enforceable.

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In signing below, I attest that I am fully vaccinated in relation to COVID-19. Specifically, I received the

(circle) **Moderna**      **Pfizer-BioNTech**      **Johnson & Johnson**      **AstraZeneca/COVISHIELD**  
vaccine on:

Date(s) \_\_\_\_\_ and \_\_\_\_\_ NOTE:

FMSNY reserves the right to request documentation of such vaccination. FMSNY further reserves the right to require a camper(s) to immediately vacate the premise upon finding out they falsely attested to this information.

I further agree that while at camp, should I develop any COVID-19 (currently described as, but not limited to, fever or 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, and/or diarrhea) I will remain in my assigned cabin and notify Camp medical staff. I agree that if Camp medical staff directs me to quarantine either in assigned bunk or elsewhere on site, I will do so or will leave the Camp. Moreover, if Camp medical staff instruct me to leave, I agree to do so. Moreover, I agree to notify Camp medical staff should I learn that I have COVID-19 within 14 days of leaving Camp.

I further agree that should I develop COVID-19 symptoms within 14 days after leaving Camp or that I in fact have COVID-19 within 14 days after leaving Camp, I will contact **FMSNY at [tradmadcamp@gmail.org](mailto:tradmadcamp@gmail.org)** to notify them of such potential exposure while I was at the camp. FMSNY staff will contact local public health authorities upon learning such information to determine if there is any contact tracing or camper notifications that should be undertaken.

To the fullest extent allowed by law, by signing below and in consideration for the opportunity of myself to participate in this program, I voluntarily agree to WAIVE, DISCHARGE, RELEASE FROM LIABILITY AND COVENANT NOT TO SUE the FOLK MUSIC SOCIETY OF NY, INC or TRADMAD CAMP, their officers, directors, employees, volunteers, agents, and leaders from any and all liability on account of, or in any way resulting from injuries, illness including COVID-19 and exposure to same, and damages in any way connected with this Camp. I understand and agree this release includes any claims based on acts, omissions, or negligence of the FOLK MUSIC SOCIETY OF NY, INC, or TRADMAD CAMP, their officers, directors, employees, volunteers, agents, and leaders. I further agree by signing below and in consideration for the opportunity of myself to participate in this program, to HOLD HARMLESS the FOLK MUSIC SOCIETY OF NY, INC and TRADMAD CAMP, their officers, directors, employees, volunteers, agents, and leaders from any claims, damages, injuries, illness including COVID-19, or losses caused by my own acts and omissions, including but not limited to negligence while a participant at Camp. I further agree by signing below and in consideration for the opportunity of myself to participate in this program, to RELEASE, DISCHARGE, AND HOLD HARMLESS the FOLK MUSIC SOCIETY OF NY, INC and TRADMAD CAMP, their officers, directors, employees, volunteers, agents, and leaders from liability, claims, causes of action, or demands, including attorney fees, fines, fees or other costs (e.g. medical costs) arising out of any exposures to illness or injury from COVID-19. I understand that this assumption of risk and release is binding upon my heirs, executors, administrators and assigns, and includes any minors accompanying me to the Camp.

Location *Pinewoods Camp, Plymouth, MA*

Start date of camp: August 28, 2021

My name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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