

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)

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 Pinewoods over many generations.

Therefore, I understand that during my participation at this FMSNY program, I may be exposed to a variety of hazards and risks that 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 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 (21 in MA) 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 (defined as anyone under 18 years old) to the Camp, I understand that I bear sole responsibility for the safety, care and behavior of such minor. This includes any time I choose to leave such minor unattended. I also understand that FMSNY provides no special programs or accommodations for minors.
- 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.

In order to maintain a physically and emotionally safe camp environment and foster the fun-loving nature of the TradMaD community, it is imperative that all members of our community treat one another with mutual respect and kindness. To that end, TradMaD Camp has adopted the Pinewoods Camp General Behavior Policy. All TradMaD Camp participants (campers and staff) must adhere to this policy. Violations will be handled on a case-by-case basis by the Directors and/or the PCI Executive Director.

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.

To the fullest extent allowed by law, I agree to WAIVE, DISCHARGE, RELEASE FROM LIABILITY AND COVENANT NOT TO SUE FMSNY, its officers, directors, employees, agents, and leaders from any and all liability on account of, or in any way resulting from injuries and damages in any way connected with this Camp. I further agree to HOLD HARMLESS FMSNY, its officers, directors, employees, agents, and leaders from any claims, damages, injuries or losses caused by my own acts and omissions, including but not limited to negligence while a participant at Camp. 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.

Name and Birth Date of Adult Camper (Please Print)

Signature

Date