



NACUA NOTES

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TOPIC:

MANAGING CAMP LIABILITY

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INTRODUCTION:

Colleges and universities commonly host camps for youth, especially during the summer months. Campers enjoy rich experiences in sports, academics, and more. Camps may serve youth who have special academic talents, intellectual disabilities, or life-threatening diseases. Camps come in innumerable varieties and provide enrichment to vast numbers of youth. While camps provide important benefits, they also create institutional risk.

From an organizational perspective, a college may run its own camps – the Oakleaf College Soccer Camp – or lease its facilities to an outside group – Whiz Computer Camp, held at Oakleaf College. Both camps may even occur simultaneously. Different risk management techniques apply to camps directly run by the institution and those that lease facilities.

This Note will focus on camp policies, operating practices, and forms and agreements. Part I examines key operational controls for institutionally-sponsored camps. Part II addresses forms and agreements most relevant to institutionally-sponsored camps. Part III offers suggestions for agreements with outside groups that lease campus facilities for youth camps.^[2]

DISCUSSION:

A. Part I: Operational Controls for Institutionally-Sponsored Camps to Limit Risk and Liability

The primary goal of any camp is to provide a safe and enriching experience for campers. In running a camp, an institution should take reasonable precautions to limit foreseeable harm. We offer some suggestions on issues that institutions may face in running their own camps. This section is not a complete guide to operating a camp but rather an overview of selected areas with an immediate relationship to risk and liability. Note that at many public institutions, statutory immunity and shields may eliminate or reduce exposure for certain tort claims.

If an institution has adopted a comprehensive youth protection program, camp operational controls should fit within that larger framework. A typical comprehensive program includes, among other elements, a policy on minors, a requirement that programs register in advance, and directives for staff selection, training, and behavior. In the absence of an overarching youth protection program, an institution may wish to set common expectations for all its camp directors and staff, so that the soccer camp, music camp, and robotics camp manage their fundamental operations in similar ways.

1. Selecting Camp Staff

Staff at institutionally-sponsored camps fall into the general categories of employee, contractor, or volunteer. Some staff have a short-term role such as counselor or camp assistant. When camp ends, the institutional relationship also ends. Other camp personnel, such as the soccer coach or engineering professor, have an ongoing employment relationship. Their camp responsibilities may be secondary to their primary duties during the academic year. An institution might consider the degree to which it wishes to align its personnel practices for the staff and volunteers at institutionally-run camps. All share the fundamental responsibility of interacting with minors on behalf of the institution.

In selecting camp staff, the American Camp Association recommends that each individual have two references, undergo a personal interview, and be at least two years older than the minors whom they supervise.^[3] For camp staff who are current students or recent graduates, the most useful references may come from professors and administrators.^[4] The U.S. Department of Justice has noted that in-person selection processes are at least as valuable in protecting children as criminal background checks.^[5]

Given that background checks can provide important information, an institution must decide which camp staff, if any, must undergo a check. State law may provide an answer, for example mandating background checks for anyone having contact with a minor.^[6]

If state law provides no definitive answer, different institutions within the same state may reach different conclusions. The American Camp Association (“ACA”) recommends annual criminal background checks, including annual checks of the Department of Justice’s online National Sex Offender Registry Database.^[7] Some colleges and universities have instead adopted a tiered approach, requiring the most rigorous background screening for individuals who may, for example, be one-on-one with a minor or have access to campers’ sleeping rooms. If an individual might, for example, ever exercise “care, custody, and control” over a minor, a background check could be required. This might exclude the university cook who, for one hour

each summer, grills hamburgers outside for a camp picnic. Consider, too, the 100 volunteers who arrive on the morning of the Special Olympics program. If those volunteers would never be alone with a minor during the one-day event, the institution might decide it is more appropriate to have each volunteer complete a simple registration form and show a government-issued identification. Staff might then run each person's name through the Sex Offender Registry Database, which is quick, easy, and free to use.

Employees of institutionally-sponsored camps are employees of the institution. Under the legal doctrine of *respondeat superior*, an employer may bear liability for an employee's actions or omissions that take place within the scope of employment. If a camp director, for example, drives campers as part of her duties and causes an accident, the institution may bear responsibility for the resulting injuries to passengers.

Due care in personnel selection is important to promoting a safe and a positive experience for participants, as well as to maintaining the institution's reputation and limiting its liability.

2. Training and Supervising Camp Staff

Routine adult activities may not translate well to a camp setting. Roughhousing, giving gifts, and posting photos on social media may be fine in private life but inappropriate at camp. The distinctions between private and professional settings are not necessarily self-evident.

Institutions typically establish behavioral expectations for their camp staff. Staff need to understand how to exercise good judgment as leaders. A college student working with a group of young adolescents may start to behave as "one of the gang." A counselor who, instead of observing a children's game from the sidelines, directly participates in it may focus unduly on the game and lose sight of its risks. Training and supervision can help reinforce leadership responsibilities for camp staff.[\[8\]](#)

A central component of camp policy is often a prohibition, or limitation, on being alone with a minor. This is sometimes called "the rule of three." A staff member needing to enter a child's sleeping room should, for example, bring a second adult if feasible. Individual tutoring can be conducted in a library or other open, public setting. If one-on-one interaction is unavoidable, such as for private music lessons or individual counseling, the institution might add extra protections. Options include advance notice to the camp supervisor, unannounced inspections, added supervision, and special documentation. Advance notice to parents about one-on-one interactions may also be prudent.

Consider providing training to staff and volunteers who are involved in institutionally-sponsored camps.[\[9\]](#) Training topics might include:

- Following established behavioral standards[\[10\]](#)
- Exercising good judgment and leadership
- Providing age-appropriate youth programming
- Spotting signs of harassment, abuse, or neglect and reporting problems
- Identifying and addressing bullying and other misbehavior
- Using social media and taking photos and videos
- Communicating with parents and guardians
- Handling emergency situations

Training on camp emergency plans might cover, among other topics, illness, injury, missing children, weather-related emergencies, violence, evacuation, and post-disaster reunification.^[11] Consider whether names and contact information for each child are readily available to camp staff and to public safety. Effective emergency response can help limit institutional liability. If the family of an injured child feels that camp staff proceeded properly and treated them well, the family may be less inclined to file suit against the institution.

3. Addressing Child Abuse

Camp staff and volunteers need to understand how to report known or suspected harms to minors, including physical or sexual abuse. State law requirements are the starting place for this analysis. About 19 states require *everyone* to report suspected or known abuse or neglect to government authorities. In the other states, only individuals occupying certain roles are mandated reporters. The roles vary by state and might include, among others, coach, camp director, teacher, and health care professional. A state-by-state guide to mandatory child abuse reporting is available through the online federal Child Welfare Information Gateway.^[12] Institutional policy should be consistent with state requirements and may, if desired, exceed those requirements.^[13]

On a statistical basis, a child is more likely to suffer abuse or neglect in the home than at camp.^[14] A child who feels safe at camp may disclose to a trusted counselor that a relative is abusing her. It is prudent to prepare staff for such situations.^[15] The counselor needs to know how to respond to the child and how to refer the matter to appropriate channels.

4. Establishing Rules for Campers

Camp rules provide notice to campers and their legal guardians of camp expectations and requirements. When drafting rules, institutions often cover topics such as:

- Arrival and departure procedures
- Rules for camper behavior
- Steps a camper should take if separated from the group
- Locations to which campers do and do not have access
- Use of any free time
- Cell phone and computer use
- Safety equipment
- Personal property brought to camp
- Respect for people and property
- Importance of following directions
- Gifts to or from staff
- Appropriate dress and footwear
- Visitors
- Pets and service animals
- Residence hall rules

Consider prohibiting weapons, tobacco products, alcohol, illegal drugs, pornography, violence, and hazing. Institutions can also consider applying some or all of the institution's student code of conduct to campers. Camp rules may explain that attending camp is a privilege and describe the grounds and procedures for discipline or dismissal.^[16] The institution may reserve the right, in its discretion, to determine whether a rule has been violated. If so, the camper may be subject

to dismissal from the camp at the camper's expense with no refund.[17] Legal guardians should also agree to pick up a participant immediately upon notification of dismissal, suspension, or other removal.

Campers may benefit from an initial orientation and ongoing reminders about camp behavioral expectations.

5. Supervising and Instructing Campers

Adequate instruction and supervision contribute to campers' safety. Instruction tailored to their experience and skill is most effective. A ten-year old attending baseball camp, for example, may never before have slid into a base. Coaches and counselors should have realistic expectations about participants' skills and past experiences.

A well-run camp will describe to legal guardians the arrangements for supervising campers during activities and free time.[18] Counselors, lifeguards, health staff, and other staff should be qualified and trained for their positions. Staff must remain vigilant while on duty.

6. Facilities and Equipment

Institutions retain liability for the facilities and equipment used for their camps. To minimize potential liability, it is prudent to review all facilities and equipment and their appropriateness for the ages and skill levels of the campers who will be using them. Safety rules and emergency procedures should also be articulated for each camp activity offered.[19]

7. Transportation

Car and van accidents are among the leading causes of death for youth. Some states regulate youth transportation, for example, prohibiting youth from riding in the back of a pickup truck. Booster seats may be required for minors under age eight or weighing less than eighty pounds. Camp transportation arrangements should follow good practices in selecting transportation modes, vehicle types, and drivers. Good practices might include, among other elements, prohibiting campers from driving, prohibiting or limiting staff use of personal vehicles, and prohibiting an adult from being alone in a vehicle with a single child. Checking motor vehicle records of those driving on behalf of the camp can also be a valuable step.

8. Conducting a Post-Camp Audit

At the conclusion of the camp season, an institution might assess whether the operational controls put in place effectively enhanced safety for minors and minimized risk for the institution. Audit both "near misses" and actual incidents to learn valuable lessons.

9. Retaining Camp Records

Most states allow an injured camper to bring a legal claim against the institution after reaching adulthood. A statute of limitations might be, for example, age 18 plus five years. In such a jurisdiction, a camper injured at age six could bring a claim through age 23, which is 17 years after the event. With continuing public attention on child abuse, more states may lengthen or eliminate limitations periods for abuse claims.

Each institution should understand the statute of limitations applying to civil claims for injuries occurring at its camps. Use those time periods in setting record retention policies for camp-related records.^[20] It is probably unrealistic to expect the soccer coach or robotics professor to keep camp rosters, waiver forms, and other documents for a decade or more. Keep in mind the possibility of claims far into the future when specifying the types of camp records to be saved, the designated repository, and the retention period.^[21]

B. Part II: Potential Clauses in Forms and Agreements for Institutionally-Sponsored Camps

Institutionally-sponsored camps may generate legal risks ranging from fee disputes with parents to severe injuries to campers. Appropriately-worded forms and agreements can help avert many disputes and allocate responsibility for problems that do occur. While a minor lacks the capacity to enter into a contract (there are a few exceptions to this rule), the minor's parent or legal guardian should always sign any agreement.^[22] If age-appropriate, the minor might also be asked to sign.^[23] Institutions should consider incorporating assumption of risk provisions, indemnification clauses, exculpatory clauses, medical information and treatment consent forms, and photo/video releases into camp agreements. The enforceability of such provisions is determined by state law, as we generally discuss below.

1. Assumption of Risk

Assumption of risk is a potential defense to claims of negligence.^[24] It asks, in effect, did an individual know the risks of participation and voluntarily take on those risks?^[25] While an injured party may assume risk either by agreement or by conduct, we discuss here only assumption of risk by agreement.^[26] State law controls whether and to what degree an assumption of risk clause will provide the institution with a defense to negligence.^[27] (Informed consent is a similar concept that a drafter may usefully consider.)

Certain general approaches can increase the likelihood that a court will enforce an assumption of risk clause. Make the clause specific and include known hazards. Include transportation risks if the camp involves any travel, whether locally or farther afield. The clause should take into account any activities or situations ancillary to the camp's main purpose that may present risks. Do the computer campers spend an afternoon at a lake? If so, they face risks of open water swimming. The assumption of risk clause should also explain that unforeseen hazards may arise even with due care and proper precautions. It is important for camps to work closely with legal counsel and risk managers to help gauge the camp's full range of activities and to develop appropriate language addressing those activities and risks.

Sample Assumption of Risk Clauses

General Clause: During this camp campers may be exposed to a variety of risks that could result in serious injury or even death.

Specific Clause: During the Oakleaf College Swim Fun Camp, campers will participate in swimming and diving in the college's pool. They will use the pool locker rooms and the college's dining hall. Risks of camp activities include, and are not limited to: slips, trips, and falls; exposure to water-borne infections; drowning; diving injuries from contact with the pool structure or other swimmers; electrical shock; food-borne illness; unintentional or intentional injury by another person; and hazards that are unknown or unseen. Injuries may range from minor scrapes up to and including spinal cord injury or death. Campers may be unsupervised at certain times during the Camp.

2. Exculpatory Clauses and Indemnification

An exculpatory clause is a contractual provision “relieving a party from any liability resulting from a negligent or wrongful act.”^[28] A camp might ask a legal guardian to sign a contract containing, for example, an exculpatory clause releasing the college from liability if a camper suffers harm or loss. Like assumption of risk provisions, the legal force of exculpatory clauses depends on state law and on the clause’s exact wording.^[29] Many courts strictly interpret exculpatory clauses, invalidating ambiguous provisions or provisions deemed to be contrary to public policy.^[30]

Even with these limitations, a valid exculpatory clause can be an important tool for an institution to manage or prevent liability arising from its own camps.^[31] For example, in *Terry v. Indiana State University*, the Court of Appeals of Indiana relieved Indiana State University from liability in a negligence action, in part, because the student executed a “Waiver, Release, and Indemnification” form.^[32] Such clauses may even dissuade potential litigants from filing an action against a college or university.^[33]

Along with exculpatory clauses, institutions may wish to include indemnity requirements. By signing an indemnification provision, a parent agrees to pay for any losses or damage that the camper suffers, rather than seeking compensation from the institution.^[34] Institutions should consult state law regarding the validity of indemnification language. If valid, such language can allow the institution to recover – or partially recover – for any loss, damage, or liability it suffers. As with an assumption of risk clause, securing legal advice is important in drafting exculpatory and indemnification provisions.

Sample Exculpatory/Indemnification Clause

I agree to release, waive, defend, indemnify, and forever discharge the University, its agents, employees, officers, and trustees from any and all claims or liability for injury or damages (including loss or damage to property) arising from or attributable to my child’s participation in or travel associated with the Camp, unless it is due to willful fault or gross negligence on the part of the University.

3. Medical Acknowledgement and Consent

Medical acknowledgement and consent language can provide assurance that an individual is medically able to participate in the camp. A medical acknowledgement form should describe, in detail, the camp’s physical demands so a camper’s legal guardian can evaluate whether the camper can safely participate. Depending on the nature of the camp and the risks involved, the institution might consider one of the following approaches:

- Require the parent or guardian to certify that the child can safely participate in the camp, with or without an accommodation;
- Require the parent to certify that a medical professional has examined the child and found that the child can safely participate in the camp, with or without an accommodation; or
- Require a medical professional to sign a form indicating that he or she has conducted a pre-camp physical and confirms that the child can safely participate in the camp, with or without an accommodation.

Consent provisions typically authorize the institution, in the discretion of camp staff, to arrange for medical treatment for an emergency injury or illness. Medical consent forms often include permission for licensed health professionals to perform or administer any reasonable or necessary medical or surgical treatment, and an acknowledgement that the participant is responsible for any medical expenses, including transportation. A form may also ask for the participant's health insurance information for use in the event of injury or illness.

Sample Medical Acknowledgement and Consent Language

I understand that the University recommends that my child consult a physician before engaging in physical activity, and, if my child's physical health is questionable, that we obtain a medical clearance from a licensed medical professional. I also understand that I am responsible for my child's medical expenses, including deductibles, co-pays, and transportation. I consent to emergency medical treatment for my child if the University, in its sole discretion determines it to be necessary. And in the event of a medical emergency, I also consent to the University contacting me and other emergency contact people whom I have provided.

4. Health Information Form

A health information form can help the institution address campers' individual needs and thereby mitigate risk. With narrowly tailored questions geared to the camp's activities, the form should capture only information that is appropriate and necessary for the camp to possess. Sample questions might cover allergies (drugs, food, bees, or other), medication needed, and information about an issue or condition that requires an accommodation for a disability.

When developing the form, it can be helpful to consult state and federal law, particularly the Americans with Disabilities Act, as amended (Title II for public institutions and Title III for private institutions),^[35] and Section 504 of The Rehabilitation Act of 1973.^[36] These laws and regulations cover topics such as limitations on permissible questions and the use and storage of information gathered.^[37] The federal government's Technical Assistance Manual for Title II of the Americans with Disabilities Act offers this example:

A municipal recreation department summer camp requires parents to fill out a questionnaire and to submit medical documentation regarding their children's ability to participate in various camp activities. The questionnaire is acceptable, if the recreation department can demonstrate that each piece of information requested is needed to ensure safe participation in camp activities. The Department, however, may not use this information to screen out children with disabilities from admittance to the camp.^[38]

The United States Department of Justice has entered into settlement agreements with camps over disability accommodations for campers.^[39] These agreements provide another source of guidance in this area, which typically requires expert assistance from legal counsel or experienced disabilities support personnel.

Federal disability laws applicable to educational institutions can provide some guidance by analogy. Just as a college may not ask of its applicants the preadmission question "Are you

disabled,” an institution might avoid asking a prospective camper the same question as a screening criterion.[40] Instead it could ask a camper, once accepted, to voluntarily identify any disabilities that may require accommodation. Tailor health information forms to solicit facts needed to determine whether a camper may safely participate in the camp’s primary activities without a fundamental alteration of the camp program.

Before camp begins, an institution might find it useful to identify who is responsible for disability accommodations for campers and camp staff. If the institution’s regular disability support office serves only enrolled students and academic-year staff, alternate resources for camps and campers might be identified.

A health information form will put the institution on notice of the health issues or conditions listed. The institution needs to take reasonable actions based on the information. If, for example, a camper discloses an allergy to penicillin or peanuts, it would be essential for all adults interacting with that participant to have the information and know their roles in addressing the risks. If appropriate precautions or actions are not taken, the institution could be exposed to liability.[41]

5. Photography and Video Release

If the camp or institution is planning to take photographs, post photographs or video footage to a website, or record video of the camp and its participants, consider obtaining a photography and video release signed by each camper’s legal guardian and, if age-appropriate, the camper. The best releases are very specific in describing how the photos or videos will be used, such as for promotional purposes or to post on a college or university website or to social media.

Sample Photography and Video Release Language

I hereby authorize the University and those acting pursuant to its authority to:

Record my child’s likeness and voice in any medium; and

Use my child’s name in connection with these recordings; and

Use, reproduce, exhibit or distribute in any medium these recordings for any purpose that the University deems appropriate, including promotional or advertising efforts.

I release the University from liability for any violation of any personal or proprietary right I or my child may have in connection with such use. I understand that all such recordings, in whatever medium, shall remain the property of the University. I have read and fully understand the terms of this release.

C. Part III: Potential Clauses for Forms and Agreements with Outside Camps Leasing Institutional Facilities

An institution may lease its facilities to outside groups or individuals who run their own independent camps. Recall the earlier example of Whiz Computer Camp, held at Oakleaf College. The lessee may be entirely unaffiliated with the university or may be a university employee such as a coach.[42] The university may provide its facilities for free or for a fee.

These arrangements raise a host of legal issues about the relationship between the institution and the outside camp sponsor.^[43] A prudent institution will have a written agreement with each outside camp, drafted to satisfy federal, state, and local law and to apportion risk between the parties.^[44]

As a preliminary matter, an institution will want to consider the degree to which it desires to exert control over an outside camp, and the extent to which increased control exposes the university to liability. Attorneys may differ on the amount of detail and control to include in an agreement. One line of argument suggests that the more control the institution exerts over camp operations, and the more the institution monitors camp compliance, the greater the likelihood that the institution may expose itself to liability. Another view is that the institution should actively oversee all camps associated with it in any way, even merely as tenants, so that camps take prudent steps to protect campers. Legal counsel and risk managers can provide important perspectives on these positions and the continuum of options between them.

Once an institution decides the degree of control it wishes to exert over an outside camp, the institution can craft agreements reflecting its position. A written agreement may include: clauses specifying the nature of the agreement and the parties; risk transfer provisions; provisions pertinent to staff and campers; information regarding facilities, equipment, and transportation; and compliance, emergency, and reporting procedures. These provisions, discussed below, can help avert problems with an outside camp and limit the institution's liability.

1. Nature of the Agreement and Parties

The title of the agreement, the status of the outside group, and its operation as a camp may seem like mere formalities. These details, however, can prove important. The agreement's title merits thoughtful analysis. Should the document be called, for example, a lease, rental agreement, facilities use agreement, contract, or a visitors' use agreement? Does the institution desire to create a landlord-tenant relationship, lessee-lessor relationship, or a social host relationship, and to what extent does the agreement's title drive that relationship? Look to state law for guidance, as the title may establish a particular relationship between the parties.

Another "formality" is the status of the outside group as a non-profit or for-profit entity. The group's status may affect the host institution's rights and duties. Must the institution collect sales tax on the fees it receives from the outside camp? May a for-profit camp use college facilities that were constructed with tax-exempt bond financing?^[45] To establish appropriate business practices, consult with the institution's finance and tax experts, and include in the agreement the outside group's tax status.

2. Risk Transfer

The host institution typically seeks to transfer to the outside group responsibility for harms arising from camp operations. As discussed below, by prohibiting an outside group from using the institution's name, mascot, and similar identifiers, the institution reinforces its position that it is not hosting –and assuming responsibility for – the camp operations; the outside group is.

The agreement may require the outside group to purchase insurance coverage, which is a direct form of risk transfer.^[46] The agreement may list lines of required coverage, such as: general liability, auto liability, workers compensation, sexual assault and molestation, directors and officers liability, excess liability/umbrella coverage, and accident and sickness. The agreement should state the minimum dollar amount for each mandatory coverage and require that the

institution be named as an additional insured. The outside camp should furnish certificates of insurance no later than a specified number of business days before camp begins.^[47] The institution's risk manager can provide further guidance on insurance types, limits, and arrangements. State law may affect the insurance that camps must obtain.

Indemnification provisions in the agreement also transfer risk and liability. The host institution may incorporate a general indemnification provision in favor of the institution and all its trustees, employees, and agents. Indemnification for specific functions can also be valuable. These might include the use of facilities, food services, incidental medical care, premises security, and similar functions. Note, though, that if the outside group is a public entity, it may be legally barred from indemnifying the institution or others.

3. Reputational Risk and Imputed Control

An outside camp's use of institutional names and trademarks can create risk. Key elements include team names, mascots, and logos. Institutions may wish to address these in the agreement. Some institutions allow an outside camp to use a name such as "Bobby Big's Baseball Camp at Oakleaf College." Others forbid any use of the institution's name except in directions to the camp location. The agreement should address both the outside camp's print and electronic materials. Misuse of even a single logo may create problems.

An outside camp's use of the institutional name and other identifiers can generate a misimpression that the institution bears responsibility for camp activities. A legal guardian looking at an outside camp's advertising, for example, might conclude that the institution is involved with running the camp. Broadly speaking, "[t]he concern is these logos could potentially lead website visitors to believe these programs are sponsored by the University, when they are not, and could potentially lead to further liability for the University in the case of any incidents."^[48] To monitor contract compliance and police their trademarks, colleges and universities might audit the print and electronic materials of outside camps.

4. Staff and Campers

The agreement may establish requirements for camp staff. Issues include hiring and selection processes, camper-staff ratios, training, supervision, and behavioral expectations.

The host institution typically requires the outside camp to follow some basic requirements. One is for all staff and volunteers to have undergone recent criminal background checks, something that state law often requires. This can take the form of a representation and warranty that, for all the group's employees and volunteers (and employees and volunteers of any sub-contractors) who enter campus facilities for purposes related to the camp, the group has conducted a background check within a specified time period and assumes all responsibility for the quality of the background check. Another contractual requirement might be that the outside camp complies with any applicable state laws governing those who work with minors. The agreement may also include language obliging the outside camp to obtain all necessary releases and approvals for minors (including for medical issues) from parents and guardians.

The agreement could usefully set limits on the total size of the outside group. The institution may wish to require minimum staffing ratios of adults to minors. Staffing expectations may vary based on factors such as the nature of the camp, age and capacity of the campers, and age and capacity of the staff. The American Camp Association's staffing ratios are a common

benchmark.[\[49\]](#) If state or local law mandates certain ratios, the agreement may require more supervision, but not less, than the legal minimums.

The institution might require the outside camp to conduct mandatory pre-camp orientation for all of its staff and volunteers. The orientation might cover topics similar to those suggested above for institutionally-sponsored camps. Similarly, the agreement might obligate the outside camp to orient its campers to some or all of the topics discussed above for campers.

The agreement could include a representation that the outside camp will transport campers only in accordance with federal and state requirements and, if desired, American Camp Association transportation standards.[\[50\]](#)

As noted above, it is prudent to determine in advance the control, if any, the institution wishes to have over an outside camp. More generally, seek the advice of counsel and a risk manager on the potential benefits and drawbacks of retaining institutional control over an outside camp's personnel, operations, and campers.

5. Facilities, Equipment, and Transportation

A solid agreement will include details about the exact campus facilities that the outside group may access, as well as equipment and other services the institution will furnish. Provide in the agreement a revocable permit to use designated facilities. Include not only the major element, "Smith Pool," but also relevant ancillary locations such as locker rooms, parking lots, restrooms, athletic fields, dining halls, or student health clinics.[\[51\]](#)

Describe any equipment, services, and staff the institution agrees to provide. Equipment might range from climbing wall gear to sensitive laboratory devices. Decide whether the outside group's personnel should have any special qualifications or training to use the institution's equipment. If the group may be relying on any institutional safety devices, for example lightning detectors near athletic fields, state the nature of the equipment and any limitations.

A host institution may decide to provide an outside camp with services such as lifeguarding, security, regularly-scheduled campus shuttle buses, food services, janitorial services, or health services. The agreement might explicitly identify the services, explain their availability in terms of time, quantity, and quality, identify the unit head responsible for providing each service, and explain how the outside group might raise any concerns about services. Note, however, that the more facilities and equipment the institution agrees to provide, the greater its potential exposure should a problem arise.

6. Compliance, Emergencies, and Reporting

The host institution may include in the agreement various expectations about the outside camp's compliance, emergency plans, and reporting.

The institution may wish to solicit assurance that the sponsor is complying with all legal requirements for operating a camp. State or local law may require the camp to obtain a license or permit. Consider requiring the outside group to provide copies of any required permits or licenses. Laws on camp licensing vary significantly by jurisdiction. The American Camp Association provides a helpful state-by-state overview.[\[52\]](#)

Consider including an acknowledgement that the group has received a copy of the institution's child protection policy and agrees to abide by all of its terms, including its requirement that any suspected abuse or neglect be immediately reported as stated in the policy. Institutions should also consider what authority or responsibility, if any, the institution should exercise over abuse allegations involving the outside group's staff or campers. This is particularly important in the area of Title IX and sexual misconduct. Also consider providing copies of the institution's non-discrimination policy, as well as other applicable policies, and obtain acknowledgement that the outside group received them and will comply with them.

Unexpected events may arise, ranging from weather-related emergencies to accidents, illness, or even death. The agreement may describe how, if at all, the institution will participate in responding to various contingencies. At a minimum, the institution might require the outside group to share contact information, day and night, for a responsible administrator from the group. If the camp operates overnight in campus facilities, having contact information for all on-duty overnight staff could also be valuable.

Imagine that a widespread disaster occurs while an outside camp is using campus facilities. One option for response would be to leave the outside camp, including its young campers, to its own devices. Another option would be to integrate the group fully into the institution's response plans. Options between these two extremes also exist. Consider the need for access to emergency contact information for each camper. The agreement might obligate the outside group to have emergency contact information available on-site at all times and to share it with the institution upon request. An alternative, if desired, could be to require the outside group to provide campers' emergency contact information in advance to the institution. A parallel obligation could apply to emergency contacts for each employee and volunteer.

Crime reporting is important for Clery Act compliance. An institution must include in its Clery Annual Security Report all relevant crimes occurring in Clery-covered locations, regardless of the identities of the alleged victim or perpetrator. Even if a crime involves a non-institutional camper, staff member, or volunteer, the institution needs the information to include in its Clery report. Hence, the agreement should require the outside group to provide same-day reports of major events that may trigger the institution's obligation to issue a timely warning or record Clery data. An institution may wish to broaden that requirement and oblige the outside camp to notify it of other major events such as hospitalizations and of actual or alleged bullying, harassment, or assault.

To the extent permitted by law, the parties may wish to incorporate a number of other provisions into the agreement including audit requirements (policies, plans, finances, and trademarks), NCAA compliance provisions (for athletics camps),^[53] and end-of-camp summaries.

Consider these elements in drafting agreements with outside camp groups. Omit points that do not apply, adapt ones that do, and add your own ideas to fit your institution's unique circumstances and its legal environment.

CONCLUSION:

Camps provide youth with memorable recreational, academic, and enrichment experiences. Appropriate operational controls, forms, and agreements enhance the prospect that the memories will be positive for both campers and the institution.

RESOURCES:

To find sample institutional forms, type into the Google search box a phrase such as *rental contract camp*, followed by *site:.edu*. The search box would read *rental contract camp site:.edu*. The last string restricts the search just to .edu domains. This search, and similar ones for camp waiver forms, photo releases, camp policies, and other topics covered here, yield many useful results.

American Camp Association. See especially recommended staffing ratios, state-by-state guide to camp regulation, and camp accreditation standards. www.acacamps.org

Arthur J. Gallagher & Co., Managing the Risk of Minors on Campus, 2012
www.ajg.com/media/738585/ManagingRiskMinorsPaper.pdf

Best Practices for Hosting Youth Camps on Campus, Marsh Risk Consulting, June 2005
www.ucop.edu/risk-services/files/pubs/appendix_e.pdf

Boy Scouts of America
Scouting Safety
www.scouting.org/scoutsource/HealthandSafety.aspx
Youth Protection
www.scouting.org/scoutsource/Scouting/Training/YouthProtection.aspx

Camp Safety, State of New York Department of Health
www.health.ny.gov/publications/3601.pdf

Child Welfare Information Gateway, maintained by the U.S. Department of Health & Human Services. See especially the state-by-state guide on reporting child abuse and neglect.
www.childwelfare.gov/

Darkness To Light
Offers a free app and low-cost online training on preventing child sexual abuse.
<http://www.d2l.org>

Girl Scouts, Volunteer Safety
www.girlscouts.org/en/adults/volunteer/safety.html

Greenberg, Martin A. and Ryan M. Session, "Summer Camps: A Coach's Primer." Marquette University Law School. Undated. Available at <https://law.marquette.edu/assets/sports-law/pdf/summercamo.pdf>.

Hanover Insurance Group
Online training on child abuse prevention and mandated reporting. Free.
<http://www.hanover.com/risksolutions/education.html#series>

"Liability of youth camp, its agents or employees, or of scouting leader or organization, for injury to child participant in program," 88 A.L.R.3d 1236 (Originally published in 1978)

NACUA Legal Reference Service, [Resource Page on Minors](#). Includes, among other items, 1997 conference outline by Professor Robert Bickel on tort liability for minors on campus.

NACUA members only. <https://www.nacua.org/resource-library/resources-by-topic/students/minors-on-campus>

National Center for Missing and Exploited Children
Missing child resources include “Team Adam” and “Code Adam” for law enforcement
http://www.missingkids.org/en_US/publications/NC162.pdf

National Center for Prosecuting Child Abuse
<http://www.ndaa.org/ncpca.html>

Saul, Janet and Natalie Audage, Preventing Child Sexual Abuse Within Youth-serving Organizations: Getting Started on Policies and Procedures. Centers for Disease Control, 2007.
www.cdc.gov/ViolencePrevention/pdf/PreventingChildSexualAbuse-a.pdf

The Redwoods Group
Free camp safety resources and forms.
<http://www.redwoodsgroup.com/safety-resources/>

University of California 4-H Safety Manual
<http://safety.ucanr.edu/files/3067.pdf>

Youth Athletes: Sports Programs’ Guidance, Practices, and Policies to Help Prevent and Respond to Sexual Abuse, U.S. Government Accountability Office. May 2015.
www.gao.gov/products/GAO-15-418

Youth Protection Network for Higher Education
<https://groups.google.com/forum/?hl=en#!forum/youthprotectionnetwork>

ENDNOTES:

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[2] While this Note offers general ideas for consideration, it is important to assess the many areas of the law, such as tort law, criminal law, and employment law, that touch camps at an institution. In addition, some states have extensive regulatory requirements for camps at colleges and universities. Also bear in mind that forms, agreements, and operational controls need to reflect specific legal requirements applicable to the institution, including state and local laws. See generally, Ann H. Franke, Lucy A. Singer & Julie D. Vannatta, “School’s Out: Are You Ready For Summer Camps?” (NACUA Annual Conference 2015), http://www.nacua.org/docs/default-source/legacy-doc/conference/june2015/02f_15_6_13.pdf?sfvrsn=6 (discussing general legal issues relating to summer camps); Lucy A. Singer, “Youth on Campus” (NACUA Annual Conference 2010), http://www-local.legal.uillinois.edu/nacua10/presentations/8F_handout.pdf (discussing risk and best practices for minors on campus); Annotation, *Liability of youth camp, its agents or employees, or of scouting leader or organization, for injury to child participant in program*, 88 A.L.R.3d 1236 (1978). For tort law, see, e.g., SHEILA TRICE BELL, CHILDREN ON CAMPUS: LEGAL IMPLICATIONS OF CHILDREN’S PRESENCE AND ACTIVITY ON CAMPUS (Feb. 18, 2013)

<http://www.stetson.edu/law/conferences/highered/archive/2003/ChildrenonCampusLegalImplications.pdf> (discussing liability for negligence when minors are on an institution's campus). For criminal law, see, e.g., CHILD'S BUREAU, U.S. DEPT. OF HEALTH AND HUMAN SERVS., MANDATORY REPORTERS OF CHILD ABUSE AND NEGLECT (Aug. 2015), <https://www.childwelfare.gov/pubPDFs/manda.pdf> (providing a nationwide survey on mandatory reporter and other child welfare laws). For employment law, see, e.g., Jake Rubenstein et al., "Show Me More Money: Continuing FLSA Issues on Campus" (NACUA Annual Conference 2014), http://www.nacua.org/docs/default-source/legacy-doc/conference/june2014/08d_14-06-60.pdf (providing an overview of employment law issues for an institution).

[3] AM. CAMP ASS'N, STANDARDS AT A GLANCE, 2012 EDITION 6 (last updated Jan. 2016), http://www.acacamps.org/sites/default/files/resource_library/accreditation/Revised%2016%202016-Standards_at_a_Glance_.pdf.

[4] Some institutions question the value of conducting criminal background checks on minors and young adults, while others find FBI fingerprint checks to be useful for these populations. Checking student conduct records for enrolled students might be a complement or an alternative, if consistent with relevant laws and policies.

[5] OFFICE OF JUVENILE JUSTICE AND DELINQUENCY PREVENTION, U.S. DEP'T OF JUSTICE, GUIDELINES FOR THE SCREENING OF PERSONS WORKING WITH CHILDREN, THE ELDERLY, AND INDIVIDUALS WITH DISABILITIES IN NEED OF SUPPORT, at iii, 14 (1998), <https://www.ncjrs.gov/pdffiles/167248.pdf> ("The guidelines do not mandate criminal record checks for all care providers but do present advice on establishing a policy that provides an appropriate level of screening based upon specific situations.")

[6] For a 50-state survey on state laws and regulations, see *State Laws and Regulations*, AM. CAMP ASS'N, <http://www.acacamps.org/resource-library/state-laws-regulations> (last visited Feb. 1, 2017).

[7] NATIONAL SEX OFFENDER REGISTRY DATABASE, <https://www.nsopw.gov/> (last visited Feb. 1, 2017). For ACA accreditation standards, see AM. CAMP ASS'N, *supra* note 2, at 6.

[8] See, e.g., Bob Ditter, *In the Trenches: A Counselor's Good Judgment*, CAMPING MAG. (July 2014), <http://www.acacamps.org/resource-library/articles/trenches-counselor%E2%80%99s-good-judgment>

[9] For fuller discussion of training, see CTRS. FOR DISEASE CONTROL & PREVENTION, U.S. DEP'T OF HEALTH AND HUMAN SERVS., PREVENTING CHILD SEXUAL ABUSE WITHIN YOUTH-SERVING ORGANIZATIONS: GETTING STARTED ON POLICIES AND PROCEDURES 22-28 (2007), <https://www.cdc.gov/violenceprevention/pdf/preventingchildsexualabuse-a.pdf>.

[10] Behavioral expectations might cover how to address camper misconduct; prohibitions on tobacco products, alcohol, illicit drugs, sexual activity, sexual comments, sexual jokes, and sexually explicit material; and an admonition to remove a child immediately from any dangerous situation.

[11] ANN FRANKE, NAT'L CTR. FOR CAMPUS PUB. SAFETY, PLANNING FOR THE SAFETY OF MINORS: ROUTINE AND EMERGENCY SITUATIONS 8-9 (May 17, 2016), www.nccpsafety.org/assets/files/misc/Resource_Materials_Youth_Protection.pdf.

[12] See Children's Bureau, U.S. Dep't of Health & Human Servs., *State Statutes Search*, www.childwelfare.gov/topics/systemwide/laws-policies/state/ (last visited Feb. 1, 2017).

[13] An institution might, for example, require anyone with a concern about potential child abuse or neglect to report the matter internally. Such a policy needs to explain the sequence of reporting. Should the individual first notify the government and then the institution? This approach has the advantage of erecting no barriers to prompt reporting to child welfare authorities. If notice goes first to the institution, administrators may be able to provide support and assistance, yet the risk of delay arises.

[14] See CHILDREN'S BUREAU, U.S. DEP'T OF HEALTH & HUMAN SERVS., CHILD MALTREATMENT 26 (2014), <http://www.acf.hhs.gov/sites/default/files/cb/cm2014.pdf> (noting that, in 2014, one or both parents maltreated over 91% of child abuse victims, while non-parents maltreated only 13% of victims).

[15] An adult may indicate that he or she was abused as a child yet does not currently wish to notify state authorities. In this complex situation, the institution should seek guidance from qualified legal and child protection experts to understand its obligations to this individual and to potential future victims of the alleged abuser.

[16] At a public university, would a child dismissed from camp be entitled to any due process? In the typical scenario, the camper is not enrolled at the institution and the camp is a voluntary, short-term program. Under these conditions, the deprivation is arguably minor and due process requirements would be minimal or even non-existent. Some camps, such as 4H programs, may voluntarily offer pre- or post-dismissal procedures to campers. The due process analysis becomes more complex if, for example, the university runs a K-12 school and the child's removal from camp affects his or her school standing.

[17] If a camp may dismiss a participant at any time and without refund for behavioral problems, written notice of this rule should be provided to the parent or guardian prior to the start of the camp.

[18] *Chavez v. City of Santa Fe Springs*, No. B226634LEXIS 9462 (Cal. Ct. App., Dec. 9, 2011)(reversing summary judgment in a case where parents of campers who were injured while unsupervised claimed to have been defrauded by the camp, which assured them that campers would be supervised at all times).

[19] AM. CAMP ASS'N, STANDARDS-AT-A-GLANCE, 2012 EDITION 9 (updated Jan. 2016), http://www.acacamps.org/sites/default/files/resource_library/accreditation/Revised%2016%202016-Standards_at_a_Glance_.pdf .

[20] The National Center for the Prosecution of Child Abuse has state-by-state guides to statutes of limitations for civil and criminal claims of child abuse. See NAT'L DIST. ATTORNEYS ASS'N, STATE STATUTES OF LIMITATIONS FOR PROSECUTION OF OFFENSES AGAINST CHILDREN (last updated Aug. 2012), <http://www.ndaa.org/pdf/Statute%20of%20Limitations%20for%20Prosecution%20of%20Offenses%20Against%20Children%202012.pdf>; NAT'L DIST. ATTORNEYS ASS'N, STATE STATUTES OF LIMITATION FOR CIVIL ACTION FOR OFFENSES AGAINST CHILDREN COMPILATION (last updated May 2013), [http://www.ndaa.org/pdf/Statutes%20of%20Limitations%20for%20Civil%20Actions%20for%20Offenses%20Against%20Children%20\(2013%20Update\).pdf](http://www.ndaa.org/pdf/Statutes%20of%20Limitations%20for%20Civil%20Actions%20for%20Offenses%20Against%20Children%20(2013%20Update).pdf) .

[21] Online waiver retention services such as SmartWaiver, WaiverForever, and WaiverSaver may offer a partial model for consideration.

[22] Youth who are, for example, married, in military service, emancipated from parents, or seeking certain forms of healthcare may have legal capacity to enter into contracts.

[23] See Franke et al., *supra* note 1, at 21; Singer, *supra* note 1, at 9.

[24] Franke et al., *supra* note 1, at 21-24.

[25] See, e.g., *Iadevaia v. Aetna Bridge Co.*, 389 A.2d 1246, 1249 (R.I. 1978) (explaining that the doctrine of Assumption of Risk is subjective and based on what a particular plaintiff knew and appreciated); see also *Juvenalis v. Dist. of Columbia*, 955 A.2d 187, 193 (D.C. 2008) (“[A]ssumption of risk is found when a plaintiff ‘elects to proceed in the face of a known danger,’ and thus is regarded as ‘having consciously relieved the defendant of any duty’ that he otherwise owed to a plaintiff ‘Being under no duty, the defendant may not be charged with negligence’” (citations omitted)).

[26] Some jurisdictions permit a minor to assume risk by conduct. See *Kane v. Landscape Structures, Inc.*, 709 S.E.2d 876, 879 (Ga. App. 2011) (“Although the law does not expect children always to appreciate dangers to the same extent as adults, the Georgia courts have recognized that children as old

as [nine] are quite capable of appreciating certain obvious dangers.”). As stated above, however, a minor may not have the capacity to agree to an Assumption of Risk clause pursuant to an agreement. It is therefore important for a minor’s parent or guardian to accept the risks of participation on behalf of the minor by signing the agreement together with the minor.

[27] Some states may not recognize assumption of risk as a defense.

[28] *Exculpatory Clause*, BLACK’S LAW DICTIONARY 588 (7th ed. 1999). In addition, an exculpatory clause generally applies only to ordinary negligence, not to gross negligence or intentional acts. See WILSON ELSER, EXPRESS ASSUMPTION OF RISK/WAIVER/EXCULPATORY CLAUSES 50-STATE SURVEY (INCLUDING THE DISTRICT OF COLUMBIA) 2 (Oct. 2012), http://www.wilsonelser.com/writable/files/Legal_Analysis/wilsonelser_50-statesurvey_expresswaivers_10-2012.pdf .

[29] WILSON ELSER, *supra* note 27, at 1.

[30] *Id.* See, e.g., *Doyle v. Bowdoin Coll.*, 403 A.2d 1206, 1208-09 (Me. 1979) (“[A] contractual provision should not be construed to permit an indemnitee to recover for his own negligence unless the court is firmly convinced that such an interpretation reflects the intention of the parties [The] mutual intention of the parties to this effect should appear with clarity from the face of the contract [S]uch indemnity agreements should not be extended to indemnify the indemnitee’s own negligence unless the language is clear and unambiguous.” (citations omitted)); *Provoncha v. Vt. Motocross Ass’n*, 974 A.2d 1261, 1264 (Vt. 2009) (“Exculpatory contracts are disfavored, and are subject to close judicial scrutiny; to be effective, such contracts must meet higher standards for clarity than other agreements, and must pass inspection for negative public policy implications.”); *Gross v. Sweet*, 400 N.E.2d 306, 309 (N.Y. 1979) (“[U]nless the intention of the parties is expressed in unmistakable language, an exculpatory clause will not be deemed to insulate a party for his own negligent acts.”).

[31] See also, Mary Ann Connell and Frederick G. Savage, *Releases: Is There Still a Place for Their Use by Colleges and Universities?*, 29 J. Coll. & Univ. L. 579, 617 (2003) (“[E]ven if a release may not exculpate a college or university from its own negligence, a clearly drafted release that sets forth in detail the risks inherent in the activity will inform the participant of the risks involved, provide evidence of the university’s fulfillment of its duty to warn, serve as a written acknowledgement of the participant’s understanding of and assumption of risks inherent in the activity, and, on occasion, act as a deterrent to suit.”).

[32] 666 N.E.2d 87 (Ind. App. 1996).

[33] On the other hand, in *Munn v. Hotchkiss Sch.*, 795 F.3d 324 (2d Cir. 2015), a student and parents signed a written release yet still brought a lawsuit.

[34] Connell & Savage, *supra* note 30, at 579-80 n.5 (“An indemnity agreement is an insurance contract by which one party (the indemnitor) gives to the other party (the indemnitee) assurances that the indemnitor will compensate the indemnitee for any loss, damage, or liability sustained by the indemnitee arising from the risks specified in the agreement.” (citations omitted)).

[35] 42 U.S.C. §§ 12101–17 (2012).

[36] 29 U.S.C. § 794 (2012).

[37] The Individuals with Disabilities Education Act, 20 U.S.C. §§ 1400 *et seq.*, would not typically apply to a camp sponsored by a college or university. It focuses on free and appropriate public education at elementary and secondary schools for students with disabilities. It might apply in unusual circumstances such as, hypothetically, a curriculum-oriented camp affiliated with a K-12 school that is itself affiliated with the higher education institution.

[38] THE AMERICANS WITH DISABILITIES ACT: TITLE II TECHNICAL ASSISTANCE MANUAL, II-3.5300, <https://www.ada.gov/taman2.html> (last visited Feb. 1, 2017).

[39] Settlement Agreement, *United States v. Camp Bravo*, DJ # 202-35-304 (June 24, 2015) (holding that camp staff who are trained to administer Epi-pens should also be trained to administer emergency medication for a 7-year old with epilepsy); Settlement Agreement, *United States v. Arlington-Mansfield Area YMCA*, DJ # 202-73-385 (Feb. 24, 2016) (involving camp that denied admission to six-year old with diabetes); Settlement Agreement, *United States of America v. Hospital for Special Care*, DJ # 202-14-147 (June 6, 2014) (holding that camp sponsored by hospital failed to properly address needs of camp applicant with Type 1 diabetes); Settlement Agreement, *United States v. Town of Rocky Hill*, Conn., DJ # 202-14-117 (July 5, 2012) (involving camp sponsored by town that was delayed in evaluating application of child with diabetes); Press Release, Justice Department Settles Lawsuit Against TSI Summer Camps to Provide Equal Opportunity to Summer Campers with Diabetes (Mar. 2006), www.justice.gov/archive/opa/pr/2006/March/06_crt_159.html. See also a one-page summary from a United States Attorney's Office on the application of the ADA to summer camps, suggesting that camp staff who are prepared to administer Epi-Pens should also be trained to administer daily medication for diabetes, issued in New Jersey, U.S. ATTORNEY'S OFFICE, DEPT. OF JUSTICE, SUMMER CAMPS AND THE ADA (May 2015), www.justice.gov/file/campadaflyerpdf/download, and issued in identical form in the Middle District of Pennsylvania, U.S. ATTORNEY'S OFFICE, DEPT. OF JUSTICE, SUMMER CAMPS AND THE AMERICANS WITH DISABILITIES ACT (May 2015), www.justice.gov/file/413891/download.

[40] 34 C.F.R. §104.42(b)(4). See also the "Summer Fun" Q & A publication of the Pacer Center, www.pacer.org/publications/adaqa/summer.asp.

[41] Because the completed health information forms may contain sensitive information, institutions are well-advised to plan for distribution on a "need-to-know" basis, secure storage, and a secure procedure for destruction or retention of all copies according to stated policies.

[42] Consider prohibiting coaches from using the institution's name in a camp they may run at a non-campus location. In any case, the NCAA may regard a coach-run camp as sponsored by the institution and hence apply NCAA standards to the camp. See NAT'L COLLEGIATE ATHLETIC ASS'N, DIVISION I MANUAL 2016-2017 § 13.12.1.1 (Aug. 2016), <http://www.ncaapublications.com/productdownloads/D117.pdf>.

[43] Some states regulate camps extensively while others do not. For advice about state requirements, visit the "State Laws and Regulations" section of the American Camp Association website, *State Laws & Regulations*, AM. CAMP ASS'N, www.acacamps.org/resource-library/state-laws-regulations (last visited Feb. 2, 2017).

[44] Sources for listed items include STATE UNIV. OF N.Y., CHILD PROTECTION POLICY (June 17, 2014), www.suny.edu/sunypp/documents.cfm?doc_id=762; C. Gregg & C. Hansen-Stamp, *Contracting with User Groups/Rental Groups, Revisited*, AM. CAMP ASS'N (Feb. 2011), www.acacamps.org/resource-library/articles/contracting-user-groups-revisited; and MARSH RISK CONSULTING, BEST PRACTICES FOR HOSTING YOUTH CAMPS ON CAMPUS (June 2005), www.ucop.edu/risk-services/files/pubs/appendix_e.pdf.

[45] If the institution used tax-exempt bonds to construct facilities leased to a for-profit outside camp, the institution will want to follow its routine practices for third-party for-profit facility use. Practices might include, for example, reporting the use to the institution's treasury department or other monitoring entity.

[46] For additional details, see HIGHER EDUC. PRACTICE OF ARTHUR J. GALLAGHER & CO., MANAGING THE RISK OF MINORS ON CAMPUS 33-35 (2012), www.ajg.com/media/738585/ManagingRiskMinorsPaper.pdf.

[47] *Guidelines for Camps on Our Campuses*, FIVE COLLEGE CONSORTIUM, www.fivecolleges.edu/riskmgmt/insurance_thirdparty/camps (last visited Feb. 2, 2017).

[48] Office of Internal Audit, Fla. Int'l Univ., *Audit of Camps and Programs Offered to Minors* 16 (Jan. 30, 2015), <https://oia.fiu.edu/pdf/Audit%20of%20Camps%20and%20Programs%20Offered%20to%20Minors.pdf>.

[49] For the American Camp Association standards on staff screening, ratios, and training, see *ACA Standards That Relate to Staff Screening, Supervision, and Training*, AM. CAMP ASS'N, www.acacamps.org/resource-library/accreditation-standards/aca-standards-relate-staff-screening-supervision-training (last visited Feb. 2, 2017).

[50] See *Transportation – Issues and Laws for Camps*, AM. CAMP. ASS'N, <http://www.acacamps.org/resource-library/public-policy/transportation-issues-laws-camps> (last visited Feb. 2, 2017).

[51] See *Weiner v. Am. Cancer Soc'y*, No. 80308, 2002 WL 1265576 (Ohio Ct. App. June 6, 2002) (finding triable issues over compliance of camp owner, local Girl Scouts troop, and camp sponsor, the American Cancer Society, with their facility use agreement after fatal horseback riding accident at camp for children with cancer).

[52] See *State Laws and Regulations*, AM. CAMP ASS'N, www.acacamps.org/resource-library/state-laws-regulations (last visited Feb. 2, 2017).

[53] See NAT'L COLLEGIATE ATHLETIC ASS'N, *DIVISION I MANUAL 2016-2017* § 13.12 (Aug. 2016), <http://www.ncaapublications.com/productdownloads/D117.pdf>.

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