

Yorktown Recreation Adventure Camp Waiver Packet 2016

To participate in certain trips a waiver is required. If waivers are not completed by parent/guardian the camper will not be allowed to participate on trip.

All necessary waivers/forms are to be returned to the Yorktown Recreation Office by Friday, June 17th.

CAMPERS NAME _____ CAMP: ADVENTURE SESSION: _____

Complete

All Campers:

Yorktown Recreation Discipline Policy (3 pages)	
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Week One Trips that NEED Waivers:

None

Week Two Trip That NEED Waiver:

Thursday 7/14 – The Adventure Park (Online- Submit Email Confirmation)	
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Week Three Trips that NEED Waivers:

Thursday 7/21 – Brownstone Exploration & Discovery Park (2 pages)	
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Week Four Trip that NEED Waiver:

None

Yorktown Recreation
176 Granite Springs Rd
Yorktown Heights, NY 10598
914-245-4650
ypr@yorktownny.org

Town of Yorktown Parks & Recreation

Camp Program

Camp Discipline Policy

Purpose:

At times, disciplinary action may be necessary in order to ensure the safety of campers and staff. When identifying a situation that requires disciplinary action, implementing a fair and reasonable solution not only provides protection of health and ensures the safety of camp participants, but also supports the Mission to create an enriched environment for all campers.

Establishing a course of action:

Disciplinary action will be in response to any one of the following:

1. Camper's repeated refusal to follow the instructions of Counselors/Directors.
2. Camper's verbal abuse of a staff person or another camper.
3. Camper's striking, biting, kicking or physically abusing a staff person or fellow camper.
4. Intentional damage or taking of private property.
5. Repeated instigation or physical or mental aggression.
6. Behavior that puts the camper and others in a hazardous situation.
7. Leaving the group without permission from Counselors/Directors.
8. Any form of behavior that a Counselor/Director finds inappropriate or an unreasonable standard of camp behavior.

Behavior:

All campers must be **mature and acknowledge their responsibility for their own behavior**, as well as their own property. Additionally, campers must **acknowledge their understanding of the rights and property of others**.

There is to be **no excessive horseplay, loudness, and unruly or abusive language**. There will be **no physical or emotional abuse, such as hitting, punching, taunting or verbal bashing**.

It is to be expected that campers will **pay attention and follow the rules and regulations in place with regard to all facilities and areas of camp**. **VIOLATORS OF THE RULES AND REGULATIONS RESULTS IN THE LOSS OF OPPORTUNITY TO PARTICIPATE IN FUTURE CAMP PROGRAMS AND ACTIVITIES AND/OR AN IMMEDIATE RETURN HOME UNDER PARENTAL RESPONSIBILITY WITH NO REFUND OF FEES PAID**. Decisions are at the discretion of the Camp Supervisor, Camp Director, Assistant Director or the Recreation Administration.

Policy:

In determining a camper in need of Disciplinary Action, the following steps will be implemented:

1. Verbal warning to the camper (including an explanation).
2. Verbal conversation with parent(s) by phone or by appointment.
3. Meeting with camper and parent(s) to discuss the situation **prior to continued attendance.**
4. Dismissal from camp **without refund.**

As incidents are reviewed individually, some may warrant **more serious disciplinary action.** The Camp Directors and The Town of Yorktown Parks and Recreation Department **reserve the right to bypass the above-mentioned policy/procedure and dismiss or suspend a camper from the program without refund.**

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE RECREATION OFFICE AT 245-4650 BETWEEN THE HOURS OF 8:30AM TO 4:30PM.

**Town of Yorktown Parks and Recreation Department
176 Granite Springs Road
Yorktown Heights, NY 10598**

Yorktown

Department of Parks and Recreation

Superintendent
Brian Gray

Assistant Superintendent
Todd Orlovski

Assistant Superintendent
Erin Mantz

March 2016

To Camp Parents/Participants:

This letter is to confirm that both the parent/guardian and camper have read the Camp's Disciplinary Policy and understand the policies and procedures set forth by the administration of the camps. By signing below, you agree to adhere to the appropriate standards of behavior that provide a safe and enriched environment for campers and staff. Furthermore you accept the actions that will take place in response to a camper not abiding by the policies and procedures of the Yorktown Camp Program.

Thank you for your cooperation, and I hope you enjoy this summer's activities!

Best wishes,

Erin Mantz
Assistant Superintendent

This document should be signed by both parent/guardian and camper then returned no later than Friday, June 17, 2016.

Acknowledged and Accepted By:

Camper

Date

Parent/Guardian

Date

Camp Attending

**The Adventure Park at the Discovery Museum
Bridgeport, CT**

Travel/Adventure Trip- July 21, 2016

Online Waiver Only

Please log onto:

<http://www.discoveryadventurepark.org/>

- At the top of the page place your mouse over "General Admission"
- Click "Liability Waiver"
- Click link to access liability waiver
- Complete waiver/ required fields
- Log into email and confirm email address
- Print Email Confirmation and submit to YPR

-Or-

<https://www.smartwaiver.com/w/53165f038111b/web/>

- Complete waiver/ required fields
- Log into email and confirm email address
- Print Email Confirmation and submit to YPR

***Confirmation e-mail MUST be submitted to Recreation Office.
You may also forward the email to ypr@yorktownny.org***

BROWNSTONE EXPLORATION & DISCOVERY PARK, LLC

Participant's Name: _____ Emergency Contact: _____
Address: _____ Emergency Phone #: _____
City, State, Zip: _____ Scuba Divers #: N/A
Telephone Number: _____ Type of Certification: N/A
E-mail address: _____ Certifying Agency: N/A

Add me to the Brownstone Park e-mail list so I can receive news and special offers from the park.

ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS & ARBITRATION AGREEMENT

In consideration of being allowed to use the facilities and participate in programs and events ("Programs) operated by **BROWNSTONE EXPLORATION & DISCOVERY PARK, LLC** (the "Host"), the Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- a) **TO WAIVE ALL CLAIMS** that they have or may have against the Host arising out of the inherent risks of participating in the Programs;
- b) **TO ASSUME ALL RISKS INHERENT IN PARTICIPATING IN THE PROGRAMS;** and
- c) **TO RELEASE** the Host, its owners, affiliates, officers, directors, employees, agents, and shareholders, from all liability for any loss, damage, injury, or expense that the Participant (or his/her next of kin) may suffer, arising out of the inherent risks of participation in the Programs, which include, but are not limited to, the instruction received while participating in the Programs.

Arbitration

The Participant hereby agrees to submit any dispute arising from participation in the Programs to arbitration, for the sole purpose of determining whether the alleged injury arises from a risk inherent in the Programs. For such disputes, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the "Panel"), to be chosen by the party-appointed arbitrators. In the event that the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court, for the District of Connecticut. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators, and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in West Hartford, Connecticut and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. **In the event that the Panel determines the alleged injury arises from a risk inherent in the Participant's participation in the Programs, the claim shall be deemed barred, as a matter of law, and the Participant shall be barred from recovering any compensation from the Host.** In the event that the Panel determines the alleged injury did not arise from a risk inherent in the Programs, the Participant shall proceed to the Superior Court of Connecticut, or if appropriate, the United States District Court, for the District of Connecticut, for a trial *de novo*.

Photography/Videography Release

Participant hereby grants to the Host, its representatives, and employees the right to take **photographs and video of Participant** in connection with Participant's participation in the Programs. Participant hereby authorizes the Host to copyright, use, and publish the same in print and/or electronically. Participant hereby agrees that the Host may use such photographs and video of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

Personal Responsibility

The Participant certifies that he/she has no physical or mental condition that precludes him/her from participating in the Programs and that he/she is not participating against medical advice.

If helmets are recommended for use while participating in the Programs, and Participant chooses not to wear a helmet, he/she does so at his/her own risk and accepts full responsibility for any injury that results.

The Participant understands that his/her participation in the Programs is voluntary and further understands that he/she has the opportunity to inspect the Host's equipment and location before any participation.

The Participant understands that he/she is obligated to follow the rules of the Programs and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings.

If, while participating in the Programs, the Participant observes any unusual hazard, which he/she believes jeopardizes his/her personal safety or that of others, he/she will remove himself/herself from participation in the Programs and immediately bring said hazard to the attention of the Host.

I, _____ (parent/legal guardian), hereby agree that I will explain to my child that the risk of injury while participating in the Programs can be reduced by following the rules and through the use of *common sense* and *good judgment*.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the State of Connecticut, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

I/WE HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE NOT CHANGED IT ORALLY, AND SIGN IT VOLUNTARILY.

Parents or Guardians must also sign if the Participant is UNDER 18.

Participant's Signature: _____

Date: _____

Parent/Guardian Signature: _____

Date: _____

Brownstone Exploration and Discovery Park
161 Brownstone Ave, Portland, CT 06480
T: 866-860-0208 F: 860-342-5017