



# Trail Blazers - Conservancy Camp

## Terms and Conditions

### **Enrolling Your Child**

Enrollment in Trail Blazers - Conservancy Camp is done through the Trail Blazers online registration system. Questions regarding program availability, enrollment, or waitlists should be directed to the Trail Blazers registration team at [registration@trailblazers.org](mailto:registration@trailblazers.org) or 212-529-5113.

There is a pre-summer schedule of information sessions and open houses for Trail Blazers' summer overnight and day camps that families are encouraged, but not required, to attend.

### **Securing Your Child's Place in Your Trail Blazers program**

Your child's enrollment is not considered complete until a 30% non-refundable deposit payment has been made towards their program. This deposit amount varies by program. All school break camp programs must be paid for in full at the time of enrollment. A 5% administrative fee is added to all program selections.

All required forms must be submitted by the applicable deadlines. Trail Blazers reserves the right to cancel programs at any time.

### **Payment Plans**

The availability of payment plans varies by program. Information about program payment expectations is given at the time of registration. By registering for a Trail Blazers program, you are acknowledging the payment expectations for your particular program, and agreeing to abide by those expectations.



We are willing to offer individualized payment plans insofar as our administrative capacity allows. We require that families demonstrate intent to pay and reserve the right to revoke scholarships from families who neither demonstrate intent to pay nor communicate changing circumstances with the registration office.

### **Pricing, Tiers, and Scholarships**

We believe that outdoor adventures and play should be available to all, regardless of ability to pay. We offer tier discounts to families at all income levels, and aim to remove as many barriers as possible from the process of paying for Trail Blazers programs.

During registration, families are asked to select a tier that best reflects their household's financial situation, and will receive a discount code based on their selection. We do not ask for proof of income. Tier tuition discounts and scholarships require completion of all forms, which may include the USDA Summer Food Service Form; without completion of this form, the program will be charged at full price. In our pursuit of creating a program that is equitable and accessible to all, we intentionally plan for and hold spots for campers in each of our tier levels.

Limited additional scholarships and program adjustments are available; amounts vary based on the program. Families for whom the program cost remains out of reach are asked to contact the Trail Blazers registration team at [registration@trailblazers.org](mailto:registration@trailblazers.org) or 212-529-5113 for a supplemental scholarship request form. It is the responsibility of the parent/guardian to apply within two weeks of registering for your program if additional scholarship assistance is required, otherwise it will be assumed that you intend to pay the total amount as per your self-selected tier.



## Refunds and Cancellations

This policy has been updated to reflect the operational and financial realities of operating our program, and aims to strike the right balance between ensuring the financial stability of the organization, our ability to support and underwrite families who need it most, and prepare for the summer in the most effective way.

Please note: Preparing for camp programs is a year-long endeavor, with a full time team working to prepare safe and exciting camping experiences. Our refund policy reflects the expenses associated with this.

- Programs must be paid in full by May 1, or upon enrollment if registering after that date. All programs require a 30% non-refundable deposit to hold your spot.
- Cancellations before May 1 will receive a full refund of the refundable portion.
- Cancellations after May 1, but at least 2 weeks before the start of your camp session, will receive a 50% refund of the refundable portion.
- There will be no refunds for cancellations within 2 weeks of the start of your camp session.
- Transfer from one session to another will be charged a fee of \$10 per transfer.
- The \$25 program merchandise fee, if applicable, is non-refundable after your child has begun the program.
- We are beholden to CDC and DOH directives for our program operations. So long as we are granted permission to operate, and in our judgment are able to do so with minimized risk, our programs will continue to run. In the event that Trail Blazers programs are cancelled, the 30% non-refundable portion remains; the remaining 70% of the program cost will be prorated based on the number of days operated.
- Refunds may take up to 3 months to process.



## Consent to Participate

I hereby consent to my child attending Trail Blazers on the agreed dates. I also grant permission for my child to participate in trips when included as part of their described program using such means of transportation as deemed necessary by Trail Blazers.

I understand that this program may include activities that have inherent risk, including active games, outdoor pursuits, and/or aquatic activities, as well as activities specific to chosen programs. These pursuits may include but are not limited to hiking, fire building, wood shop, high ropes, and outdoor cooking; aquatic, lake-based activities, including but not limited to swimming, canoeing, and fishing; running on blacktop, pavement, or grassy areas with uneven ground; adventure-based pursuits, including use of a low ropes challenge course, which by definition is a series of group and individual challenges constructed of ropes, cables, wood, tires and either telephone poles or trees. All staff are trained and/or certified to facilitate these activities.

In consideration of allowing my child to participate in a Trail Blazers program, I agree that, to the fullest extent permitted by applicable law, I shall defend, indemnify and hold Trail Blazers, its agents, officers, employees and directors (collectively, the "Trail Blazer Parties"), Brooklyn Bridge Park Conservancy (Conservancy), Brooklyn Bridge Park Corporation (BBP), the Brooklyn Bridge Park Development Corporation, the Empire State Development Corporation, the City of New York, the State of New York (collectively, the "Protected Entities") and their respective agents, officers, employees and directors (collectively, the "Protected Parties") and Conservancy, its agents, officers, employees and directors (collectively, the "Conservancy Parties") harmless from any liability arising out of or based upon any bodily injury or property damage which may be sustained by my child while participating in such program, and against any and all claims, actions, causes of action, damages, loss and liability, including costs and expenses, legal and otherwise, and statutory or administrative fines, penalties, or forfeitures ("Damages"), which, in whole or in part, arise from, relate to, or are connected with the negligence, gross negligence or misconduct of the Trail Blazers Parties, the Protected Parties and the



Conservancy Parties or any other of its employees in the performance of its obligations hereunder.

## ADDENDUM

### COVID Waiver for Participation

#### **Minor Participant Waiver, Release, Indemnification of All Claims & Covenant Not to Sue**

**NOTICE: THIS IS A LEGALLY BINDING AGREEMENT.** Read this document carefully and in entirety. By signing this agreement, you give up your right and the named minor's right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of the named minor's participation in the Trail Blazers - Conservancy Camp Program, now or any time in the future.

#### **Acknowledgment of Risk**

I, in my legal capacity as the parent/guardian of the minor named below, do hereby acknowledge and agree that participation in **Trail Blazers - Conservancy Camp** activities comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with Trail Blazers - Conservancy Camp participation, including but in no way limited to: (1) slips, trips, and falls, (2) personal injuries (including, without limitation, aquatic injuries and athletic injuries), (3) severe illness (including, without limitation, exposure to and infection with viruses or bacteria), and (4) permanent disability and death. I further acknowledge that the preceding list is not inclusive of all possible risks associated with Trail Blazers - Conservancy Camp participation and that said list in no way limits the operation of this Agreement.

#### **Coronavirus / COVID-19 Warning & Disclaimer**

Coronavirus, COVID-19 is an **extremely contagious** virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a means to prevent the spread of the virus. **COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in Trail Blazers - Conservancy Camp or accessing Trail Blazers - Conservancy Camp facilities could increase the risk of contracting COVID-19.**



Trail Blazers - Conservancy Camp in no way warrants that COVID-19 infection will not occur through participation in Trail Blazers - Conservancy Camp programs or accessing Trail Blazers - Conservancy Camp facilities. It is not possible to prevent the presence of the disease. Therefore, if you choose to participate in Trail Blazers - Conservancy Camp programs and/or access Trail Blazers - Conservancy Camp facilities, you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

### **Waiver, Release, Indemnification & Covenant Not to Sue**

In consideration of my camper's participation in Trail Blazers - Conservancy Camp I HEREBY DO RELEASE Trail Blazers - Conservancy Camp, its owners, officers, directors, managers, employees, volunteers, agents, representatives and insurers ("Releasees") from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, the named minor, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against Trail Blazers - Conservancy Camp on account of personal injury, illness (including, without limitation, exposure, infection, and/or spread of COVID-19), property damage, death or accident of any kind, arising out of or in any way related to the use of Trail Blazers - Conservancy Camp facilities/equipment or participation in Trail Blazers - Conservancy Camp programs, whether that participation is supervised or unsupervised, however the injury, illness, or damage occurs, including, but not limited to the negligence of Releasees.

In consideration of the named minor's participation in Trail Blazers - Conservancy Camp, I, the undersigned parent/guardian of the named minor, agree to INDEMNIFY AND HOLD HARMLESS Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to the named minor's Trail Blazers - Conservancy Camp participation and agree not to bring or commence any such causes of action, claims or demands or assign my rights to do so to any other person.



I hereby certify on behalf of myself and the named minor that I have full knowledge of the nature and extent of the risks inherent in the Trail Blazers - Conservancy Camp participation and that I, on behalf of myself and the named minor, am voluntarily assuming said risks, including, but not limited to, the risk of contracting COVID-19 for myself and/or the named minor in order to participate in Trail Blazers - Conservancy Camp programs and/or access Trail Blazers - Conservancy Camp facilities. These activities are of such value to me and/or the named minor, that I accept the risk of personal injury, illness (including, without limitation, exposure, infection, and/or spread of COVID-19), property damage, death or accident of any kind, in order to participate in Trail Blazers - Conservancy Camp and/or access Trail Blazers - Conservancy Camp facilities in person. I understand that I and the named minor will be solely responsible for any loss or damage, including personal injury, property damage, illness or death, that I or the named minor sustains while participating in Trail Blazers - Conservancy Camp and that by signing this agreement I, on behalf of myself and the named minor, HEREBY RELEASE Releasees of all liability for such loss, damage, illness or death. I further certify that the named minor is in good health and has no conditions or impairments which would preclude his/her safe participation in the Trail Blazers - Conservancy Camp and, to the best of my knowledge, neither I nor the named minor is infected by COVID-19 or is exhibiting symptoms common associated with COVID-19 such as fever, coughing, difficulty breathing, headache, sore throat, nausea or diarrhea.



I further certify that I am of lawful age (18 years or older) and otherwise legally competent to sign this agreement, and that I have legal capacity to act as the parent/guardian of the named minor. I further understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read it, of my own free will.



## Release of Personal Information

I hereby authorize Trail Blazers to release to the Brooklyn Bridge Park Conservancy ("the Conservancy") only the following information:

- My family name
- My primary family address
- My primary phone number
- My primary email address

, for the expressed purpose of:

- Information dissemination by the Conservancy about its programs.
- Solicitation efforts by the Conservancy.

The Conservancy is not authorized to further release this personal information without the further written permission of the individual that the information is about.

I hereby give my consent for the release and use of the specified personal information and purpose and I declare this consent has been given voluntarily. I understand I can inform the Conservancy if and when I wish to opt out of receiving any information or solicitation.



## Behavior Management

We want to help each of our campers to be successful in their program. Our campers' physical and emotional safety will always be our number one priority. We are proactive in our behavior management approach by setting expectations for behavior, providing explanations, and keeping group rules simple. Another proactive step we take is a hallmark of all Trail Blazers programs, and that is learning about all of our campers, building relationships with them, and helping them build relationships with each other. We seek to accommodate individual needs and to problem solve with children and their caregivers so that everyone can have an amazing experience in their program.

Everyone has days that are more challenging than others. We know that when a child is presenting with unwanted or difficult behavior, it is often driven by an underlying unmet need. We seek to identify and fill that need whenever possible. The behavior management strategies we use include:

- Positive praise: pointing out and praising desirable behaviors
- Redirection: offering an alternative behavior or choice
- Reminder of expectations: this may serve as a warning before other consequences
- Problem solving: a staff member intervenes to help the child think through alternate options for their behavior, and perhaps work together to determine a logical consequence
- Logical consequences: a staff member may remove or restrict an object temporarily; for example, a child persistent in throwing art supplies after a reminder may need to sit out for a short period of time
- Taking space: allowing the child to relax and calm down in a safe space away from peers, with or near a grown up

Whenever campers must be removed from the group, they will be welcomed back with kindness.



In instances of repeated inappropriate behavior, the parent and program leader might collaborate on a plan and timeline for addressing the behavior. If the behavior continues after the plan has been implemented, parents may be asked to pick their child up immediately, or to keep the child home from the program for one or two days. If the behavior continues, parents may be asked to withdraw their child.

Certain behaviors may result in the immediate dismissal of a camper. These behaviors include anything that presents a significant danger to the child or others, intentionally running away, or purposeful property damage.

Children who are requested to withdraw from the program are welcome to enroll in future sessions. We believe that children learn and grow, and that everyone deserves a second chance.