



## CULTIVATING CONNECTION

TO FARM, FOREST, WATER AND EACH OTHER

[www.thecrestatwillowwitt.org](http://www.thecrestatwillowwitt.org)

### Summer 2022 Nature Day Camp Policies

#### RELEASE AND WAIVER OF LIABILITY

This Release and Waiver of Liability (the "Release") is executed on the date indicated below, by the parent or legal guardian of the minor whose name is indicated below ("Minor") in favor of The Crest, and their respective directors, officers, employees, agents, shareholder, and affiliates (collectively, "The Crest"). The minor desires to participate in camp activities, at The Crest and engage in the activities related to being a participant at camp at The Crest. In consideration for participating, both Minor and Guardian hereby freely and voluntarily, without duress, execute this Release under the following terms:

- **Guardian Status.** By my signature below, I attest that I am the parent or legal guardian of the Minor named in this Waiver and Release, and that I have the authority to execute this Waiver and Release on behalf of the Minor.
- **Waiver and Release.** The Guardian releases and forever discharges and holds harmless The Crest and their respective shareholders, directors, officers, employees, agents, affiliates, successors and assigns from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the Minor's time at The Crest. The Guardian understands and acknowledges that this Release discharges The Crest from any liability or claim that Guardian and Minor may have against The Crest with respect of bodily injury, personal injury, illness, death, or property damage that may result from activities at The Crest camps. It is also understood that The Crest does not assume any responsibility for or obligation to provide financial assistance or other assistance to the Minor, including but not limited to medical, health or disability insurance in the event of injury, illness, death or property damage.
- **Insurance.** The Guardian and Minor each understand that we expressly waive any such claim for compensation or liability on the part of The Crest beyond what may be offered voluntarily and freely by the representative of The Crest, in its sole discretion in the event of such injury or medical expense.

- **Medical Treatment.** The Guardian hereby releases and forever discharges The Crest from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during the Minor's time at The Crest.
- **Assumption of Risk and Indemnification.** The Guardian understands that the Minor's time with The Crest may include activities that may be hazardous to the Minor including, but not limited to, fast running, climbing trees, hiking on hilly and uneven trails, working with (non-motorized) garden tools, and animals. We recognize and understand the Minor's activities at The Crest may, in some situations, involve activities which can pose risk of harm or injury to the Minor. As the Guardian for the said Minor, I hereby expressly assume the risk of injury or harm in these activities and release The Crest from all liability for injury, illness, death or property damage resulting from the Minor's activities or the Minor's time at The Crest. Guardian and Minor agree that if anyone makes a claim against The Crest on behalf of Guardian or Minor, that Guardian and Minor agree to indemnify, save and hold harmless The Crest from any claim, including without limitation, loss, liability, damage or cost which may occur as a result of any such claim.
- **Photographic Release.** As the Guardian of said Minor, I grant and convey unto The Crest all right, title, and interest in all photographic images and video or audio recordings made by The Crest during the Minor's time with The Crest. If I have previously withheld right, title, and interest in all photographic images and video or audio recordings made by The Crest of the subject Minor, that will override this permission. The Crest will honor that requirement while the rest of this document remains in force.
- **Behavior.** As the Guardian of said Minor, I understand that the Minor's behavior at The Crest must comply with all rules and regulations during camp at The Crest.
- **Emergency Transportation.** The Guardian understands that, in the event of a medical emergency or natural disaster (such as wildfire, earthquake, or flood), The Crest may need to rush someone to a hospital emergency room, rather than relying on ambulance response, or immediately evacuate everyone in the area, rather than waiting for police or firefighters to arrive on site. The Guardian hereby releases and forever discharges The Crest from any claim whatsoever which arises or may hereafter arise on account of any accident or injury that occurs during evacuation or transportation in response to some emergency.

- Other. The Guardian and the Minor each expressly agree that this Release is intended to be as broad and inclusive as permitted by the State of Oregon and that this Release shall be governed by and interpreted in accordance with the laws of the State. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provision of this Release which shall continue to be enforceable.

### **COVID-19 ASSUMPTION OF RISK**

As the Guardian of said Minor, I acknowledge the contagious nature of the Coronavirus/COVID-19. I further understand The Crest has put in place preventative measures to reduce the spread of Coronavirus/COVID-19 and follows CDC and public health guidelines. By signing below, I agree that the minor must comply with all set procedures to reduce the spread while attending any programs. I further understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others.

### **SMOKE POLICY**

Camp will run, regardless of AQI levels. We cannot guarantee indoor, sealed and filtered lesson spaces. When the AQI reaches 101, we will provide KN95 masks. At AQI 200, campers and instructors will be required to wear KN95 masks. Strenuous physical activities will be curtailed. There may be days where indoor, sealed and filtered spaces are available. If parent(s) do not want to send their camper(s) on days when AQI levels reach above 100, they may request a refund, apply their paid tuition to another week, or donate the paid tuition as a tax-deductible donation to The Crest.

### **OOPS POLICY**

You have 48 hours from the time of purchase to cancel your registration with no penalty.

### **CANCELLATION POLICY**

The Crest has implemented the following cancellation policy based on the time, resources and staffing that go into planning a camp. We cannot recover these expenses if you cancel; cancellations on short notice also prevent others from attending. If you cancel for any reason:

- Cancellations made more than 10 days prior to the first day of camp will receive a refund, minus the \$50 non-refundable deposit. Payment in full is due 10 days prior to the start of each week's camp. Late payments will incur a \$25 fee.

- Early departure will not be refundable. Non-participation for individual days within the week will not be prorated.
- The Crest reserves the right to cancel camp at any time in the event of unforeseeable changes including mechanical issues, staffing shortages, low student enrollment, or Acts of God.

### **PAYMENT POLICY**

Payment in full is due 10 days prior to the start of each week's camp. A \$50 non-refundable deposit is required at time of registration to secure a spot for students. Late payments will incur a \$25 fee.

If you have any questions regarding our policies, please email us at [info@thecrestatwillowwitt.org](mailto:info@thecrestatwillowwitt.org)