

## ACCT's Accreditation Program and Practitioner Certification Challenge Standards: What Do They Mean to Camps?

Sylvia Dresser



Similar to the American Camp Association® (ACA), the Association for Challenge Course Technology (ACCT) offers an accreditation program. The ACCT Accreditation program is for challenge course vendors. ACCT also offers Practitioners Certification Challenge Standards. The ACCT Accreditation program should be of great interest to camps and programs that use challenge courses.

# CAMP THE CAMPLINE®

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Both ACA and ACCT hold a view toward excellence — excellence in camps and excellence in providing challenge course experiences.

The accreditation program administered by ACCT is one for companies offering challenge course services such as installation, inspection, training, and certification. Companies that have undergone this accreditation process are referred to as ACCT Professional Vendor Members (PVMs).

While both ACA and ACCT have standards, the audience for the two sets vary and the methods for implementation are different. ACA Standards are voted upon by the Council of Delegates and are accompanied by a date when the standards go into effect. They serve as the framework for the ACA-accreditation program and are used by many camps as guidelines for excellence in camp management.

ACCT standards are written as voluntary standards covering any challenge course. Enforcement might come from an outside source, such as an accreditation program or an insurance company's mandate. ACCT standards also regularly appear on attorneys' desks when an accident becomes a legal matter. ACCT standards do not have a date at which time they become an "effective" standard, outside of the date of publication. It may take some time after publication for anyone to reasonably expect a program to be in compliance with the new standards.

The latest standards issued by ACCT concern practitioner certification. These standards were published in June 2007 with a copy mailed to all ACCT members. They are available for purchase by nonmembers through ACCT at [www.acctinfo.org](http://www.acctinfo.org). These standards outline the way a practitioner certification program must be run including requirements for training and experience hours at Level 1 (intended for the entry level practitioner); Level 2 (the experienced practitioner); and the Challenge Course Manager (the experienced practitioner who also has management training). Certification will be issued by companies such as ACCT PVMs and not directly by ACCT. Although any certifying body may state that they follow the ACCT Standards, the only ones assessed against the standards for compliance are the ACCT PVMs.

Certification may also be issued in varying levels — site or system specific, one type of element only, or a full certification that is intended to travel with the practitioner from course to course. Each level of certification carries a different number of minimum training hours. The training and testing must cover

the Operations Standards relevant to that degree of certification and training and may take more hours than the minimum time stated. Because of the nature of the certification program, it may take two to three years for full implementation of the practitioner certification. It is not expected that all camps will have individuals who have completed the Practitioner Certification program for the 2008 camp season.

The type of training for camp staff who supervise a challenge course is something to be taken very seriously. We know anecdotally that equipment when used properly does not fail, and human error (sometimes attributable to lack of proper training) is the cause of most accidents on the challenge course. Training concerns cannot be taken lightly in this industry. A definite focus exists on challenge course "staff" being trained by a professional trainer in first generation training versus the often seen "in-house" training.

Both ACA and ACCT hold a view toward excellence — excellence in camps and excellence in providing challenge course experiences. The two organizations will continue with future collaborative efforts adding value in both arenas. ■

*Photo courtesy of Camp Howe, Goshen, Massachusetts.*

*Sylvia Dresser is the executive director of the Association for Challenge Course Technology (ACCT). For more information about ACCT, visit [www.acctinfo.org](http://www.acctinfo.org).*

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## Recommended Zip Line Procedures and Protocols

We've all seen it... from a Mountain Dew Commercial in the 1980s to a jail escape in "Tango and Cash" to a travel brochure color photo to a stunt on a reality TV show — The Zip Line.

While in the adventure community, zip lines made their first appearance in camps and outdoor centers in the late 1970s, there were several prototypes before then. Relying on a significant amount of engineering and construction knowledge from military set ups, the reflections on such first zip lines will send shivers down one's spine. From recycled meat processing line hooks and pulls to equipment that will support a gaggle of campers, hour on end, the "science" of the activity has grown.

As this adventure activity has grown, so has the perception of risk as well as potential liability. Below is a list of consistent messages that will need to be included in facilities risk management and zip line procedures and protocols. See how your camp "measures up!"

### **Proper training for facilitators of the zip line.**

Staff needs extensive hands-on guidance and periodic rechecks in order to run the zip line as it was intended. The meticulous details that need to be followed in running the zip line properly aren't something that can be picked up in the ten minutes or so prior to the group's arrival.

**Clear, enforced procedures for use at all times by all participants, regardless of whether the person is a camp or retreat participant or staff.**

The potential for accidents to occur on the zip line is much greater when staff "bend the rules" of use after hours... staff goofing off trying to create a new way for the fastest ride on the zip line or to get a pendulum, side-to-side descent.

### **Different zip; different operating procedures.**

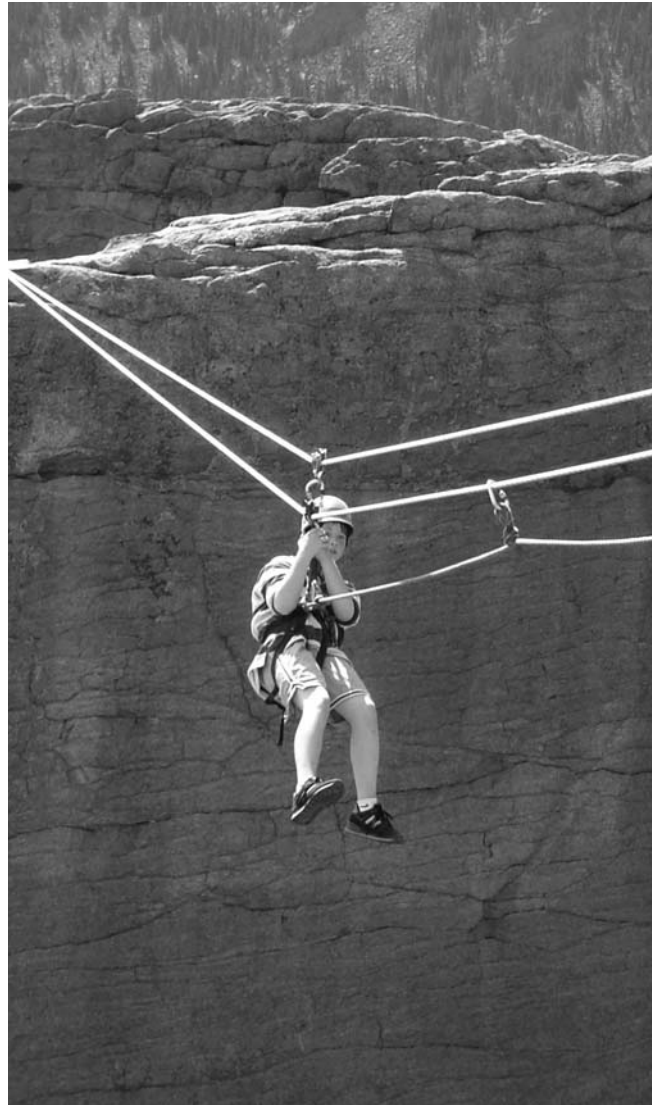
Zips over water and zip lines that are land-based are two different animals. Facilitators and participants need to clearly understand what the experience is going to be like... from body position needed to hit the water to the return of the zip lanyard to use of safety equipment.

### **Upkeep and maintenance of the zip corridor.**

Keep at least a 10-foot swath on each side of the cable that is free of trees, tree limbs, overhanging branches and additional new growth obstructions. In the zip's construction, this may have been done and should be maintained through periodic clearing.

**Adherence to industry standards in all aspects of the functioning of the zip line.**

There is no arguing that your zip line should be installed by a vendor that adheres to recognized industry standards, including height of platform, recommended equipment, depth of water needed, method to reach the starting point, etc. Adjusting the cable and attachment hardware, manipulating the equipment, fudging on the height suggested, etc. are only short cuts that in the long run can cause injury and life-threatening accidents to occur.



### **Diligent recordkeeping of use.**

From harnesses to belay ropes to the zip's cable use, facilities need a system that records participant's interaction with the activity. Most manufacturers have recommendations for length in exposure hours (time), age of equipment, or number of uses.

### **Special attention to the "critical points" of activity.**

Staff may fall into an assembly-line stupor when sending participants on the zip line one after the other after the other. Action must be taken to prevent staff members from "zoning out" while facilitating this or any adventure challenge.

Zip lines are a powerful addition to a camp's activity offerings. Proper training and retraining of staff, constant enforcement of the camp's policies and procedures, and upkeep of records, will keep your zip line a healthy part of your camp's program. ■

*Photo courtesy of Cheley Colorado Camps, Estes Park, Colorado.*

*Bobby Tod of Ropesworks, Inc., contributed content for this article.*

# Contracting With User Groups and Outside Providers: Legal and Practical Issues

By Charles R. (Reb) Gregg and Catherine Hansen-Stamp

## Introduction

Many camps<sup>1</sup> allow the use of their facilities by outside parties (user groups<sup>2</sup>)—that is, groups and individuals other than customary and traditional campers. These user groups and their events vary greatly—an afternoon wedding and reception, a corporate conference, a family reunion, or an extended stay by another outside group. Arrangements may call for not only the use of camp facilities but the services of camp employees, and participation in certain regular camp activities.

Camps also enter into relationships with outside contractors (providers<sup>3</sup>) to provide certain activities to the camp's campers—either on or off campus—that the camp does not provide through its own staff. Activities offered by outside providers might include horseback riding, river rafting, or climbing. Camps often seek the services of outside providers when they do not have equipment to provide a certain activity, and/or do not have staff trained to conduct the activity. Such arrangements can round out the quality of the campers' experiences at camp. In working with providers, the camp must exercise care in selecting the provider to investigate whether the provider has, for example, staff adequately trained to conduct the activity, the proper licensing, if required, and appropriate equipment to conduct the activity.<sup>4</sup> In addition, and among other things, the camp must assess and understand the details of services being provided, and clarify the responsibilities, and liabilities, of both camp and provider.

Significant challenges come with the benefits of allowing camp facilities to be used by others, and with using outside providers for certain services. In both cases, a clear and mutual understanding of the arrangement is critical.

This article addresses these two different arrangements and the elements to consider in a written agreement between a camp and user group or outside provider.<sup>5</sup> Thoughtful consideration in developing these agreements will hopefully maximize a quality experience and eliminate or greatly reduce surprises, disappointments . . . and liabilities.

## Importance of a Written Agreement

Use of a written agreement between camp and user group or provider is valuable for two basic reasons:

- a. It documents the parties' understanding of their respective responsibilities and important details of the arrangement before the event begins. This information exchange is good business—increasing the understanding between the parties, and hopefully minimizing the risk that incidents may occur during the event.
- b. It allows the parties to address their respective liability to each other, in the event of an incident during the program

or otherwise. Liabilities can arise in the event one party fails to perform some aspect of the agreement, or in the event of damage to the camp's property, or injury or death to a participant, staff member, or volunteer during the program.

The ACA-Accreditation Standards (ACA Standards) provide a general description of the camp/user group arrangement and note certain key provisions that should be addressed or considered (for accredited camps or those seeking accreditation).<sup>6</sup> In the introduction to several ACA Standards activity sections, the camp is directed to specific portions of those standards which will apply to arrangements made with outside providers.<sup>7</sup> The ACA foundational practices advise, importantly, that camps secure the services of legal counsel to advise the camp, as needed.<sup>8</sup> A camp entering into a user group, outside provider, or other contractual arrangement should work with informed legal counsel to craft a written agreement that takes into consideration the camp's specific arrangements with user groups or providers as well as relevant and applicable state law.

## Written Agreement—Relevant Components

One basic premise: the document—whether the camp is arranging with a user group or outside provider—should include the elements of an enforceable contract. These elements are generally: 1) a mutual agreement, a “meeting of the minds”; 2) consideration; 3) legal competency (that the parties are legally “competent” to contract—for example, age or mental capacity); and 4) that the purpose of the agreement is not prohibited by law. Courts will also consider whether there is equality of bargaining power (including freedom from coercion).

Consider the following key components in your written agreement:

### Title

The document should be titled accurately. Regarding user groups, the ACA Standards refer to “lease,” “rental,” or “use agreement or contract.” Another title used in these types of arrangements is “facilities use” agreement. An appropriate title for contracts with an outside provider might be “ABC Camp/[Organization] - Agreement for Services” or “ABC Camp: Independent Contractor Agreement.” Confer with your legal counsel to determine the most appropriate title for your document. The bottom line is that the title should reasonably describe the nature of the agreement, and not be misleading. Most importantly, of course, the contents of the document should accurately describe the agreement between the parties on the specific arrangement.

### Consideration

Consideration is something of value which is exchanged for a promise made. A contract without adequate consideration may be found unenforceable. Although value moving between the parties is usually apparent, it is customary to state that value. Consideration is often expressed as the “promises and covenants contained in (this) agreement, and other valuable consideration.” Part of the consideration is clearly the fee paid by the user group; or in the case of an outside provider, the fee paid by the camp to hire the provider.

## Defining Terms

It may be necessary or convenient to define, or at least clarify, terms used frequently in the document. A good example might be a definition of the parties and of the term “program” or “event”; in the case of user groups, a definition of the “property” or “facilities” to be used by the group.

## Brief Description of Event

Include a brief description of the event or activity; for example, the scheduled use by the third party or service to be performed by the provider. (This may also be reflected in an attachment.)

## Beginning and Ending Point of Event

The parties should also be clear regarding the actual beginning and ending point of the event. This serves to identify when each party’s respective responsibilities (in regard to the event) begin and end. For example, is the camp responsible for picking up a user group’s group at an airport or bus terminal? Will the camp be dropping its campers off at a designated spot where the outside provider’s activity begins? Consequently, does the event begin at the point of pick-up, drop-off, or otherwise? Sometimes, incidents occur in the travel phase—getting to and from the event location. Accurate identification of these details can be key.

## Responsibilities and Services Provided by Each Party

A clear description of the respective responsibilities of the parties is crucial to achieving a successful outcome, and providing a foundation for a logical and fair allocation of liability if something goes wrong. These sections of an agreement for user groups will likely be different than corresponding sections of an agreement with outside providers. However the general principles are the same and, will be described below.

When a camp offers its facilities to user groups and when it seeks outside services, a variety of activities, facilities, equipment, and tasks may be involved. In both situations, user groups and providers, the parties must agree, in advance and in writing, who is to do what, where, and with what accountability. This section of the written agreement can be broken down into “responsibilities and services provided” by each party.

### User Groups

By way of example, the parties must agree in advance what the user group will be doing; what facilities will be used (water front? climbing wall?); and what camp staff will be needed, either for logistical support (food, security, cleaning, medical, etc.) or for supervision, instruction, or coaching. What other services might be required — sleeping accommodations, meeting rooms, meals, transportation? How will special needs of the members of the user group be accommodated?

What portion of the premises will be available to the user group and what may be off limits? Some of these restrictions may be appropriately put in a rules and regulations section, addressed in the

Significant challenges come with the benefits of allowing camp facilities to be used by others, and with using outside providers for certain services. In both cases, a clear and mutual understanding of the arrangement is critical.

camp’s orientation for user groups, and/or in a release form signed by participants before the beginning of the event (see discussion of these concepts, below).

Who will be responsible for participant supervision—during organized or unorganized activities, free time, and night time? Both camp and user group may take on specific supervision responsibilities, which should be carefully described in the agreement.

Responsibility for medical issues will vary depending upon the nature of the activity or event.<sup>9</sup> Issues may include collection of pertinent medical or health information and screening, written consent to treat participants, provision of medical supplies, first aid, and emergency response. Respective responsibilities should be carefully addressed.

ACA Standards require that the user group participants attend a mandatory orientation at camp to understand the camp’s safety policies and regulations.<sup>10</sup> Such a requirement or an acceptable substitute (a brochure or memorandum) can be documented in the User Group Agreement.

The ACA Standards now require camps to inform user groups of “appropriate screening policies.”<sup>11</sup> One way to do this is to reference (and attach) the standard in the agreement and advise the user group that they should comply with those, as appropriate, before the start of the program. The ACA Standards also require camps to advise user groups of appropriate supervision ratios.<sup>12</sup>

Note that if the camp is going to allow the user group to independently conduct activities, the ACA Standards indicate that the camp, in providing user groups with the mandatory notification on conditions of use or restrictions for program activities, should comply, at a minimum, with the requirements placed upon the camp to conduct those same activities.<sup>13</sup>

Consider a “catch-all” provision — that any aspect of the event or use of camp property not specifically identified in the agreement is the responsibility of the user group — if appropriate.

### Outside Provider

If the camp has hired an outside provider to provide and supervise an activity for its campers, the majority of responsibilities will generally lie with the provider.<sup>14</sup>

What are the camp's responsibilities? Those could include pick-up and drop-off of campers to and from the provider's facility; delivery of camper contact information to the outside provider; and obtaining signatures on, and delivering to the outside provider, a copy of any participation form required by the outside provider before the trip begins. Importantly, if the camp is going to have a camp staff member attending the activity, the responsibilities of that staff member should be clearly outlined in the agreement (for example, a minimal supervisory role, versus assistance with, or supervision of, the provider's activity).<sup>15</sup>

Just as with user groups, the provider's responsibilities should be broken down into logical categories, with a catch-all provision if appropriate, as noted above. Specific provider responsibilities can include: provision of instructors and equipment, including any equipment required by the ACA Standards<sup>16</sup>; responsibility for all aspects of hiring staff, including any ACA staff screening requirements<sup>17</sup>; instruction and supervision of participants; participant orientation on safety issues, emergency response, etc.<sup>18</sup>; medical and emergency response<sup>19</sup>; proper licensing and permits to conduct all activities; site selection and inspection for activities.

Of particular concern are the ACA Standards' requirements for camps if they are using an outside provider to conduct the activity. The standards' introduction to each activity apply a portion of those standards in the event the camp is using a provider.<sup>20</sup> The camp must provide information to the provider about these ACA Standards and ask the provider to comply as appropriate, and in some cases, submit written documentation to the camp, to comply with accreditation site visit requirements.<sup>21</sup> Consider two alternatives here. The camp can draft separate contracts for each activity provider to address these varying requirements. Another option is to refer, in the written agreement, to the applicable standards (and include those as an attachment to the agreement). The camp can ask the provider to comply with those, as appropriate, and submit any required documentation x days before the start of the activity.

### **Damage to or Loss of Property**

Address any policy regarding user-group damage to camp property, cleaning of facilities before departure, and responsibility for loss or damage to user-group participants' property. If outside providers are using camp property to conduct the activity, these issues can also be addressed in the agreement.

### **Payment Terms, Including Required Deposit, Cancellation, and Refund**

This section of the agreement should contain a description of basic payment terms, including required deposit, cancellation, and refund.

### **Independent Contractor Relationship**

It is important to clarify in the agreement that the parties are independent of one another, and not acting as each other's agents or employees. Identifying this relationship between the parties is significant, as the parties want to conduct themselves independently, in order to respect each other's separate responsibilities and liabilities. The parties' words and conduct should be consistent with the written agreement, or liability may be expanded or changed. Work

with your legal counsel to understand these important concepts and to integrate appropriate language, consistent with applicable state law. Consider that the ACA Standards' requirements for camps regarding user groups and use of outside providers arguably push up against the independence of the contractor - an important point to keep in mind, and discuss with your legal counsel.

### **Camp Rules and Regulations**

In the case of user groups, the camps should include a description of pertinent camp rules and regulations in this section.

### **Participant Agreements**

Depending upon the duration of the stay, activities, and exposure to hazards, the camp may insist on individual participant agreements from members of the user group.<sup>22</sup> It may be appropriate to ask the user group (in the written agreement) to be in charge of obtaining participant (and parent/s of minors) signatures on these forms, and returning those to the camp, sometime before the start of the event. If the camp is using an outside provider, the provider may require campers (and parent/s of minors) to sign the provider's participation agreement. In these cases, the camp should arrange to have those forms ahead of time to distribute to camper families.

### **Insurance Requirements**

Customarily the camp will require the user group or outside provider to have or obtain liability insurance for the event or activity, and, in addition, may require that the camp be named an additional insured on that policy. The camp should seek the advice of legal counsel and a trusted insurance professional regarding the protection afforded by the policy and its endorsement. The camp should insist on seeing a copy of the endorsement, before the start of the event or activity. Requiring insurance is an important way to back up the user group's indemnity obligation (see below). Importantly, the camp should communicate with its own liability insurance representative to assure that its activities with user groups or providers are properly understood and covered by the camp's existing policy.

### **Liability Issues**

The document should also reflect the parties' agreement regarding legal responsibility, in the event of an injury or other loss. Outside providers will generally be in charge of supervision and conduct of the activity, and thus take on that responsibility. In the case of user groups, if the agreement assigns the responsibility for conduct and supervision of activities to the user group, they should agree to take responsibility for any injury arising from those activities. Thus, the agreement should provide that the user group/provider indemnifies (protects and defends, including the payment of any liabilities, costs and attorneys' fees, etc.) the camp (and its owners, staff, etc.) from any claim against the camp because of such injury. In the case of a user group, the camp, correspondingly, may accept legal responsibility for claims arising from aspects of the event assigned to it—for example, during times when the camp has agreed to supervise a backpacking trip or use of the camp climbing wall (the concept of cross-indemnity). This concept of indemnity

is common throughout the United States and is a means by which parties may allocate legal responsibility between themselves. Work with your legal counsel to assist you in crafting these provisions, consistent with applicable state law.

### Other Provisions

Other important provisions might include:

1. How or under what circumstances the agreement might be terminated;
2. A severability clause, describing that a provision found unenforceable shall not invalidate the remaining provisions of the agreement;
3. A provision describing that this is the entire agreement between the parties;
4. A provision specifying which state's law will be applied to the agreement;
5. A provision calling for mediation and determining costs to be born by the parties, in the event of a dispute; and
6. A provision describing that each party should have workers' compensation insurance for their respective employees, as required by law.

### Parties' Signatures and Date

A place for the parties' signatures and date, potentially prefaced with a statement that the parties have read and understand the agreement, as well as the parties' acknowledgment that the agreement is binding upon them.

## Conclusion

A camp should approach the variety of arrangements it may enter into with user groups and outside providers in the same pragmatic and thoughtful way that it organizes and manages its mainstream camp programs. Consider these issues carefully with your lawyer and insurance representative, and develop a written agreement that clearly and accurately reflects arrangements that your organization enters into. Doing so will not only clarify the understanding between the camp and user group or provider, but hopefully, minimize the risk of incidents, and decrease potential legal exposure. ■

***This article contains general information only and is not intended to provide specific legal advice. Camps should consult with a licensed attorney, experienced in recreation and adventure law, regarding application of relevant state and federal laws and issues specific to their business or operation.***

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### References (Endnotes)

- <sup>1</sup> 'Camps' includes both accredited or non-accredited camps. However, when we discuss ACA Standards requirements in this article, we are referring to accredited camps.
- <sup>2</sup> "User Group" is the term used in the *ACA-Accreditation Standards for Camp Programs and Services, 2006* ('ACA Standards'), to collectively define these outside parties (see, e.g., p. 19, 22 and 303).
- <sup>3</sup> "Staffed public facility or provider" is the term used in the ACA Standards to define these outside providers (see p. 304). These can include facilities that are not on the campsite (like a public pool), or outside contractors who are hired by the camp to supervise and provide an activity to the camp's campers (which can occur either on or off the camp premises). We will focus on the latter – and generally those providers operating off the camp premises.
- <sup>4</sup> The ACA Standards recognize the importance of this due diligence; see, e.g., PD 28, PC 16 and PH 16.
- <sup>5</sup> ACA foundational practices recognize the value of written contracts for these various arrangements. ACA Foundational Standards, PD bullet 1, p. 28 (contracts with outside providers), and ACA Standards OM 18-19, (contracts with user groups).
- <sup>6</sup> See, generally, note 5.
- <sup>7</sup> See introductions, e.g., for sections PD, PA, PC and PH. Aquatics activities are merged into trip and travel program standards for those camps that conduct only on a trip and travel basis (see introduction to PA).
- <sup>8</sup> ACA foundational practice OM, bullet 4, p. 27 and OM 1.
- <sup>9</sup> See ACA Standards, HW 23 - 25.
- <sup>10</sup> See ACA Standards, PD 5, PD 20, and OM 8.
- <sup>11</sup> HR4 Staff Screening is, in part, a mandatory standard for camps. The standard was altered slightly, in an ACA published Interpretation dated 3/6/07, to soften the requirements to simply require camps to "advise leaders of user groups of appropriate screening policies."
- <sup>12</sup> ACA Standards, HR 9.
- <sup>13</sup> PD 5. The introductions to various ACA activity sections are a bit softer, and note that camps allowing user groups to conduct their own activities, should be advised of any "requirements or conditions" on the conduct of those activities and that the ACA Standards be used as "guidelines" for those conditions. (see introductions, e.g.: (PD), (PA), (slightly different wording), (PC), (PH)).
- <sup>14</sup> Responsibilities may vary if the outside provider conducts the activity on the camp's premises, or the camp is teaming up somehow to conduct an activity with the outside provider (these arrangements are outside the scope of this article).
- <sup>15</sup> Correspondingly, ACA Standards require that camps have written documentation of their staff member's roles when working with outside providers. See, e.g., PC 17, PH 17, and PD 29.
- <sup>16</sup> E.g., ACA requirements for helmets, PH-15 (horseback riding), or for PFDs (PA 32 and PT 18) (aquatic).
- <sup>17</sup> See note 11, above, discussing HR 4 and the March, 2006 interpretation. It appears that HR 4A is mandatory for a camp provider ("contracted" staff) that may have "unsupervised access to children."
- <sup>18</sup> As per specific activity requirements, see, e.g., PD 20, PC 13, PH 12, and PA 33.
- <sup>19</sup> The particular activity appears to dictate some requirements for outside providers, unless the camp chooses to meet these needs with their own staff (see, e.g., PC 12, PH 13 and accompanying interpretations)
- <sup>20</sup> See text and note 7, above. For example, PC 12-17 apply when a camp is using an outside provider to conduct Program Adventure/Challenge activities.
- <sup>21</sup> See, e.g., PH 11 and 12.
- <sup>22</sup> These forms can provide the camp with another layer of liability protection (in addition to the user group's indemnity agreement/insurance) in appropriate cases, as well as serve as a productive way to relay important information to user-group participants.



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