

THE CAMPLINE

Providing Camp-Specific Knowledge on Legal, Legislative, and Risk Management Issues

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ADULT CAMP GROUPS AT YOUR CAMP: LOOK BEFORE YOU LEAP

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I. Introduction



The offering of an all-adult camp in a traditional youth camp setting is a relatively new, and potentially lucrative trend for off-season use of a camp. Adult campers are not a new phenomenon. Camps, whether accredited by the American Camp Association (ACA) or not, have been directly offering family or special group camping experiences or renting their facilities and providing camp staff for predominantly adult groups — including weddings, reunions and corporate retreats — for a long time. Currently trending, however, is a camp experience which offers, in addition to some traditional camp activities, clearly adult recreation and entertainment, including free-flowing alcohol, uninhibited “swinging singles” social interaction among adults, adult games and the absence of any announced rules or restrictions on behavior. Organizations seeking to rent camp facilities for these purposes may offer significant revenue opportunities to camps agreeable to hosting these groups.

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The following were taken randomly from Web sites of “adult camp” organizations specializing in bringing groups of (usually young) adults to a camp’s premises, as well as from media articles about those organizations’ activities:

- *“Games of Capture the Flag coexist with an open bar all weekend long as you’ll laugh louder, play harder and dance more exuberantly than you have in years.”*
- *“Like a kid again, but this time with booze.”*
- *“Without the curfews, roll calls, and single sleeping bunks.”*
- *“Now replace the kids with adults — and change the swims to bikini volleyball, the bug juice to booze, the sing-alongs to dance parties and those lights-out chats to sexy pillow talk.”*
- *“Dance parties with open bars.”*

In fairness, while many websites emphasize the “no rules and party time” experience, others are as clear in emphasizing a return to “the camp we all remember,” a healthy opportunity to escape from the rat-race of the work week (“digital detox”), and/or prohibit alcohol and engage in some regulation of adult camper conduct. These camps represent an effort to capture the adult camp experience via wholesome and healthy back-to-nature outdoor activities, offer solitude, and re-create that magical “camp” time. Others are likely somewhere in between.

While some camps may offer their own “adult camp” (presenting some of the same concerns), the focus of this article is a camp’s rental to an organization, not affiliated with the host camp, which promotes and organizes adult camps in one or more areas of the country. The host camp is rarely identified in the organization’s marketing materials, recognizing a sensitivity, perhaps, to some of the issues we describe below. These organizations solicit adult campers, contract for the use of a camp, and provide some services (transportation from a common point, medical care, and security, for example). The organization will exercise varying degrees of control in managing campers’ scheduled and unscheduled activities. The organization may place its representatives in the cabins (which may be co-ed) and may use its security personnel to control movement about the camp after hours. Thoughtful management may supply “quiet cabins” or other alternate facilities for adult campers who choose a more restrained level of participation or social interaction. The host camp furnishes its facilities and likely provides meals and some camp staff facilitation, instruction, and/or supervision of certain camp activities.

Persons familiar with these camps — whatever the level of revelry and adult social interaction — comment on the fun of reliving those “golden days of summer,” being outdoors, and making new friends in a relaxed atmosphere. We have been told that reported incidents of misbehavior are few, and that participants

regularly exchange promises that they will send their children to the camp (presumably to the camp’s traditional youth summer camp).

As will be clear from our discussion below, a camp must decide how closely it is willing to be identified with adult camps of a certain character. A camp leasing its facilities for an adult camp will likely be more vulnerable than one offering its own adult camp — to confusion about its true identity (including how it is viewed in its local community and by current and past campers), violations of ACA standards, and, perhaps, legal exposure for things that go wrong.

Accredited camps need to consider that, other than one-day events, ACA standards will likely apply to a camp’s facilities rental — including rental to these adult groups.¹ In the past, we have written about standards applicable to accredited camps leasing to rental groups, and basic legal and risk management practices.² We discuss these standards and practices below (as they are equally relevant for a camp contemplating rental to an organization offering an adult camp experience) — and provide some additional perspective. (Whether the camp is accredited or not, ACA standards and general risk management practices discussed here are valuable to consider in any contemplated adult camp rental arrangement).

Ultimately, your camp may be tempted by the opportunity to expose its facilities to a new population and gain a new source of revenue; however, proceed with some caution.

Icon Key

The icons below correspond to article topic areas. Use them to find the articles that best match your interests!









- | | |
|---|--|
|  EDUCATION |  POSITION STATEMENT |
|  ISSUES |  PUBLIC POLICY AGENDA DEVELOPMENT |
|  LEGISLATIVE |  REGULATORY ADVOCACY |
|  MOBILIZATION |  RELATIONSHIPS |



Photo courtesy of Camp Quest, Columbus, OH

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II. Mission and Reputation Issues

What does “mission” have to do with this phenomenon? First of all, is your camp’s mission consistent with offering your camp for rental to groups that may not share that mission? Say, for example, your mission includes nurturing “healthy growth and development” or “building character and leadership skills in a natural environment.” Importantly, consider ACA’s goals for those camp programs it accredits:

“The ACA community of camps promotes active participation, caring relationships, and focus on the emotional, social, spiritual and physical growth of each individual. Camps vary in their purpose and desired outcomes, but each encourages risk taking, valuing the resources of the natural world, maintaining healthy lifestyles, and learning through a variety of fun and life-changing experiences....”³

And further, “[t]o be eligible for accreditation, an operation must [among other things listed]: deliver camp programs and/or provide camp facilities and services for other programs consistent with ACA’s mission of enriching the lives of children, youth and adults, through the camp experience.” If your camp is ACA-accredited, does its rental to adult

camps comport with these ACA values and expectations?

Adult programming offered by rental groups interested in (for example) pushing the limits on alcohol use combined with traditional camp activities, and condoning a “no rules” atmosphere can create serious risk management challenges and increase potential legal exposure. A camp wishing to increase

its cash flow might be tempted to stretch or stray from its mission to justify rental to these adult groups. The camp may be operating with a reduced staff, or simply be in denial about its allowing activities so contrary to its stated mission. As a result, the camp may not investigate the rental arrangement sufficiently enough to understand the

nature of the activities or the nature of the rental group’s oversight.

The camp may be tempted to insulate or distance its traditional camp programs from these adult camp activities by leasing to these organizations in the off-season, or not allowing these groups to use the camp name or actual location in their marketing materials. The camp may enter into a written agreement with the adult camp rental group, endeavoring, among other things, to secure legal protection for the camp in the event of an incident happening on the rental group’s “watch.” However, if a serious incident occurs (adult camper drowns in lake following evening “shot pong” party), chances are likely that the camp name will surface quickly as the place where the events took place. This can put the camp in the awkward position of attempting to clarify (to the media and to its local community) that the incident occurred during a rental group’s activities, and not during activities directly provided by the camp. Regardless of whether the camp suffers actual liability or financial loss, this scenario can severely damage the camp’s reputation as, perhaps, a traditional camp with wholesome values.

Yikes! Bed Bugs!

- Bed Bugs — What Every Camp Needs To Know <http://www.acacamps.org/Resource-library/bed-bugs-what-every-camp-needs-know>
- The Campline issues <http://www.acacamps.org/staff-professionals/news-publications/publications/campline>
- Debunking the Myths of Bed Bugs: Effective Strategies for Camps <http://www.acacamps.org/staff-professionals/events-professional-development/recorded-webinar/debunking-myths-strategies-effective-bed-bug-response> (ACA Online Course)
- Protecting Your Campers/Staff from the Unspeakable: <http://www.acacamps.org/resource-library/articles/protect-your-camp-your-campers-your-staff-unspeakable> (*Camping Magazine*)

Other Resources

- CDC (bed bugs) <https://www.cdc.gov/parasites/bedbugs/> (FAQs, biology, health professional resources)
- WebMD (bedbugs) <http://www.webmd.com/skin-problems-and-treatments/guide/bedbugs-infestation#1>
- EPA (bed bugs) <https://www.epa.gov/bedbugs>
- MedlinePlus <https://medlineplus.gov/bedbugs.html>
- Scientific American: “Bed Bug Confidential” <https://www.scientificamerican.com/article/bed-bug-expert-explains-defend-yourself/> (article)
- Local Resources: County extension agents, local pest control professionals, public health office

III. ACA Accreditation Standards, and Legal and Risk Management Consideration

A. General Scope of ACA Standards for Rental Groups

If an accredited camp chooses to rent its camp facilities to an organization (the “rental group”) offering an adult camp — or to any other rental group — ACA standards provide some direction to the camp on orchestrating that rental. The standards don’t require that the camp make the rental group adhere to all standards. In fact, to require this of an accredited camp would potentially compromise a camp’s ability to declare that it was operating independently of the rental group (as it might be construed by a court that the camp, in dictating the manner and method of the rental group’s use, was responsible for any resulting harm). However, the camp must walk a fine line. ACA recommends that the standards be used as “guidelines” for rental group arrangements.⁵ Yet, in many cases, the standards — mandatory or not — require the camp to “advise the rental group in writing” ... address certain details of use, and, if the rental group chooses to independently oversee an activity such as swimming or watercraft, to (e.g.) advise the group to provide an appropriately certified “lifeguard” or “watercraft instructor.”⁶ Similarly, other standards require either the camp or the rental group to address additional details — provision of emergency transportation or on duty and appropriately certified emergency care personnel, for example.⁷ A host camp should work with its legal counsel to comply with ACA standards in the context of an adult rental group arrangement while appropriately preserving the independence of the parties.

Specific to rental group arrangements, ACA standards do advise creation of a “use” or “rental group” agreement between the camp and rental group, addressing various issues such as who is responsible for supervision, first aid and emergency care and transportation, etc. In addition, as mentioned above, the standards contain direction for camps to “advise the rental group” on various aspects of its use, including rules of use.⁸ Frequently (as ACA standards acknowledge), a camp may

have a use agreement that refers to (and may incorporate by reference) a rental group manual, outlining the camp’s rules for rental groups, as well as its guidelines or requirements (often aligning with the ACA standards under which it must operate) for various aspects of the rental group’s use.⁹ For example, the camp may prohibit the rental group from engaging in certain camp activities (“no use of the climbing wall,” “no alcohol”), or only allow the rental group access if the camp’s own staff is leading/instructing the activity (use of a zip line or a swimming pool, for example).

As we discuss below, thoughtful development of these use agreements is a critical element of the camp’s rental arrangements as it allows the camp an opportunity to consider and articulate the respective responsibilities — and liabilities — of the camp and the rental group. Prohibiting the rental group from engaging in certain activities, such as drinking alcohol or requiring the group to stay in same-sex dorms or cabins, may be ways to manage the risks of such a group — both the risk of injury/loss to the adult campers, and to the camp. However, doing so may deter the group enough from ITS goals (to have more of a loose and fun adult camp “free for all”) that the rental group seeks a different location to organize its camp “fun.” Essentially, too many regulations or limitations may cause the adult camp rental group to go elsewhere.

Requiring adult campers to engage in certain activities that are led or instructed only by camp staff may allow the camp opportunities to directly manage risks, particularly the risk of injury to the campers. While this strategy may ultimately challenge the host camp’s efforts to distance itself from the rental organization, it may also allow the camp to strike a balance in considering campers’ welfare in the leasing arrangement.

These are not easy decisions for the camp, but each camp must examine its mission, and weigh the prospect of financial or other gain against the reality of (likely) increased risks to both the adult camper, and to the camp — including the risk of

personal injury, financial loss, and damage to the camp’s reputation.

Importantly, though, if the camp has evaluated the adult camp rental group and believes the use is reasonably consistent with the camp’s mission, etc., what else should it consider in its effort to understand and manage risks, including the potential risk of loss?

B. Legal and Risk Management Considerations

The uniqueness of even the most conservative all-adult camp requires special attention to risk management and to the documentation of the parties’ respective operating responsibilities and legal accountability for things that go wrong. Expectations for a family camp may be somewhat similar to those of a traditional camp weekend. Weddings and corporate retreats present a few different challenges. Adult camps likely extend farther from the traditional camp experience, as we have suggested above. Camp management must understand that adult visitors are not traditional summer campers, thus requiring some different risk management strategies.

As with any new venture, before the camp decides to offer its premises and staff to third parties, it should assess the visit and use from a risk management perspective by asking the following: Why do this? Is the proposed use consistent with the camp’s mission, core values and reputation? If there is some uneasiness about the proposed use, can the rental group be sufficiently separated from the camp’s usual operations so that the host camp is insulated from the fall-out of bad incidents? Can the camp manage the risks of hosting events and populations with which it may not be familiar?¹⁰

No camp experience — traditional or otherwise — is risk-free. In a written use agreement between the camp and the rental group, a prudent camp will endeavor to reduce the chance of losses, and, in the context of third party use, will define and allocate, among other things, responsibilities for various aspects of the visit, including the maintenance

and well-being of the adult group members. The host camp should work with its legal counsel in developing these agreements. The camp should not allow activities and access to the camp facilities unless the associated risks can be reasonably managed by the rental group, the camp, or some combination of the two.

Adult camp liability issues may not vary greatly from those associated with a traditional youth camp operation or other uses, but exposure to claims may be increased by the nature of the adult activities and the relative lack of supervision and regulation. Further, allowing alcohol consumption may increase the risk of serious incidents, damage to the camp's reputation and, depending upon the jurisdiction, the camp's legal exposure. Allowing adult camp group activities to proceed simultaneously with traditional youth camp programming presents obvious risks — increasing the potential for claims of sexual abuse, simply with the presence of adult third party visitors. A practical solution might be to eliminate the risk by running the adult camps at times when youth camp programming is not in session.

Rental Group Agreement

The following is a description of possible elements of the agreement. It is not intended to be comprehensive, but points out some important considerations:

The rental group "use" agreement must identify the parties to the agreement (the camp and the rental group) and be signed by their respective authorized representatives. In the case of the rental group, this person is typically a representative of an entity who is financially and otherwise responsible for "the group." It behooves the camp to investigate the nature of the rental group "entity" to assure it is legitimate.

The agreement should describe the nature and dates of the event. So, too, the agreement should specify the areas of the camp premises and facilities to which the rental group will have access during the program. The camp should specify any minimum or maximum capacity in terms of the number of visitors and should clearly address the cost, manner and method

of payment, and any cancellation or refund terms.¹¹ Definition of certain terms may be appropriate — "camp premises" or the adult rental group "program," for example.

Specifying a beginning and ending point to the program will help establish limits on the camp's responsibilities. The camp may want to articulate conditions and responsibilities regarding early arrivals or "holdovers," and may choose to disclaim any responsibilities for these persons. The camp may choose to turn away early arrivals and escort visitors off the premises at the end of the program. This may not be a significant concern if the adult camp organization arranges for transportation of the campers to and from the host camp.

Will the camp prohibit or limit access to certain areas of the camp? Is the waterfront, pool, challenge course, or remote or otherwise hazardous areas of the camp premises "offlimits" or to be used only under certain conditions and with described supervision? If, for example, a lifeguard is required for water activities, or a trained specialist required for the climbing wall or other facilities or equipment, how will this be handled? Will there be a curfew, pertaining to moving about the camp, or "lights out"? How will these be enforced? Will the rental group be responsible for property damage or destruction caused by its campers or attending representatives? For clean up? As discussed above, the agreement may address some of these details, and may refer, as appropriate, to a rental group manual that outlines rules, prohibitions, and guidance for rental groups. The agreement may include a promise by the rental group to adhere to the manual and to reinforce its contents with the group. For accredited camps, the agreement or manual might incorporate or refer to applicable ACA standards.

How will the use of alcohol, if allowed, be controlled? The wise host camp will assign this responsibility to the visiting group, but may wish to set some ground rules of its own, regarding when and under what circumstances group members may consume adult beverages. The rental group may contract with a third-party vendor for the furnishing and service of alcohol. Camps should consult with their legal counsel to understand applicable laws regarding the camp's

legal liability and responsibilities around the serving and consumption of alcohol on camp premises.

What services will the camp provide? Typically, a camp might provide overnight accommodations, meals, and camp staff to provide instruction or oversight of certain activities. Will it provide security for the premises or for the visitors? Around the clock? What about routine or emergency medical care and transportation?¹² These and other issues should be addressed in the agreement and allocated between the parties, with appropriate attention, by accredited camps, to the ACA Standards. If the adult group will supply these or other services, the host camp should, for the protection of its own interests, be reasonably satisfied with the group's plans and competencies.

The agreement should state that the camp will hold a camper orientation, and, concurrently, require of the rental group that all of its visiting campers and staff must attend. The camp should carefully consider the scope and nature of this orientation, appropriately tailored to the adult rental group (elements of which could match and/or simply be incorporated into the rental group manual). The visitors should be advised during orientation of, for example, the camp's safety and emergency procedures (evacuation, lock-down, etc.); restrictions on certain activities or use of equipment; natural or physical hazards unique to the site, including any restrictions on use of the premises and other matters.¹³

The use agreement should establish the conditions under which the rental can be terminated and give the camp discretion to dismiss (with or without consultation with the rental group management) a rental group staff member or camper if they present a safety, behavioral, or other concern.

The respective responsibilities of the camp and visitor staff must be clearly defined, for those will set the parameters of accountability if something goes wrong.

Importantly, the agreement should clearly define responsibility for adult camper supervision or oversight.¹⁴ The camp may take responsibility for certain services and specialty activities, and make clear that, otherwise, group representatives will have full responsibility for the activities, supervision and welfare of the group both on and off the camp premises.

Having outlined the responsibilities of each of the parties, the use agreement should specifically provide who will bear legal responsibility for injury or loss to an adult camper or others. The agreement might provide that the rental group (or other financially responsible individual) agrees to protect (indemnify) the host camp from all claims arising from the program. Alternatively, the parties might agree to 'mutual' indemnities, which spell out the limits of the parties' respective liabilities — commonly tied to their respective responsibilities as identified in the agreement.

The Use Agreement should require the adult group to furnish proof of adequate insurance coverage for the event, and a certificate identifying the host camp as an additional insured under that policy. The rental group's insurance should cover its agreement to indemnify and protect the camp. The camp should consult with its insurance representatives regarding these and other insurance issues pertaining to the rental.

Participant Agreement

Adult campers should understand that the camp environment, facilities, gear and conduct of fellow campers present hazards and risks of injury. This is important for their own — and the camp's — protection. An appropriate vehicle for conveying this information, including warnings, is a camper agreement, which typically describes the general nature of the activities and the inherent and other risks, contains an acknowledgement and assumption of the risks, and requires (among other important provisions) the camper to release and indemnify the host camp and its staff from liability for any loss suffered (including losses resulting from

the camp's negligence). As explained above, a camp's existing camper agreement (for its traditional camping programs) likely will not suffice. These agreements should be developed in coordination with the camp's legal counsel, consistent with applicable law. Such agreements provide important information for campers who voluntarily choose to participate — regarding the activities, risks, and campers' responsibilities. Importantly, the camper agreement provides the camp with another layer of potential legal protection (in addition to, for example, its rental group agreement and the camp's liability insurance coverage). The rental group agreement should identify the rental group's responsibility for having its adult campers and staff sign and submit these agreements before the start of the program.

Camp Insurance

Even though the use agreement may require the rental group to have or secure liability insurance and add the camp as an additional insured on its policy, the host camp should review its own liability insurance coverage to assure it has appropriate insurance in place, in sufficient amounts, to protect it from claims that might arise from the adult camp experience. Incidents and claims will differ from those ordinarily foreseen in a youth camp environment, wedding, or retreat. Consult with your insurance professional regarding coverage issues.¹⁵

IV. Conclusion

If you are contemplating offering an all-adult camp, either directly or by rental, consider the risk management and legal liability issues carefully, and the implications for the camp's reputation. This is likely new territory for you, and requires the careful and collective thought of your management group, and your legal and insurance professionals.

**This article contains general information only and is not intended to provide specific legal advice. Camps and related organizations should consult with a licensed attorney regarding application of relevant state and federal law as well as considerations regarding their specific business or operation.*

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¹ ACA Accreditation Process Guide, Introduction, p. 19, Glossary definition "rental or lease programs", p. 289 and (e.g.) Standards OM.14-15; PD.40

² Contracting with User Groups, Revisited, ACA CampLine (Winter 2011)

³ ACA Accreditation Process Guide, Introduction, pp. 11 and 13

⁴ ACA Accreditation Process Guide, Glossary, p. 289, defining "rental group"

⁵ ACA Accreditation Process Guide, Intro to PD Standards ('Applicability', #6.), p. 148; but see PD.40, contextual education, paragraph 4, arguably recommending something more

⁶ ACA Standards OM.14-15; PD.40 and PA.3.2 and PA.20.2

⁷ ACA Standards TR.1 and HW.26

⁸ ACA Standards OM.14 — 15, PD.40.1, HW.26-27, HR.15 (contextual education) and notes in intro to PD standards, for example

⁹ See ACA Standard OM.15, contextual education

¹⁰ ACA Standards OM.1

¹¹ ACA Standards, OM.14

¹² ACA Standards, OM.15

¹³ See, e.g., Standards OM.4, 7, 8, 9 and OM.15.1.D., PD.18 and 40, PA.8-9 and PA.26

¹⁴ ACA Standards OM.15 and HR.15, contextual education

¹⁵ ACA Standards OM.3 and see OM.15.E



Photo courtesy of Camp John Marc, Meridian, TX



ALLERGIES AT CAMP – WHAT'S A CAMP DIRECTOR TO DO?



According to a study released in 2013 by the Centers for Disease Control and Prevention,

FOOD ALLERGIES AMONG CHILDREN INCREASED APPROXIMATELY 50% BETWEEN 1997 AND 2011⁽¹⁾.

And, many of these children attend camp. *Are you ready?*

It is important for all camps to evaluate their ability to serve campers with allergies – no matter if the allergies are considered mild or severe. As with most things related to camp, partnering with the parents is critical in order to have a clear understanding of the full scope of the allergies and implications. In an historic judgment in 2012, the U.S. Department of Justice ruled that food allergies may constitute a disability under the Americans with Disabilities Act.

The American Camp Association has gathered together and maintains a list resources to help you understand the laws and plan a safe and healthy camp food service program.

These can be found on the ACA website at:

<http://www.acacamps.org/resource-library/campline/food-allergy-resources>

In a companion piece, ACA monitors and shares information regarding the accessibility of epinephrine auto-injectors at camp

<http://www.acacamps.org/resource-library/public-policy/epinephrine-auto-injectors-accessibility-laws-camps>.

⁽¹⁾Jackson K. et al. Trends in Allergic Conditions among Children: United States, 1997- 2011. National Center for Health Statistics Data Brief. 2013. Retrieved from <http://www.cdc.gov/nchs/products/databriefs/db121.htm>



Photo courtesy of YMCA Camp Hayo-Went-Ha, Central Lake, MI

CAMPS 'N CODES

By Stefanie Smith, LEED AP BD+C

For camp administrators, it is all too often that they find their vision of an renovation or expansion project is not in tune with the building codes and regulations enforced by the local Authorities Having Jurisdiction (AHJ). Where camp administrators wish to promote a rustic experience in natural settings, the codes may require sprinkler systems, heating, additional plumbing fixtures, and full compliance with accessibility standards. The codes are often not flexible enough or equipped with sufficient exceptions to address the specific use and needs of camps, especially seasonal camps. There are many regulatory agencies that may impact a project, including but not limited to, building, health, engineering and zoning departments, agencies enforcing accessibility, design review boards, and fire departments.

Building codes and regulations can impact the construction feasibility, the camp's culture, and ultimately the cost to build or renovate structures. For example, many camps have their own water/system, making the requirement for sprinkler systems costly with the likely need for water storage tanks and pumps. In addition, for seasonal buildings with no heat, the system must be protected from freezing by draining and reactivating the system annually, creating the need for an expensive dry system, or insulating and heating the

building year-round. The latter option is not only expensive, but changes the experience and culture of many summer camps.

Building codes and regulations are in place to protect the health, safety and welfare of occupants. Due to the often unique building types and occupancy of camps, some of these regulations can unintentionally exceed a standard level of care. For example, while sprinkler systems are beneficial for life safety and protection of property, the argument could be made that a greater dependence upon fire and smoke detection and alarm systems would be a more rational and cost effective solution for small, unheated cabins that provide very short travel distances to exit doors. Although it takes time and resources to pursue, items such as these have been approved when appealed in many cases.

Before taking on a building project, it is necessary to understand the issues in detail: what agency, department, or code has jurisdiction, how to respond to their requirements and what impact this has on the camp's finances and vision. To this end, it is recommended that a feasibility study be undertaken at the beginning of each project. Design professionals, such as architects, can assist with code investigations, opinions of associated costs, and alternative design options to achieve the desired goals.

It is also imperative for the camp organization and professional design team members to meet with the AHJs, including the building official, building inspector or plans examiner, the director of the Department of Health, the fire marshal and any other applicable entities. Their decisions and opinions are key to many of the issues that affect the project during the design and construction phase of the project. It will be well worth the time to meet with these individuals early to inform them of the scope of the project. Although time is a precious commodity, most public officials are generally willing to listen to what is being proposed, explain how to expedite the compliance review process, and discuss points of concern and code issues that are important from their perspective. Building an early relationship may encourage more flexibility when interpreting the code and its application rather than pursuing a variance from the Board of Appeals.

The bottom line to success for any camp expansion or renovation project is to make an informed and rational decision based on local, county, and state building codes and regulations.

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CASE STUDY — “FIRE PROTECTION”

A seasonal camp in Pennsylvania planned to utilize a state building code exemption for recreational cabins that would have allowed the omission of an automatic sprinkler system in the renovation of their cabins. However, the building official did not classify the buildings as recreational cabins, thus requiring the addition of sprinklers. The owner and design team appealed the review due to the financial hardships that would be caused by:

1. Installing water storage tank(s) and pump(s), since the camp was serviced by a well.
2. Installing a water distribution system to each cabin, sized and designed for sprinklers.
3. Maintaining the system, which would require winterizing and reactivating the system in the spring, since the cabins would be unheated.

To compensate for the omission of the sprinkler system, the owner's legal counsel and design team proposed that each cabin would be provided with two readily apparent exits and equipped with smoke and carbon monoxide detectors. Since the seasonal cabins lacked both a heating system and cooking appliances, the fuel source would be kept to a minimum, making the structures less prone to a fire.

The Appeals Board granted the variance to omit the sprinkler system but included the following list of conditions:

- Limit cabins to seasonal use from mid-May until early October.
- Prohibit smoking throughout the camp.
- Prohibit all appliances in the cabins.
- Limit electrical service to lighting, convenience outlets, and detection/alarm devices.
- Provide an exit door at each end of the cabin. Exit doors to remain unlocked from the inside and be equipped with panic exit hardware.
- Provide two smoke detectors and one carbon monoxide detectors, hardwired with battery backup, installed with strobe and horn alarms, inside and outside the cabin.
- Provide emergency lighting in each cabin.
- Provide sealed and shatter-proof lighting fixtures.
- Locate fire extinguishers adjacent to each exit.
- Prohibit open-flame, gas or propane water heaters within the structure.

Commentary

Although each jurisdiction may have exceptions, most commercial building codes require automatic sprinkler systems in residential occupancies. Under the International Building Code, edition 2009, the model building code in which most jurisdictions base their codes, this typically includes camper cabins. This requirement can create hardships for camp operations considering a renovation project or new construction, especially since the sprinkler requirement does not take into account the camper cabin size, design, occupant load, or seasonal use. Other camp housing types, such as a year-round caretaker's house, may be considered under residential codes, which generally do not require sprinklers. This classification depends on who is using the building, how long they are staying, the number of occupants, and ultimately, the decision by the local building official.

Beyond housing, camp buildings requiring sprinklers may include assembly spaces such as dining halls and even open-air pavilions, depending on the size of the fire area, occupant load, and other conditions.

It is imperative to engage the project team members early in the process, understand the local codes and meet with the local AHJ to determine requirements that may affect the project's feasibility.



Photo courtesy of Camp Coleman Country, Freeport, NY

CASE STUDY — “ROADBLOCK TO CABIN RENEWAL”

A seasonal summer camp in New England proposed to replace some of their deteriorating bunkhouses with new construction. The building permit application was denied by the building official pending the addition of an automatic sprinkler system and the means to maintain the interior environment at a minimum of 68°F, per International Building Code 2009 Edition (IBC). Both of these items were cost prohibitive and incompatible with the desired rustic character of the camp. Rather than providing the most basic protection from the elements, as the program desired, compliance would require a total redesign.

If the buildings were required to be air-conditioned and heated to meet the interior environment requirement, the building would not only need to a heating system, but would also need

to comply with the thermal envelope provisions of the International Energy Conservation Code 2009 Edition (IECC), including the addition of:

- Windows, in lieu of open-air, screened openings
- Exterior wall insulation and an interior wall finish material, in lieu of exposed studs
- Attic and floor insulation

As the building official was not willing to use his authority to accept alternate provisions, the camp’s only remaining option was to devote time and resources to appeal these decisions and seek relief from these issues from the Board of Adjustment. Although the arguments presented to the Board were eventually successful and construction proceeded without the sprinkler and heating systems, the process resulted

in a substantial delay. The Board accepted the following conditions proposed by the design team:

- Additional smoke detectors to be provided, more closely spaced.
- Interconnected detectors and strobes to alarm adjacent sleeping spaces.
- Required fire drills to be practiced by campers and staff.

Commentary

In this jurisdiction, the decisions made by a Board of Adjustment did not create a “case law.” As the project is a phased replacement of the bunkhouses, each and every application must be treated as a separate case and proceed through the appeals process in order to obtain the required building permit.

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Operational Change to ACA Accreditation

After evaluation of the implementation of the Operational Change that occurred in nine of the twenty-three local areas in ACA in 2016, it was determined that all additional local areas will be included in Phase 2 of the implementation, which occurs in 2017. This means that moving forward (2017 and beyond), all currently accredited camps will either have an on-site visit or must complete the Annual Accreditation Report. Information about what is required of your camp has been shared via email from your local staff and volunteers.

ACA Task Force on Accreditation Recommendations

In February 2016, a task force was assembled to determine how the ACA Accreditation Program and process could be more open and appropriate for a variety of groups, without sacrificing the goals, intent, and integrity of the process. At the Board of Directors meeting in May, the report of the Task Force on Accreditation was presented and the recommendations were approved.

Summary of Task Force on Accreditation Recommendations

1. Develop a foundation of both accreditation standards and definitions that apply to all programs to be accredited, as well as develop modules for each program types (such as resident, day, campus-related programs, or others).

Key aspects to be addressed include:

- Reduction of the redundancy in standards
- An APG and standards that serve the diversity of camps we see now as well as those we anticipate in the future
- Reduce the actual number of standards (those that are met 100% of the time, do not address health, safety, risk management, etc.).
- And increase the integrity of the program, promote growth, and increase satisfaction

2. Define a growth strategy for colleges and universities that either host or house camp programs on their campuses. The strategy will include further development of the recently formed Affinity Group within ACA known as Camps on Campus.

The concept of the growth strategy includes, but is not limited to those who join the affinity group. It's about developing a business strategy to approach the market in general, with the affinity group/membership platform as a vehicle.

3. Utilize technology and other strategies to support the work of the Visitor program.

In addition to identifying technology solutions to support the Visitor program, a comprehensive program of training, support, continuing education, and accountability should be developed to enhance the standards volunteer experience and improve the quality of the accreditation program overall. Such efforts will also help attract and retain volunteers because of the added value to their professional education.

4. Explore ways to incorporate program quality into the accreditation process.

As we consider additional ways by which ACA can assist in helping camps “raise the bar” on program quality, methods that promote a culture of continuous and intentional improvement might be incorporated into ACA standards and the Annual Accreditation Report (AAR).

Progress to Date:

- The National Standards Commission (NSC) has been focusing on recommendation #1 throughout the fall/winter.
- Key goals of the NSC are to make the process more efficient and remove unintended barriers.
- This includes identifying a set of core standards that will to be scored by all camps accredited by ACA.
 - There will be no option of a “does not apply.”
 - They will include both mandatory and non-mandatory standards.
- The NSC is working to reduce the redundancy by re-wording of some standards, combining some standards, and grouping standards with the same focus together.
- Key conversations are taking place with the representatives from the many types of camps ACA currently accredits and those ACA hopes to include in the future.
- Maintaining the integrity and rigor of the program is critical.
- A very basic framework of the proposed standards and description of a revised process will be the topic of at least two focus groups to be held at the ACA National Conference.

If you have any questions regarding the operational change or the task force recommendations, please contact ACA Director of Standards Rhonda Mickelson at 765-349-3306 or rmickelson@acacamps.org.

CASE STUDY — “TOILET FIXTURES — WHO COUNTS?”

A recent project to add new camping facilities brought to light that the plumbing fixture requirements of the local county building code, which were based on a “multi-family dwelling” occupancy type, not only contradicted the camp’s needs and budget, but more importantly, conflicted with the regulations of the State Department of Public Health. The building code requirements were nearly twice those required by the Health Department’s Youth Camp Code, (refer to Table 1 for comparisons of codes). After presenting supporting data and noting that the proposed fixture count would comply with the Health Department’s regulations, it was agreed by the Building Official that the State’s criteria more closely represented the camp’s occupancy type and would be used throughout the project.

Commentary

Since summer camps are a unique occupancy type, not typically addressed by building codes, calculating the number of plumbing fixtures required

and their location, can be challenging. In addition, there may be other regulations that can have conflicting requirements. This can affect the project’s budget, schedule and vision for camp.

Building Codes typically note that plumbing fixtures are to be located within each building. However, camps often prefer to have cost efficient, centralized facilities, rather than locating the plumbing fixtures within each cabin. Travel distances to these centralized facilities are often not clearly established by Code provisions. Path of travel distances to toilet facilities in occupancies other than covered mall buildings, are limited to 500 feet by the International Building Code (IBC). Some state codes note this distance to be within a 1000 feet walking distance. When locating a restroom and/or shower facility, consider the site’s terrain, environmental conditions, and the occupant’s needs. A shorter distance would likely be appreciated by most campers, especially after dark.

Things to keep in mind when reviewing codes and plumbing fixtures for camp:

- Consider the occupancy type(s) and how the facilities will be used.
- Identify locally adopted building codes and other regulations (city, county, state).
- Research regulations or guidelines, other than the governing codes, that may be more representative of camps. Provide the building official with reputable regulations that can be used to substantiate the needs of camp.
- Meet with the building official to review the program and understand the criteria that will be imposed. The building official typically has the authority to consider plumbing fixture requirements for occupancies that are not specifically included in the Building Code.

Table 1

Plumbing Fixture Comparisons, by number of occupants

Fixture Type	Case Study: County Building Code	2009 International Building Code (IBC) (R-2 or R-3)	Case Study: State Department of Health – Youth Camp Code	ACA*
Water Closets	1 per 10	1 per 10	1 per 20	.*
Lavatories	1 per 10	1 per 10	1 per 20	.*
Bathtubs or Showers	1 per 10	1 per 8	1 per 20	1 per 15

*The American Camp Association (ACA) accreditation program notes as common professional practice, that camps are to provide toilet and handwashing facilities that meet the standards of regulatory bodies and applicable building codes.



Photo courtesy of Clearwater Forrest, Deerwood, MN

CASE STUDY — “CAMPS AND ACCESSIBILITY”

With camps trending towards inclusivity, accessibility is often desired, yet can be difficult to provide due to the rustic nature of camp, the site’s topography, existing facilities, and limited budgets. Sometimes, creative solutions need to be found.

At a camp located in the mountains along the west coast, the terrain was so extreme that over 350 feet of switchback ramps would have been required to access the camper cabins. Due to the potential financial hardship, the Building Official accepted an alternate solution that allowed the camp to utilize golf carts to transport individuals with disabilities throughout the site.

On the opposite side of the country, an east coast camp was required to provide automatic door openers at the accessible entrances for their new cabins. The camp argued that this requirement is “alien” to rustic cabins, and is meant for non-transient dormitories, not transient camper cabins. The appeal was successful and the cabins were still designed to be fully accessible minus the automatic door openers.

In an effort to provide cost efficient, accessible restrooms, another camp was permitted to provide an accessible unisex restroom rather than renovate their existing restrooms. In this case, the solution also addressed a requirement for a “family or assisted-use toilet and bath room,” since it was considered a “recreational facility.”

Commentary

In most locations, there may be several regulations governing accessibility. What is required?

The Americans with Disabilities Act (ADA) is a comprehensive federal civil rights law that prohibits discrimination on the basis of disability. The ADA Accessibility Guidelines (ADAAG) applies to all new construction and alterations. Building Codes also include accessibility requirements that may be augmented by Local and State jurisdictions. While the Architectural Barriers Accessibility Guidelines; Outdoor Developed Areas only applies to projects using federal funds, it is a good resource for accessibility requirements of outdoor features including access routes, picnic areas, camping, viewing areas, trails, and beach access: <https://www.access-board.gov>. Note: When requirements are conflicting, the more stringent technical requirement that provides greater access for individuals with disabilities should rule.

When renovating a primary function of a facility, accessibility upgrades to the path of travel to the renovated area, the restrooms, telephones, and drinking fountains serving that area may also be required. If the cost to provide this level of accessibility exceeds 20 percent of the cost of the alteration to the primary function area, provide accessible elements in the following order of priority:

1. An accessible entrance;
2. An accessible route to the altered area;
3. At least one accessible restroom for each sex or a single unisex restroom;
4. Accessible telephones;
5. Accessible drinking fountains; and
6. When possible, additional accessible elements such as parking, storage, and alarms.

As most camps were built before the accessibility requirements were in place, many camp facilities and amenities are not accessible. Providing accessible building entrances are a common issue at camps, especially if the buildings are raised above grade and require stairs to enter the building. In addition, doors are often too narrow and have door knob hardware that is difficult to operate. All camps should have an Accessibility Implementation Plan, to address the removal of barriers required by the ADA. Having a plan in place will help identify accessibility issues, possible solutions and a timeline for when each solution will be realized, potentially reducing liability. A good reference for evaluating and prioritizing site and building accessibility is the ADA’s “Checklist for Readily Achievable Barrier Removal”: <http://www.ada.gov/checkweb.htm>

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