

NEW YORK STATE CAMP DIRECTORS ASSOCIATION
INDEMNIFICATION AND MEMBERSHIP AGREEMENT

This Membership Agreement (“**Agreement**”) is entered into by and between the undersigned organization (“**Camp**”) and the New York State Camp Directors Association, Inc. (“**NYSCDA**”), a New York not-for-profit corporation. In consideration of NYSCDA allowing Camp to become a NYSCDA member and other good and valuable consideration, the parties hereby agree as follows.

- 1 BACKGROUND.** NYSCDA’s purpose is to monitor and respond to legislation that impacts children’s camps in New York. NYSCDA does not control, approve, supervise, own, operate, regulate, or set standards for any camp or other NYSCDA member. Member camps join NYSCDA to further positive legislative change for the camp industry in New York, participate in NYSCDA meetings and events, receive periodic newsletters and updates, meet with legislators annually, and/or network with other NYSCDA members.
- 2 MEMBERSHIP DISCRETION.** NYSCDA has sole discretion to accept or deny, for any reason or no reason at all, Camp’s membership application and/or status as a NYSCDA member. If NYSCDA terminates Camp’s membership, then Camp shall be entitled to a prorated refund of that year’s membership dues for the amount of time by which its annual membership was shortened due to the termination. Camp may terminate its membership at any time and for any reason. If Camp chooses to terminate its membership, then no refund shall be given.
- 3 NAME AND LOGO.** Camp may publicly disclose that it is a member of NYSCDA and use NYSCDA’s name and logo in its marketing materials, but Camp shall not suggest or imply that NYSCDA controls, approves, supervises, owns, operates, regulates, or sets standards for Camp or any other organization.
- 4 INDEMNIFICATION.** To the greatest extent permissible by law, Camp shall hold harmless, defend, and indemnify NYSCDA and its officers, directors, employees, independent contractors, vendors, volunteers, guests, successors, assigns, and/or other affiliated parties (“Indemnitees”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, or expenses, including reasonable attorney fees, that are brought or awarded against NYSCDA or another Indemnitee for bodily injury, death, abuse, emotional distress, reputational harm, financial loss, damage to property, or any other loss, arising out of: (a) any actual or alleged event, action, or omission that took place or is taking place at Camp; or (b) any actual or alleged action or omission of Camp or its current or former owners, directors, officers, employees, independent contractors, vendors, volunteers, guests, successors, assigns, and/or other affiliated parties.
- 5 LEGAL COSTS.** If NYSCDA takes or defends any legal action or engages in any legal proceeding to enforce the terms of this Agreement or remedy its breach, and prevails in such action or proceeding, then NYSCDA shall be entitled to recover from Camp its attorney fees and other costs related to the action or proceeding, in addition to such other relief to which NYSCDA may be entitled.
- 6 NO JOINT RELATIONSHIP.** No provision of this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- 7 SEVERABILITY.** If any portion of this Agreement is unlawful, invalid, or unenforceable, then it shall not impact the validity and enforceability of any other provision of this Agreement.
- 8 VENUE & CHOICE OF LAW.** The exclusive venue for any dispute or cause of action arising from this Agreement shall be a state or federal court in New York, NY. Any dispute or cause of action brought under this Agreement shall be governed by the laws of New York without giving effect to conflicts of laws principles.
- 9 ELECTRONIC SIGNATURE.** This Agreement may be executed by electronic signature and/or delivered in electronic format. If this Agreement is signed and/or delivered electronically, then it shall have the same legal effect as an executed original.
- 10 ENTIRE AGREEMENT.** This is the entire Agreement between the parties. There are no other terms or agreements that are not contained or referenced herein, and any prior conversations, emails, or agreements are hereby superseded by this Agreement.
- 11 AUTHORITY TO BIND CAMP.** The undersigned has full authority to enter into this Agreement on behalf of Camp. No further approvals or signatures are required to make this Agreement binding.