2019 Annual Statement of Compliance

1. I hereby concur with the guidelines of camp as set forth by the American Camp Association as a sustained or regular experience which provides a creative educational and recreational opportunity in group living often occurring in the out-of-doors. It utilizes trained leadership and the resources of the natural surroundings to contribute to each camper’s mental, physical, social, and spiritual growth.

2. I hereby confirm that the camp listed below is operating under the applicable federal, state, and local laws, codes and regulations, and that all required permits and licenses have been obtained. The compliance with legal requirements of the jurisdictions within which a camp is located is the responsibility of the camp; enforcement is the responsibility of the appropriate government official. The American Camp Association is not a law enforcement agency. Where the ACA Standard requires higher performance than the legal requirements, a camp must comply, and maintain compliance, with the Standard to be accredited.

3. If continuing accreditation, I affirm that the camp continues to meet the standards verified by the visitors on the day of the visit as well as the current applicable mandatory standards.

4. I understand that accreditation may be withdrawn or withheld by ACA, in its sole discretion, from a camp going through the accreditation process:
   a. if false information is knowingly provided to the visitors or ACA local office or national personnel;
   b. if it is verified that compliance with the ACA Standards is not being continually maintained;
   c. if ACA has been notified by appropriate federal, state, or local authorities that laws which significantly affect the health and safety of campers or staff have been violated, or ACA has documented reason to believe that such violations have occurred;
   d. at the discretion of the ACA Local Council of Leaders or Affiliate Board of Directors, following a local review and notification of the National Standards Commission (NSC) prior to such action being taken. The camp has the right of appeal to the NSC in the event of such action. The NSC has the final and absolute authority in such matters;
   e. if the camp fails to comply with the Logo Usage Terms & Conditions Agreement or the terms of this Statement of Compliance;
   f. reputational implication for ACA if ACA remained associated with such individual or the camp that employed the individual; or
   g. if the camp has, at any time, used the ACA-accreditation logo when been convicted of a crime, has been found liable of wrong-doing in any civil proceeding, or in ACA’s opinion, would have a material adverse if anyone associated with the operation of or employed by the camp has not ACA accredited, including but not limited to use of the ACA-accreditation logo when the camp has not paid the applicable dues payment to ACA.
5. My camp has complied and will continue to comply with all of the current applicable mandatory standards for accreditation.

6. Upon accreditation, ACA grants a limited, terminable, non-exclusive license to use the ACA-accreditation logo to its accredited camps. In its use of the ACA-accreditation logo and any other ACA trademarks, I hereby confirm the camp complies with ACA’s Logo Usage Terms & Conditions Agreement (www.ACAcamps.org/logos/terms-accred). I acknowledge that my camp’s ability to use the ACA accredited camp logos or ACA marks shall automatically and immediately terminate if my camp ceases to be accredited. ACA makes no representations or warranties, express or implied, related to the ACA logos or ACA marks, including without limitation any warranties of title or noninfringement.

7. I understand my camp’s right to use the ACA-accreditation logo or any other ACA trademark is conditioned on compliance with ACA’s Logo Usage Terms & Conditions Agreement and, prior to any use by my camp of the ACA-accreditation logo or any other ACA trademark, my camp’s payment of the necessary fees for accreditation, my camp’s completion and delivery to ACA of a signed Statement of Compliance, and ACA’s confirmation that ACA-accreditation has been earned by my camp. I further understand that my camp may not display or use the ACA-accreditation logo or any other of ACA’s trademarks if: (i) the camp has not paid the necessary fees for accreditation; (ii) a legal representative of the camp has not signed and returned this Statement of Compliance for the current calendar year; (iii) accreditation has never been earned or has been removed for any reason; (iv) the camp fails to comply with the Logo Usage Terms & Conditions; or (v) upon notice from ACA, the camp fails to promptly cease any use of the ACA-accreditation logo or any other ACA mark. Any improper use of any ACA logo or ACA mark is subject to prosecution to the full extent of the law. The camp acknowledges that all use of the ACA logos or marks inure to the benefit of ACA.

As the legally authorized representative of Camp Number __________________________

Camp Name __________________________

Year of last accreditation visit __________________________

I have reviewed the current standards under which the above camp was last visited and I do hereby affirm that the camp, which I represent, meets the requirements established in the Statement of Compliance above. I further affirm that the camp, listed above, adheres to all of the current applicable mandatory standards for accreditation.

I understand and agree, on behalf of the camp, that accreditation is subject to the camp’s continued compliance with the requirements of this Statement of Compliance and that this Statement of Compliance and all terms and conditions incorporated herein, including, without limitation, the Logo Usage Terms & Conditions Agreement, and ACA Standards comprise an agreement between the camp and ACA that governs the camp’s operation as an ACA accredited camp (the “Agreement”). This Agreement shall be governed by the laws of Indiana, without regard to any conflict of law principles to the contrary. All disputes arising out of or related to this Agreement shall be exclusively brought and exclusively maintained in the State courts located in Marion County, Indiana, or the United States District Court for the Southern District of Indiana, Indianapolis Division (or upon appeal, to the appellate courts of corresponding jurisdiction). Each party consents to and waives any objection to the exclusive personal jurisdiction and exclusive venue of such State and Federal courts.

I represent and warrant that I have the necessary authority to execute and agree to all of the terms of this Statement of Compliance on behalf of the camp identified above.

Signature (required) __________________________ Date __________________________

Printed Name __________________________ Email Address __________________________

Position __________________________

Please sign and return to:
American Camp Association • 5000 State Road 67 North • Martinsville, IN 46151-7902
• email accreditation@ACAcamps.org
Forms may also be submitted online at www.ACAcamps.org/soc