

# The CampLine®

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

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## The CampLine®

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## Business Interruption Risks

Edward A. Schirick, C.P.C.U., C.I.C., C.R.M.

Camp directors don't spend enough time considering the risks of business interruption. Inadequate preparation increases the risk of financial loss and carries with it potentially catastrophic implications for the future of the business.

Business Interruption insurance is also known as Business Income insurance, or Time Element insurance. It is written as part of the property insurance policy, but is a separate coverage part, distinct from the insurance purchased to protect the value of buildings and contents.

The generally accepted purpose of Business Interruption insurance, or Loss of Business Income as it is more commonly known today, is to replace the earnings of your business including certain continuing operating expenses, just as if no interruption of your business had occurred. In the camp business, whether you run a day or resident camp, the purpose of this insurance is to help you stay open no matter what the cost.

### Business Interruption Basics

Most of the camp underwriters use the same contract language, the *Business Income (and Extra Expense) Coverage Form*. This form has two main features: 1) Loss of Income protection, and 2) Extra Expense insurance.

Loss of Income means 1) "Net income before income taxes that would have been earned or incurred" and 2) "Continuing normal operating expenses incurred, including payroll." Business income can include rental income, too.

The policy pays the actual loss of business income sustained during a period of restoration (the period when facilities are being rebuilt, or repaired) when operations are suspended.

Extra Expense means "necessary expenses you incur during the 'period of restoration' that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss."

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## Business Interruption Risks continued from page 1

The insurance company will pay any Extra Expense to avoid, or reduce the suspension of business and to continue your operations at your location, or at a replacement location. If you can't stay in business following a property loss the insurance company will pay any Extra Expense to repair, or replace any property, or research, replace, or restore lost information on damaged valuable papers and records if the expense reduces the amount of the loss that you would otherwise be claiming under the Loss of Income coverage.

"Period of Restoration" means that period of time, which begins either immediately, or within twenty-four, or seventy-two hours (depending upon how your coverage is set up) following the direct physical loss to your covered property and ends on the earlier of:

- a. The date the property **should** be repaired, or rebuilt with reasonable speed and similar quality; or
- b. The date when business is resumed at a new permanent location.

"Period of Restoration" does not include any additional time to repair or rebuild necessitated by the enforcement of any building code, or law governing repair, or construction. Coverage can be extended for this additional period, if any, through an endorsement called Increased Period of Restoration when the Causes of Loss form has been amended to include Building Ordinances.

### Extended Business Income

If a covered cause of loss forces suspension of your operations, which results in a loss of income claim, Extended Business Income pays the actual loss you sustain for a period of time following resumption of your operations.

Typically this period is limited to thirty or sixty days, but coverage can be extended for up to one year or more. This coverage is designed to reimburse a business for ongoing loss of income as the business tries to regain the level of income it had before the loss. This protection is specific to your business. It does not respond to loss of income attributable to unfavorable business conditions caused by the impact of a covered cause of loss in the area where your business is located. An example of this is the unfavorable business conditions that existed following the eruption of Mount St. Helens, or in lower Manhattan following the 9/11 disaster.

### Direct Damage Required

The underlying principle for Business Income insurance is that there must be direct damage to property at the premises listed in the insurance policy for coverage to be activated. There is an exception to this principle for actions of a civil authority, but it is very limited.

### Order of Civil Authorities

The insurance company will pay you for actual loss of Business Income and necessary Extra Expense when a civil authority prohibits access to your insured premises due to direct physical loss or damage to property nearby. The damage

to the other property must be from a cause of loss included in your policy.

The Business Income protection begins seventy-two hours after the order and only lasts for three consecutive weeks. Extra Expense insurance begins immediately and lasts for three consecutive weeks, or when your Business Income coverage ends.

### Determining the Limit of Insurance

Establishing a limit of insurance for Business Interruption/Loss of Income insurance requires completion of a worksheet. Your insurance broker can provide you with a worksheet. The other document you'll need will be last year's income and expenses and this year's budget. Complete the worksheet as best you can. Enlist the help of your accountant if necessary. Enter the information in each of the categories on the worksheet, and send it back to your insurance broker for a quote.

### Coinsurance

Completion of the Business Income Worksheet permits the insurance company to waive the coinsurance clause if they are so inclined. This is advantageous. Otherwise, if coinsurance applies, you might not be fully reimbursed for your loss if the limit of insurance does not equal the percentage of coinsurance shown in the policy.

### Sample Triggers for Business Income Insurance

Now that we have identified some of the basics of Business Income and Extra Expense insurance, let's look at some examples and explore how the insurance responds to them.

#### Your Dining Hall Burns to the Ground

You are awakened by noise and the smell of smoke. You look out your window to see your dining hall with flames breaking through the roof. It is a total loss.

This is the classic case. Business Income and Extra Expense insurance would be triggered by this event, because fire is a covered cause of loss, which resulted in direct damage to the property.

The insurance company should respond pretty swiftly to this scenario. Given the short time within which income is earned the claim department will want to keep you open if at all possible. This is where the Extra Expense portion of the policy responds by paying for a large tent, a field kitchen, paper plates, plastic utensils, tables and chairs, etc., so you can continue to feed everyone.

If some parents withdraw their children, any loss of income would be covered.

#### Order of a Civil Authority

A forest fire approaches your area. The local authorities order an evacuation.

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# Staffing Issues for a Quality Camp Program

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

## The Issue

There are many areas of staffing important to the running of a quality camp program. Camps, for example, must be sensitive to the variety of state and federal laws that outline procedures and parameters for the hiring, firing, and management of camp employees. Laws such as the Americans with Disabilities Act, Civil Rights and Workers' Compensation must be understood and complied with. These laws and doctrines affect a camp's liability to its staff. However, a growing and key area of concern, and the focus of this article, is the critical reality that a staff member's actions can *create* liability for the camp. What is the basis for this liability exposure? How does a camp minimize its exposure for the acts of its staff? How does a camp respond? This article will outline the framework and provide some practical solutions.

## The Challenges

Fueling this staffing issue are several key factors, playing into most camp or outdoor recreation arenas. From a marketing perspective, camps feel increasing pressure to differentiate their operation from the camp down the road, or within the region. Every camp is looking for a way to distinguish their operation, whether on their Web site, in their brochure, or at the next conference or trade show. This pressure fuels the increasing desire to develop new "toys," offer new activities, venture into new environments, and create more variety in the camp experience. At the same time, camps are seeing developing and increasing standards, new and increasing camper health and behavior issues, and importantly, new and increasing camper and parent expectations about both camp quality and safety. As a result, camps must be increasingly vigilant about understanding their exposure and seizing opportunities to minimize that exposure, while focusing on the main goal of running a quality operation.

## The Problem

A camp's liability exposure for acts of its staff is key because staff are on the front line. The staff are in many ways, a central piece of the camp's identity, projecting, and protecting, the feel, the personality, and the reputation of the camp. These are the folks who make the first impression when kids hop out of the car, and families walk up the steps to the camp registration desk. These are the folks who supervise, instruct, and lead the campers in the day's events and activities. These are the folks who respond, when a camper is hurt. Issues arising from staff conduct or judgment can and do lead directly to injury or loss to campers, and inevitably, to injury or loss to the camp, including the loss of money, loss of reputation, and loss of business.

## Legal Framework

What is the nature of a camp's legal exposure for the acts of its staff? When a camper gets hurt, and a lawsuit is filed, the most common claim filed against the camp (and sometimes, against the individual employee) is a claim of negligence. That is, a claim that the camp — or its employee — failed to exercise reasonable care (was "negligent") in the conduct of some aspect of the program, and that that negligence caused the camper's injuries. To prove a claim of negligence, the plaintiff must prove that there was: 1) a duty owed; 2) a breach of that duty; 3) a loss [to property, or a personal injury, physical or emotional]; and 4) a causal connection between the breach of duty and the loss.

## Nature of Claims

Generally, a camp can be both *directly* and *vicariously* liable for the acts of its employees. For example, if a camper is injured as a result of the alleged carelessness, inexperience, or inattentiveness of a camp employee, a camper ("plaintiff") lawsuit might claim that the camp was negligent in hiring or training the employee ("direct" liability). Alternatively, the plaintiff may claim that the camp is responsible for the employee's negligent instruction or supervision of the injured camper, committed in the course of his/her employment ("vicarious liability"). This vicarious liability (often referred to as the doctrine of "Respondeat Superior") commonly extends as well, to a camp's volunteer leaders or interns. The notion is that the employee or other representative is a logical extension of the camp and that the camp should therefore be responsible for its employees' acts or omissions, during the course of the work time.

Different types of legal exposure come into play in the event the camp hires independent contractors to conduct or instruct activities or programs. This might be the case, for example, if a camp wanted to offer horseback riding activities to its campers but did not own its own horses or run its own equine program. The camp might hire an organization down the road to conduct horseback riding lessons for the campers during their month-long stay or simply offer a day horse pack or horseback riding trip during the camp session.

Generally, to be defined and considered an "independent contractor" under the law, the individual or entity must retain control over the scope and details of how it conducts its work. If the relationship is upheld, the independent contractor, not the camp, will be legally responsible for the acts of its employees and any injury to campers hurt on its "watch." However, if the camp calls the individual an independent contractor, but treats the relationship otherwise (directing and controlling, for example, the scope and details of the individual's work), the court can call it what it wants, and treat the independent contractor as an employee, thereby subjecting the camp to vicarious liability. In addition, the camp must exercise diligence

*continued on page 4*

in selecting any independent contractor, because it can be held responsible to an injured party on a claim that it negligently selected the independent contractor.

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*Laws vary from jurisdiction to jurisdiction, and a camp's own unique operation can have a bearing on how it hires its staff and structures its programs.*

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Another legal twist is a camp's legal liability on an "agency" theory. Under the legal doctrine of "apparent authority," a camp can be found liable for the acts of an independent contractor or third party if it *appears to the public* that the camp is responsible (even if it isn't) for the other party's actions. This can happen, for example, if a camp uses a third party to conduct a particular activity, but doesn't disclose to the public that there is another entity involved.

### **Defenses**

The camp can assert a variety of defenses in response to a claim of negligence (either direct or vicarious). These include: 1) that one of the elements of a claim of negligence is missing (for example, the camp did not owe any duty or was relieved of a duty owed); or, 2) that the injury resulted from a camper's contributory fault or negligence. A common defense stems from the "inherent risk" legal doctrine — the well-accepted notion that a provider of outdoor or recreation activities has no duty to protect participants from the inherent risks of those activities, and has no legal responsibility for harm to a participant that results from those risks.<sup>1</sup> An admitted gray area is defining the line between inherent risks and negligence. However, in some jurisdictions, courts have ruled that, in the instructor/student context, the inherent risks of the activities *include* instructor carelessness, stretching the inherent risk doctrine beyond its original limits (this extension has also been applied as between co-participants in sport or recreation activities). Another common defense is that the participant signed a document assuming the risks of the activity, and/or agreeing to release the camp from liability for its negligence. These types of documents, if upheld, can justify dismissal of a claim; in essence, the participant has agreed to relieve the camp of liability for harm to the camper resulting from the camp's negligence.

A fuller discussion of the law goes beyond the scope of this article. However, understand that the laws vary from jurisdiction to jurisdiction, and a camp's own unique operation

can have a bearing on how it hires its staff and structures its programs. Work with your legal counsel to understand how these laws and doctrines apply in your jurisdiction. In addition, understand that the *ACA-Accreditation Standards for Camp Programs and Services*, 1998 ("ACA Standards") address camp staff and staffing issues in a variety of areas and should be taken into consideration as well, whether or not a camp program is accredited. Standards in the industry, including the ACA standards, are an important measuring stick used by courts and juries (and experts) in determining whether a duty was owed, and whether that duty was breached in a given case (see discussion below).

### **Areas of Concern**

Areas of concern regarding liabilities created by staff inevitably focus on the prospect of injuries to campers. Issues include the screening, hiring, training, and supervision of staff (including volunteers); disclosure to campers and families regarding staff and their competencies; and responsibilities of the camp for (and to) staff during off-duty times.

In addition, the camp must deal with independent contractors in such a way that their status does not change to one of employment and a resulting enlargement of exposure to the camp to claims arising from their conduct.

The priority, and the solution to these issues of a camp's liability, is of course the maintenance of a quality program — one that is fair to the campers and their families, reasonably manages the risks of the camp environment and activities, and reasonably meets the expectations of the camp community as a whole. Such a program will minimize serious incidents and create relationships that will facilitate an efficient and mutually acceptable resolution of problems — even serious injuries.

### **Hiring**

A quality program will conduct personal interviews and background checks on its personnel and collect references. Background checks regarding younger staff members will be limited, if they are available at all, and references and personal interviews therefore take on added importance. ACA Standards (See Human Resources, Standard HR-4, and Appendix P) must be understood. Be prepared to defend against any deviation from those standards. The information sought by your background checks, interviews and references, and what you do with the information that you gather will be carefully analyzed by a potential claimant with the benefit of hindsight.

To avoid a successful claim of negligent hiring (or screening or retention), you must be able to show that you acted in these matters in the same way a reasonable camp professional would have acted in the same or similar circumstances.

### **Staff Competency**

Your administration must understand and communicate the responsibilities of the staff member, which include not only competency in certain activity areas, but a demonstrated

ability to deal with these energetic and creative young people. Campers today arrive with expectations, and with behavior and medical issues (as well as the traditional homesickness and medications) that present special challenges to staff, not encountered even ten years ago. It is your responsibility to understand these special challenges and hire accordingly. Your background checks must recognize that staff will have direct and close relationships with vulnerable young people.

*ADA and state law employment issues are not within the scope of this article, but certainly merit your consideration. Consult with competent employment counsel.*

### ***Independent Contractors***

You will be charged with a similar duty of reasonable care in your selection of independent contractors: Did you act reasonably in hiring a transportation company (or an independent driver) to carry your campers to an off-campus activity? What was the nature of your investigation or inquiries? Did you ask for references? Do you have any reason to believe that this person, or organization was not capable of handling the tasks assigned? Has your contractor conducted background checks of its staff?

Failure to scrupulously maintain independent contractor status, by refraining from directing the manner in which he or she does the job, for example, can have serious consequences. These consequences include fines and penalties and the payment of taxes that otherwise should have been withheld from an employee and, significantly, vicarious liability for the acts or omissions of that person, which might have been avoided if the person had in fact been treated as an independent contractor.

### ***Training and Supervision***

Training must be provided regarding equipment, activities, and supervision of campers. Staff members must be familiar with the inherent and other risks of the camp experience, including the activities, the environment, and the special issues presented by the campers themselves.

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The camp administration, in determining and developing competencies, must address a variety of new activities (challenge courses, for example); new “toys” (including at the waterfront); and new environments (wilderness outings, and inner city or other urban projects or visits). In addition, staff members must be familiar with and adhere to policies of the camp, and, importantly, standards and accepted operating procedures within the camp industry. The ACA Standards are particularly pertinent. (See, generally, Human Resources Standards.) If an injury occurs, a competent lawyer for the injured person will look for a violation of the camp’s own practices, policies and procedures, and to industry standards. The act or omission of the staff person will be measured against what was or should have been the expectations of the particular camp administration. Staff should receive training regarding unique issues involving today’s campers and be aware of prominent issues of the time, including eating disorders, attention deficits, and sexual misconduct. Training must include the identification of these and other important issues and an understanding of corrective or adaptive measures accepted by the camp.

Training and supervision of independent contractors should focus on adherence to camp policies, and outcomes, and not otherwise on the methods of the contractor in performing his tasks.

Staff members should receive periodic reviews of their performance and relations with campers, by peers and supervisors. In this area, too, the ACA standards are helpful.

### ***Employment and Other Contracts***

The camp’s relationship with its staff members should be governed principally by a written agreement of employment. The elements of such an agreement would include at least the following:

- a. The duration of employment, including the start and stop dates;
- b. Compensation;
- c. Duties and expectations, including specific activities, and responsibilities for cabins and equipment, dining room duties, general responsibility for campers; drug, alcohol, “exclusive relationships,” and other prohibitions; acknowledgment of camp policies and standards;
- d. Off-duty issues, including a disclaimer by the camp of any responsibility for injuries suffered by the staff person during such time; (and perhaps a release signed by the camp staff member, of claims arising from off-duty activities);
- e. Available insurance (including workers’ compensation insurance), and its coverage limitations;
- f. Causes and procedures for termination.

Camps should consult with legal counsel regarding the laws of their particular jurisdictions that might allow “employment at will” — that is, an employment relationship that may be terminated at any time, for any reason, without legal consequences. Camps will find it difficult under the laws of

*continued on page 6*

certain states to set out tasks and expectations, and the consequences of failing to perform satisfactorily, and, at the same time, maintain an employment at will relationship with the staff person.

Minors are not competent under the law to contract, but camps may wish to have the minor intern or counselor-in-training sign a document setting out the terms of employment and other elements of an employment contract. Seek the assistance of legal counsel on how you might commit a minor to an understanding of, and compliance with, these matters.

A camp may choose to have a single form of contract for a variety of employee functions — counselors, wranglers, maintenance personnel, etc. Camp policies and general expectations will not vary, though the description of duties, compensation, and certain other terms will.

Independent contractors also require written agreements. These may include a description of the responsibilities and outcomes expected; an express acknowledgment of the independent contractor relationship; the contractor's agreement to release the camp for injuries or other losses suffered by the contractor; the contractor's agreement to indemnify (agree to protect) the camp, in the event the camp is named in litigation resulting from the contractor's activities or otherwise; and the contractor's agreement to obtain liability insurance sufficient to cover claims, and to add the camp as an additional insured.

### **Insurance**

The camp should be familiar with its own insurance policies, including protection from claims of campers and third parties. Particularly important will be an understanding of who is covered by such insurance (contractors? volunteers?) and what claims might be excluded (sexual misconduct, for example, is not included in all such policies).

### **Camp Agreement**

Camps will (or should) have a camper agreement in which campers and their families acknowledge and assume the risks of the activities of the camp session; release (to the extent the law allows) the camp from claims arising from those activities; and, indemnify the camp from claims arising out of the camper's experience.

### **Marketing**

The careful camp administration will be cautious in its representations of staff competencies, avoiding the use of extravagant promises of experience or abilities. If expertise in a certain undertaking is limited, either avoid that activity, or be very clear in describing staffing issues to your camp families.

If independent contractors are used, the administration should make it clear that independent contractors will be

used for identified activities and that, while care has been taken in their selection, the camp is not responsible for what those independent contractors do. A family that has reason to believe that the contractor is an employee, or acting in some agency relationship, may attempt to hold the camp responsible for that contractor's misconduct.

## **Conclusion**

As we said at the outset, a camp's staff is its interface with the camp family. The policies, standards, and codes of conduct, and the beautiful surroundings, quaint structures, and modern gear are of no consequence if staff members do not deal professionally with the young men and women entrusted to them. Campers and their families have a right to expect careful selection, training, and supervision of staff. A camp's failure to address these important issues can have serious consequences for the camp. A quality camp operation will give careful attention to these staffing issues. ■

*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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#### **Endnotes**

<sup>1</sup> Many states have enacted statutes defining the inherent risk doctrine as it applies to one or more recreational activities (e.g., many states have a "Ski Act," an "Equine Act" or a "Baseball Act." Other states, like Wyoming, have a statute applying the inherent risk 'no duty' rule to a broad variety of recreational activities. It is important to understand these laws in your jurisdiction, and what impact they may have on your operation. For example, some laws require that providers include a written warning in any contracts entered into with participants. Other laws may restrict or affect the camp in other ways. Check with your legal counsel.

# Reducing Risk Liability for Dental Injuries at Camps

Paul R. Krasner, D.D.S.

In a research study of the occurrence of dental trauma in children, it was determined that 25 percent of all school-aged children will experience a dental injury each year (Uji and Teramoto 1988). There are presently 53 million school-aged children in the US. That means there will be approximately 13 million children who will have a dental injury this year in the U.S. Since we are in a litigious society, it can be assumed that a substantial number of these parents will seek restitution for their children's injuries sustained while attending camps.

Dental injuries to children while at camp functions can result in large amounts of money in reparations and long, costly court endeavors. The proper, immediate treatment of these types of injuries gives parents reassurance that the camp personnel are acting in the child's best interest and decreases the likelihood of permanent disfigurement and resulting litigation. It is important that all camp personnel are educated with the information they need to properly treat these types of injuries therefore, reducing the camp's liability exposure related to dental injuries.

## Liability Reduction Measures

Being prepared in two different areas can reduce liability: (1) preparing a dental emergency treatment kit and (2) taking administrative measures.

### Dental Emergency Treatment Kit

The preparation of an emergency kit is essential for proper, immediate treatment. This kit needs to be placed in several accessible areas including all camp nurse stations, at swimming pools, and in first-aid kits wherever children are active. This kit should include each of the following items:

1. Small bottle of oil of cloves
2. Cotton-tips
3. 2-inch- by 2-inch gauze squares

4. Dental wax
5. Save-A-Tooth® emergency tooth preserving system
6. Wire cutters
7. Topical anesthetic (benzocaine or Anbesol®)
8. Aluminum sulfate (styptic pencil)

### Administrative Measures

In order to reduce the damage to the injured child the following administrative actions are recommended:

1. Every camp should establish a list of dentists to whom they can send an injured child in an emergency. The list of dentists should include their hours and what kind of emergency treatment they can perform.
2. In addition to a listing of a child's physician during registration, a child's dentist should also be listed with his or her telephone number.
3. Local hospital emergency rooms should be contacted to find out their policy for treating dental emergencies.
4. If possible, camp personnel should obtain permission from parents to permit treatment of dental injuries, in particular, tooth avulsion.
5. Camp staff should be trained in appropriate treatment of dental injuries. In particular, treatment of avulsed teeth must be discussed and known by all staff. As little delay as one hour in treatment of these teeth can cause their loss.
6. Children participating in sports activities should have a written standard for mouth protection and implementation assurance measures.

The creation of a dental emergency kit and the implementation of administrative measures are essential to reduce liability, however, these actions alone are not sufficient. The camp nurse and staff must be trained and prepared to act when a dental emergency occurs. In order for these people to act, they should

be trained on identifying and treating the most common dental injuries.

### Common Dental Injuries

There are five basic types of dental injuries that may occur while children are at camp. These are described in Table 1 on page 8.

Depending on the type of causative agent of the trauma, one or more teeth can and usually are damaged. This can result in a combination of any of the above-described injuries. For example, if a baseball strikes a child in the mouth, three teeth could be fractured, one tooth could be luxated, and three additional teeth could be avulsed resulting in damage to a total of seven teeth. It is rare that only a single tooth will be damaged in any traumatic situation.

### Proper Emergency Treatment

The person providing emergency care most likely will not be a dentist, therefore, all of the following treatment measures are meant to alleviate distress and place the situation in the best condition to minimize future dental health problems. Acetaminophen can be given in any of the following emergency situations for discomfort. Topical anesthetic, like benzocaine or Anbesol®, can be used whenever the gums or lips are abraded and if bleeding is difficult to stop, aluminum sulfate (styptic pencil) can be used.

### Concussion

No definitive treatment for concussion is necessary. Follow-up evaluation by a dentist is imperative because, even though the blow has not caused observable damage, the pulp of the tooth may require treatment.

### Fracture

The fragments of the broken tooth should always be retrieved and placed in water or another storage fluid. If a Save-A-Tooth® is used, all of the

*continued on page 8*

fragments can be placed in the same container. These fragments should be taken to the dentist who may be able to bond them back onto the tooth.

If the camper experiences pain in the tooth at the site of the fracture, dental wax can be placed over the exposed tooth. If the wax does not adhere or alleviate the pain, oil of cloves on a cotton-tip can be placed on the exposure site.

### Luxation

If a tooth is pushed out of position but remains fully in the gum tissue it should be left alone, but if it is dangling or even half way removed from the socket, the tooth should be pushed back into place, and the camper should bite on gauze that is placed between the upper and lower teeth. The biting pressure should be continued until treatment by a dentist is received.

If the camper has orthodontic appliances on the injured teeth and a wire is protruding and cutting the lips or gums it should be cut away with wire cutters.

### Intrusion

This is a nontreatable condition for a layperson. The person at the accident scene should make sure that they are

not observing an avulsed tooth. They can do this by looking into the site of intrusion and observing if any tooth can be seen. That person should double check to make sure there are no avulsed teeth. The camper should be brought to the dentist immediately.

### Avulsion

Look in the mouth and attempt to determine the number of teeth that have been knocked out; do this by counting the number of holes. Pick up all of the avulsed teeth and attempt to put them back into the correct socket. This may be difficult to do for a layperson. If there is concern at determining this or if there is any of the following difficulties that may prevent a replantation, the teeth should be placed in the best storage environment possible, a Save-A-Tooth® system if available (Trope 2002).

The Save-A-Tooth® emergency tooth preserving system is the new standard of care for avulsed teeth. The teeth should be picked up by the crown and placed into the system as quickly as possible. It is not necessary to rinse the teeth before they are placed into the system; the basket and netting will allow for atraumatic cleansing and prevent

any further damage to the delicate tooth root cells. The child and teeth should then be taken to the nearest dentist or emergency room. Save-A-Tooth® will protect and nourish the knocked-out teeth for up to 24 hours, so other injuries can be treated before the tooth is replanted if necessary.

If a Save-A-Tooth® is not available, the next best alternative is milk, however, the milk must be obtained quickly and kept fresh and cold. If cold, fresh milk is not easily accessible, the teeth should *not* be handled in order to take the child to a location with milk. Handling the teeth crushes the tooth root cells and can cause the teeth to be permanently lost. If the teeth are stored in milk, a dentist should replant the teeth as quickly as possible.

## Protecting the Camp and Campers

Dental injuries can and will occur while children are at camps. Litigation has been and will continue to be instituted as instruments of reparation for these injuries. In order to reduce the occurrence of dental injuries, reduce the initiation of lawsuits, and lower the judgments for these incidents, camp personnel must be proactive. This article has recommended both administrative measures and emergency kits that can be instituted in preparation for dental trauma. With the utilization of all of these, camp personnel can protect themselves and their campers against the consequences of these occurrences. ■

### References

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Table 1  
Common Treatable Dental Injuries

Injury Type	Description of Injury	Treatment
<b>Concussion</b>	Forceful impact on teeth <ul style="list-style-type: none"> <li>Teeth stay in place</li> <li>Can be painful</li> </ul>	Pain relieving measures Recommend professional evaluation
<b>Fracture</b>	Broken off portion of teeth enamel or larger portion of teeth <ul style="list-style-type: none"> <li>Exposed dentin or pulp is very sensitive to air and temperature causing pain</li> </ul>	Pain relieving measures Cover exposure Seek professional assistance
<b>Luxation</b>	Forceful impact moves teeth from its normal position <ul style="list-style-type: none"> <li>Causes bleeding</li> <li>Can be painful</li> <li>Can prevent normal bite</li> </ul>	Pain relieving measures Control bleeding Seek professional assistance
<b>Intrusion</b>	Forceful impact pushes teeth deep into socket <ul style="list-style-type: none"> <li>Very painful</li> <li>Possible jaw fracture</li> </ul>	Pain relieving measures Seek professional assistance
<b>Avulsion</b>	Forceful impact knocks teeth completely out of socket <ul style="list-style-type: none"> <li>Causes bleeding</li> <li>Is painful</li> <li>Teeth can be lost permanently</li> </ul>	Immediate replantation if possible Preserve and protect teeth for transportation Control bleeding Pain relieving measures Seek professional assistance

## Trends Identified by Insurance Companies

Representatives of many of the insurance companies that insure camps joined together with the ACA Insurance Committee to discuss industry trends. They met in conjunction with the ACA National Conference in February 2005 in Orlando.

The following trends were identified by the participants:

### *Transportation*

- No change on insuring fifteen-passenger vans
- Looking at minimum age of twenty-one for all drivers — especially if transporting children
- Looking at a maximum age for all drivers — it is usually age seventy especially if you go outside of the camp marketplace
- Virginia and North Carolina requesting car seats/booster seats for up to age nine

### *Claims Trends*

- Increases in camper-to-camper inappropriate behaviors/acts
- Post season use of the camps — camps need to have better use agreements to clarify responsibilities
- Increase in crime claims from camp stores
- Property losses — some are losing focus on the content of structures — they are insuring the structures pretty well but not paying attention to what it costs to replace the contents
- Non-horse-related incidents of animal claims — such as rabies from a sheep
- Pollution and mold claims are on the increase
- Travel programs — are becoming harder to insure — hard to find coverage — some companies are just not writing it
- Employment practices coverage — very important — exposure is increasing

Contact your camp's insurance provider for additional details regarding trends in the industry and any changes in your coverage.

## Pesticide Risk Management

**B**y their nature as substances that in many cases are designed to kill pests, pesticides can pose risks to humans and to the environment. It is possible to reduce those risks in several ways. For example:

- EPA gives priority in its registration program for conventional chemical pesticides to pesticides that meet reduced risk criteria: low-impact on human health, low toxicity to non-target organisms (birds, fish, and plants), low potential for groundwater contamination, lower use rates, low pest resistance potential, and compatibility with Integrated Pest Management. To review the EPA's reduced risk criteria, visit [www.epa.gov/oppmsd1/PR\\_Notices/pr97-3.html](http://www.epa.gov/oppmsd1/PR_Notices/pr97-3.html).
- Some pesticides are less risky, for example, many biological pesticides that are derived from such natural materials as animals, plants, bacteria, and certain minerals pose a lower risk. For example, canola oil and baking soda have pesticidal applications and are considered biopesticides. However, other plant-derived pesticides such as nicotine can be quite toxic. For more information about biopesticides, visit [www.epa.gov/pesticides/biopesticides/](http://www.epa.gov/pesticides/biopesticides/).
- EPA is reviewing older pesticides to ensure that they meet current safety standards. The results of these reviews often include actions to reduce risks from pesticides, such as establishing or enlarging buffers to protect surface water bodies, changing the amount or frequency of use of a pesticide to reduce exposure, limiting use of the pesticide during periods when a non-pest species might be affected, eliminating or modifying uses that pose unacceptable risks to people, particularly children. A complete list of pesticides and review status with the EPA is available at: [www.epa.gov/pesticides/reregistration/](http://www.epa.gov/pesticides/reregistration/).
- In many situations, there may be nonchemical methods to control pests. EPA recommends considering and using these methods as part of an overall pest management strategy, often called Integrated Pest Management. For more information, visit [www.epa.gov/pesticides/food/ipm.htm](http://www.epa.gov/pesticides/food/ipm.htm).

Source: U.S. Environmental Protection Agency, [www.epa.gov](http://www.epa.gov)

Under this scenario, Loss of Income and Extra Expense insurance will respond, but only for three consecutive weeks. What you do with everyone in the mean time is another and perhaps bigger issue.

Suppose the situation involved an earthquake, would the outcome be different? Under these circumstances, there would be no coverage for Business Interruption unless your property insurance policy included insurance for earthquake as a covered cause of loss.

What if you evacuated before the local authorities required it? Any loss you incurred in this situation might be questionable. A good case could be made for coverage however, but some discussion might be needed.

### ***A Bomb Threat***

You receive a phone call that a bomb has been planted on the camp premises. You call the police and decide to evacuate the property until the police bomb squad has a chance to search all the buildings and premises. This situation is picked up by the local media and almost immediately some parents contact you and decide to take their children out of camp.

How does your Business Income and Extra Expense insurance respond? A bomb threat won't trigger your insurance. Most likely there will be no coverage for any expense you incurred in the emergency evacuation or for any loss of income unless there is direct damage to your premises.

A bomb explodes on your premises, but fortunately no one is injured. There is damage to a building. How does the insurance respond? Normally, an explosion would be

a covered cause of loss. But, in this example, it is possible this act could be considered an act of terrorism. If terrorism is a covered cause of loss in your property insurance then it is likely coverage would be afforded. If terrorism is excluded coverage for the Loss of Income, Extra Expense might not apply.

### ***Different Exposures/Different Needs***

Do day camps and resident camps have different Loss of Income and Extra Expense insurance needs? Definitely! While day and resident camps are similar in many respects, there are different exposures to loss and different responses necessary.

For example, day camps may be able to operate at temporary premises much easier than a resident camp. Differences such as this should be considered when doing risk management planning and when establishing the limits of insurance for Loss of Income and Extra Expense coverage.

Remember, insurance does not respond to all of the risks of business interruption. Don't limit your thinking to events that just cause physical damage to your property. Consider the entire range of risks and include methods for reducing, transferring, or avoiding them in your risk management planning. ■

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## Public Lands Position Statement Approved

**I**n February 2005, the American Camp Association (ACA) Council of Delegates approved a position statement on public lands.

Public lands issues are an increasing challenge for many camps and are a priority focus of the ACA National Public Policy Committee. Public lands issues differ slightly in various regions of the country but the regulatory process and overarching concerns are the same. The primary federal agencies involved include: US Forest Service, National Park Service, and Bureau of Land Management. The primary concerns for ACA are access, recognition of camp contributions to education and stewardship, and promotion of the camp community as partners and stakeholders whose input is essential in decision making concerning those lands.

Our first position statement on this issue was needed in order to address the current legislative and regulatory climate. We anticipate that any changes in public lands policy will be through regulatory changes — not legislation. However, there is a potential for an outdoor recreation act that may affect camps. ACA continually monitors federal legislation proposals and will keep members posted of any impending changes.

On a positive note, the U.S. Department of the Interior has expressed its desire to include a broader range of organizations in their discussions regarding public land use. ACA is hopeful that this action will bring about other changes that will result in more stakeholders (including camps) being able to participate in discussions/decisions concerning public land use.

### *ACA Position*

ACA supports a legislative and regulatory approach to public lands that provides nonprofit and for-profit camps with fair and equal access to public lands under conditions and regulations that are consistent from one region to another and provides access to public lands at a fair price — with simplified and reasonable fee structures — including those for camps based on public lands. Furthermore, public land use strategies should also recognize the occasional need for new or short-term access by youth serving organizations. In addition, any legislative or regulatory design for public land use should recognize the contributions made by camps for the preservation and stewardship of natural resources and provide all stakeholders, including camps, with the opportunity to have input before decisions are made. Finally, ACA urges continued recognition that the public needs the support of organizations with outdoor expertise to experience public lands fully. ■

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## Minimum Wage Update

**M**inimum wage issues are primarily state issues and are often intertwined with overtime issues. The federal Fair Labor Standards Act (FLSA) may apply in states depending upon the status of state laws and regulations. There has recently been activity in the US Senate concerning the potential of raising the minimum wage.

In March 2005, the Senate defeated a series of amendments that would have raised the minimum wage significantly. However, key Senators said in advance they hoped to use the issue to increase chances for passage of state minimum wage initiatives in 2006, as well as to highlight differences with Senators who will be on the ballot next year. Thus, we anticipate this debate will continue. Visit the ACA public policy Web page at [www.ACACamps.org/publicpolicy](http://www.ACACamps.org/publicpolicy) for updates.

In the mean time, we have developed the following questions to help camps understand the issues. First and foremost, it is important for you to contact your state labor agency — they can help you. Following are key questions to ask:

- Does your state have its own minimum wage laws or does it accept the federal law (FLSA)?
- Is there a state exemption from minimum wage and/or overtime for seasonal or recreational workers? What is the exemption and who is it for?
- Does your state have exemptions for the following individuals working in camp?
  - Students
  - Program Counselors or Program Specialists
  - Professionals (e.g., Nurses)
- What is the base rate you must pay? (e.g., forty hours at minimum wage, etc.)
- Do room and board allocations count toward the minimum wage requirement? What is the maximum amount allowed for room and board?
- How does the state count on-duty hours—specifically in regards to sleeping and mealtimes?
- What is the definition of functional staff in your state and are there differences in wage and hour provisions related to those positions?
- What kind of recording documentation system or time card is required by the state to verify hours worked and hours paid?
- What type of information pertaining to minimum wage is required to be posted and accessible to employees in your state? ■



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Be sure to update this number for your use! Stickers featuring the Crisis Hotline Number are enclosed for your convenience!