

## **Credit**

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## **Introduction**

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## **No warranties**

This website is provided "as is" without any representations or warranties, express or implied. Camp BaYouCa makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, Camp BaYouCa does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

## **Limitations of liability**

Camp BaYouCa will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
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- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Camp BaYouCa has been expressly advised of the potential loss.

## **Exceptions**

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit Camp BaYouCa's liability in respect of any:

- death or personal injury caused by Camp BaYouCa's negligence;
- fraud or fraudulent misrepresentation on the part of Camp BaYouCa; or
- matter which it would be illegal or unlawful for Camp BaYouCa to exclude or limit, or to attempt or purport to exclude or limit, its liability.

## **Reasonableness**

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

## **Other parties**

You accept that, as a limited liability entity, Camp BaYouCa has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against Camp BaYouCa's officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect Camp BaYouCa's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Camp BaYouCa.

## **Unenforceable provisions**

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

## **Indemnity**

You hereby indemnify Camp BaYouCa and undertake to keep Camp BaYouCa indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Camp BaYouCa to a third party in settlement of a claim or dispute on the advice of Camp BaYouCa's legal advisers) incurred or suffered by Camp BaYouCa arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

## **Breaches of these terms and conditions**

Without prejudice to Camp BaYouCa other rights under these terms and conditions, if you breach these terms and conditions in any way, Camp BaYouCa may take such action as Camp BaYouCa deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

## **Variation**

Camp BaYouCa may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

## **Assignment**

Camp BaYouCa may transfer, sub-contract or otherwise deal with Camp BaYouCa rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

## **Severability**

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

**Entire agreement**

These terms and conditions constitute the entire agreement between you and Camp BaYouCa in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

**Law and jurisdiction**

These terms and conditions will be governed by and construed in accordance with New York State Law, and any disputes relating to these terms and conditions will be subject to the [non-]exclusive jurisdiction of the courts of Cortland County.

**Registrations and authorisations**

The full name of Camp BaYouCa is Central New York Baptist Youth Camp, Inc.

Camp BaYouCa's address is 100 Camp Spaulding Road Smithville Flats, NY 13841.

You can contact Camp BaYouCa by email to [office@bayouca.com](mailto:office@bayouca.com).