



## Waiver, Release and Indemnity

Fifth Edition, Effective October 2015

### Camp Sylvester

#### WAIVER, RELEASE AND INDEMNITY

I understand and agree that my participation in events, programs, races, or activities organized, operated, conducted and/or sanctioned by Camp Sylvester is conditional upon my execution of this document.

1. I am aware that camping and related activities involve the possibility of **injury or death**.
2. **I accept these risks**, and all others arising from these events and programs, even if arising from the negligence, gross negligence or negligent rescue by those associated in any way with the Camp Sylvester events and programs I may be involved in, the venues at which these events and programs takes place or by those organizing, officiating, or participating in these events and programs throughout the year, including their respective officers, directors, employees, agents, servants, volunteers and representatives (the "Releasees").
3. I understand that all applicable rules for participation must be followed and that **SOLE RESPONSIBILITY FOR MY PERSONAL SAFETY REMAINS WITH ME**, including my physical and emotional preparation and fitness to participate in all events and programs throughout the year.
4. I undertake and agree to remove myself from participation if I sense or observe any unusual hazard or unsafe condition.
5. I give, a **FULL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS** that I have, or may have in the future, against Camp Sylvester, participating program organization, and all other Releasees from all liability for any loss damage, injury or expense that I may suffer as a result of my participation in any part or parts of the events or programs or my presence at any venue at which they may take place, due to any cause whatsoever including the forms of negligence set forth in paragraph (2) above or from any breach of contract or statutory duty or other duty of care including any duty of care owed by the Releasees.
6. **I AGREE NOT TO SUE** and I further agree **TO INDEMNIFY AND SAVE HARMLESS** the Releasees from all expenses, fees, liability or damage award or cost of any type whatsoever arising from my participation in these events or programs. **I HAVE READ AND UNDERSTOOD THIS WAIVER, RELEASE AND INDEMNITY**. I am aware that by signing this agreement I am waiving substantial legal rights (on my behalf and on behalf of the heirs, executors, administrators and next of kin), including the giving up of my rights to sue.

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#### GENERAL FACILITY USE AGREEMENT (CONTINUATION OF PREVIOUS (FRONT SIDE OF RESERVATION AGREEMENT):

7. Camper/Guest understands that **Camp Sylvester and/or its employees do not provide cleaning services**. It is **NOT the duty or responsibility of Camp Staff to clean facilities**, bathrooms or any other buildings. Camper/Guest upon departure is required to complete a comprehensive cleaning of all facilities used.
8. Camp Staff, will open and close Camp, instruct Camper/Guest on use of equipment and provide basic supplies including: electric service (for general use), running water (hot water limited), toilet paper, paper towels, light bulbs, hand soap, hair and body wash, appropriate surface and floor detergents and cleaner for sanitation management. Any equipment failures, or restock of supplies shall be reported to Camp Staff.
9. **All Campers/Guests to furnish bedding** (sheets, blankets, sleeping bag and/or pillow), hygiene products, bathing towel, food or any other item necessary.
10. Camper/Guest acknowledges and accepts that Camp facilities may be rented independently of other on-site facilities and services. Camper/Guest agrees to maintain the privacy of other guests/groups that may be staying on site and will not intrude or interrupt other guests and/or groups staying at Camp during the rental period. Rental of Camp does not include open use of other on site areas not defined on the contracted Reservation Agreement such as: other recreation and/or dining halls, guest house cabins, amphitheater, sport courts/fields and/or bathroom facilities.
11. Camper/Guest accepts and agrees to **be responsible for all damages or injury done** to persons or property while on the Camp property. Camper/Guest understands Camper/Guest may be individually charged for damages and agree to pay for repair and/or replacement of damaged property including labor and materials.
12. Camper/Guest understands all campfires must be within defined campfire rings. All open flame **campfires must be attended** at all time and should be extinguished by midnight.
13. Camper/Guest understands all buildings used during your stay must be **cleaned, swept and moped prior to departure**. Buildings not properly cleaned at departure will be assessed additional charges.
14. Camper/Guest agrees to only use **Scotch Blue Painters Tape** on surfaces for mounting of decoration and signage and agree not to graffiti walls and/or bunks.



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15. Camper/Guest agrees not to parking in fire lanes or emergency access routes, parking permitted in defined areas only (do not park vehicles near cabins).
16. Camper/Guest agrees not to remove beds or furnishings from assigned cabins, buildings and/or designated areas.
17. Camper/Guest understands that area **heating units are for use during cool season months (October-May)** and will not be available for use during the summer season unless determined necessary by Camp Staff.
18. Camper/Guest understands that additional rules and regulations are posted on site and will do their part to review and understands these additional rules and regulations apply during their Event/Group stay at Camp.
19. Camper/Guest understands that **no pets are allowed** at Camp excepted those certified for medical need (example: seeing eye dogs).
20. Camper/Guest understands tampering with emergency and safety equipment is a **punishable felony** and may result in **fines up to \$500.00 per occurrence/incident**.
21. Camper/Guest understands that **cleaning charges of \$150.00** per occurrence and **fines of \$50.00** per occurrence will be charged to the Applicant(s) for discharging fire extinguishers in a non-emergency.
22. Camper/Guest understands that National Forest Service Law defines that the **hours between 10:00 PM – 7:00 AM are 'Quiet Hours'** and Camper/Guest will respect Camp's neighbors and reduce excess noise during 'Quiet Hours'. If excess noise continues into 'Quite Hours', the Camper/Guest will be given warning to quite down. Camper/Guest and/or camper guests who continue to generate excess noise as determined by Camp Staff will be removed from the property without refund.
23. Camper/Guest understands that National Forest Service **Law does NOT permit** the use of **equipment that generate amplified sound** such as stereos, loudspeakers, DJ equipment or excessively loud / amplified instruments (example: drums, electric guitar).
24. Camper/Guest understands that **smoking is not permitted** anywhere on or adjacent to the Camp site.
25. Camper/Guest understands that available vehicle **parking is limited** at Camp and Applicant(s) will do their part to organize available carpools for guest campers.
26. Camper/Guest understands hot water for showers is limited and agrees to inform guests/campers to take short showers when nessesary during large group visits.
27. Camper/Guest understands that Camp is located in a natural environment setting and is subject to Sierra weather conditions including snow and heavy rains. Camper/Guest acknowledges that it is their responsibility to **understand weather reports** and be prepared for unexpected weather conditions and its affect such as ground flooding and power outages.
28. Camper/Guest staying at Camp shall not arrive on site before designated check-in time and all guests and/or groups shall be completely checked-out and off site by designated check-out time.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### **PARENTAL CONSENT FOR MINOR PARTICIPANT and INDEMNITY AGREEMENT**

I have read and understood the above waiver, release and indemnity, and have discussed the same with the minor person signing above. I am satisfied the said minor understands the waiver and release and his/her obligations are set out. In consideration of the participation of my minor child/ward I too agree to waive, release and indemnify the Releasees, including Camp Sylvester and any related individual employee or agent thereof, in the terms set out above. I am aware that by signing this agreement I am waiving substantial legal rights, which my minor child/ward and I, our respective heirs, executors, administrators and next of kin may have against the Releasees.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_