

# Johnson County Youth Camp

James Dawson

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## **EXHIBIT A--JOHNSON COUNTY YOUTH CAMP WAIVER/INDEMNIFICATION AGREEMENT**

**FOR AND IN CONSIDERATION** of the opportunity to use the Johnson County Youth Camp pursuant to the terms and conditions set forth in the "Johnson County Youth Camp Rental Terms and Conditions," to which this document is attached,

I (name) \_\_\_\_\_,

on behalf of (name of organization, if any) \_\_\_\_\_, whose

address is (street) \_\_\_\_\_ (city) \_\_\_\_\_

, (state) \_\_\_\_\_, (zip) \_\_\_\_\_

hereinafter referred to as "User", do hereby agree as follows:

1. In consideration for the right to usage of the Youth Camp, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representative, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my usage of the Youth Camp, and do hereby release and forever discharge Johnson County and the Johnson County Youth Camp, their officers, employees, affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I (we) may suffer as direct result of any use of the Johnson County Youth Camp, including traveling to and from the Camp.
2. User agrees to indemnify and hold Johnson County and the Johnson County Youth Camp harmless from any and all injuries, claims demands or causes of action which may be brought against Johnson County and/or the Johnson County Youth Camp by user or any person associated in any way with the User's event at the Johnson County Youth Camp including, but not limited to, members, representatives, employees, agents, associates, participants, observers and bystanders.
3. That in the event User allows, provides or provides for the sale of liquor on said premises, User specifically agrees to abide by all rules and regulations governing the sale of liquor in the State of Wyoming and specifically acknowledges that it will indemnify Johnson County and the Johnson County Youth Camp for any liability arising out of the sale or furnishing of alcohol.
4. User agrees to abide by all rules and regulations imposed by Johnson County Youth Camp and agrees to maintain and use said property in a reasonable manner and only for those purposes as are lawful and agreed upon by User, and Johnson County Youth Camp.
5. This waiver does not relieve the User for any liability the User may incur. The User should specifically understand that it is not covered by any insurance applicable to Johnson County Youth Camp. User is responsible for obtaining its own insurance coverage.

IN WITNESS WHEREOF I have executed this Waiver/Indemnification Agreement on this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
User Representative/Renter

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## RENTAL TERMS AND CONDITIONS

In exchange for the opportunity to use the Johnson County Youth Camp, the renter agrees to adhere to the following terms and conditions:

1. Reservations – Any recognized group approved by the Johnson County Youth Camp Board of Directors may apply for use of the camp facility. The calendar of the camp dates is kept by the Johnson County Road and Bridge. Dates are allocated on a first come, first serve basis.
2. Liability of Renter – The renter is required to be present at the Youth Camp during the entire course of the use period. The renter shall comply with all Federal, State & Local Laws while using the facilities. Furthermore, the renter assumes full responsibility and liability for the acts and omissions of his invitees, licensees, contractors, vendors, guests, relatives, friends and their respective invitees and licensees. As such, renter will be financially responsible for all damages that may occur during his/her use of the Youth Camp, regardless of who caused the damage.
3. Deposits – All renters shall submit a booking and damage deposit in the amount of \$150.00, payable no later than thirty (30) days after booking. This deposit is refundable if the facility and grounds are used and left in a satisfactory condition. The deposit will be mailed to you after a county employee or board member has inspected the Youth Camp. However, if the camp reservation is cancelled or is not used, the deposit becomes non-refundable. The exception to this rule is for unforeseen causes beyond the control of the renter, including, but not limited to, fires, severe storms, or other acts of God.
4. Rental Fees – The camp rental fee is \$100.00 per day. All rental fees must be paid at the time that the Renter picks up keys for the facility. Johnson County Residents can pay fees with cash, check, or cashier's check. Non-resident users (those who do not live in Johnson County) must pay with cash or cashier's check only.
5. Day Defined – A "Day" is defined as the period beginning at 8:00 a.m. and ending at 7:59 a.m. The "per day" rate applies usage for any part of a day. The first overnight rental will constitute two days usage. Each night thereafter will constitute one additional day.
6. Youth Groups – Youth Groups using the camp must have adequate adult supervision and chaperones. When securing application for use of the camp, each group must designate an adult who will oversee the group. There must be one chaperone for every ten or less children eight years of age or older and one chaperone for each eight or less children younger than eight years of age.
7. Garbage Disposal – Renters are responsible to remove all their garbage from the camp following their use. No garbage may be left on the premises. Plastic garbage liners should be used to facilitate handling and cleanliness. Failure to remove garbage will result in forfeiture of deposit.
8. Campfires – Campfires are NOT allowed outside the designated fire pit built for group campfires. All campfires may be prohibited when conditions dictate that it is necessary to do so. Campers should be sure the fire is extinguished when unattended.
9. Tent Trenching – Trenching for tents is NOT allowed. This restriction is necessary to preserve the fragile camp environment.
10. Cleaning – The camp must be left in as good of condition as found. The lodge must be swept and mopped. The kitchen, stove, toilets, and grounds should be appropriately cleaned.

11. Vehicles – Vehicles are restricted to the designated parking area.
12. Camp Amenities – An electric refrigerator, upright freezer, and a two (2) gas stove are available for use at the camp. These must be left clean and operating upon departure. Limited cooking utensils and silverware are available for use at the camp. Users must provide their own dishes, silverware, dish towels, hand towels, soap, etc. Well water is available via a hand pump. There are no sleeping facilities at the camp. Users planning for overnight use must provide their own sleeping equipment, i.e. beds, sleeping bags, tents, etc.
13. Insurance – Liability insurance is the responsibility of the renter.
14. Indemnification – The renter agrees to indemnify and hold harmless Johnson County, its officers, agents and employees for any and all actions, claims, costs, damages and expenses, including but not limited to attorney’s fees and court costs, arising out of the use of the Johnson County Youth Camp by the renter, renters invitees, licensees, relatives, friends, and their respective invitees or licensees associated with the rental use of the Youth Camp facilities. See also Exhibit A to these terms and conditions.
15. Personal losses and damages arising at rental – Johnson County is not responsible for lost, damaged or misplaced property placed in its facilities or on its grounds. Furthermore, the renter agrees that the County is released and discharged from any and all liability for loss, injury or damage to persons or property that may be sustained arising out of the use or occupancy of the Youth Camp facilities and/or its grounds. See also Exhibit A to these terms and conditions.
16. Firewood – Groups using the fireplace and/or fire pit will be responsible for their own wood. Some wood is available on the sight. Only “down trees” may be used. Standing trees may not be cut, carved or otherwise damaged, your deposit will not be returned.
17. ATV RIDERS - MARKED TRAILS ONLY. RIDING ON STATE LAND IS PROHIBITED AND YOU WILL BE FINED.
18. Lanterns – Liquid fueled lanterns must be filled outside, not in the lodge.
19. Close-down – Upon departure from the camp, lock all doors, windows, and gates (turn off inside and outside lights). Return keys to the Johnson County Commissioners office in Buffalo, Wyoming.
20. Sovereign Immunity. Neither Johnson County nor the Johnson County Youth Camp waive their sovereign immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring because of this Agreement.
21. Applicable Law. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this Agreement and over the parties, and the venue shall be the Fourth Judicial District, Johnson County, Wyoming.

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## Acknowledgement of Terms and Conditions

I, the renter, have read the foregoing Johnson County Youth Camp Rental Terms and Conditions and agree to abide by them in their entirety. I understand that by signing below I am executing a binding contract the terms of which can be enforced against me by Johnson County or the Johnson County Youth Camp Board.

Name of User Group/Individual \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Dates of Use \_\_\_\_\_

*Please understand that when you reserve days for the camp, even if you are decorating for an event and not staying overnight, you will be charged for those days.*

Estimated Number of People \_\_\_\_\_

Type of Group \_\_\_\_\_ Family \_\_\_\_\_ Youth \_\_\_\_\_ Adult

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Please return completed forms along with deposit to:

Johnson County Youth Camp  
C/O JC Road and Bridge  
325 Butte Street  
Buffalo, WY 82834