



Helping children become happy campers.

Camp Horsin' Around 2016 Camp User Agreement

R-442-2016
Contract # 159-2016

This Camp User Agreement ("Agreement") is made and entered into this 5th day of July, 2016 by and between (i) Horsin' Around Camp, Inc., a Kentucky nonprofit corporation ("Camp Horsin' Around"), and (ii) LEXINGTON PARKS & RECREATION ("Camper Organization").

Camp Horsin' Around and Camper Organization hereby agree to the following terms and conditions with respect to Camper Organization's use of Camp Horsin' Around's facilities located at 1159 Claunch Road, Perryville, Kentucky ("Camp Facilities"):

1. **Staff and Volunteers.** Camper Organization shall be responsible for providing and bringing their own trained staff and volunteers.
2. **Physicians and Nurses.** Camper Organization shall be responsible for determining whether a physician and/or nurse will be necessary to fulfill the needs of Camper Organization's children during Camper Organization's stay at the Camp Facilities. If Camper Organization determines it is necessary to have one or more physicians and/or nurses present at the Camp Facility during its use, Camper Organization shall be responsible for determining the number of said physicians or nurses and for providing said physicians or nurses.
3. **Orientation.** A Camp Horsin' Around staff member or volunteer shall provide an orientation tour and review emergency procedures with Camper Organization.
4. **Equipment.** Camp Horsin' Around shall provide the following equipment: **Fishing poles, bait, life jackets, basketballs, swimming pool.**

It shall be the responsibility of Camper Organization to bring any other equipment needed by Camper Organization during its use of the Facilities.

5. **Insurance.** Camper Organization shall provide proof of Liability Insurance to Camp Horsin' Around no later than two weeks prior to Camper Organization's designated arrival at camp. Camper Organization's insurance shall be current, and remain in effect for the duration of Camper Organization's use of the Facilities. Camp Horsin' Around shall be responsible for the Liability Insurance for its program staff and volunteers. Camper Organization agrees to the terms and conditions of the Insurance Agreement attached hereto and made a part hereof.

6. **Cost** to, staff, volunteers, doctors and nurses for Camper Organization, shall be \$15.00 This includes the use of Camp Horsin' Around's cabins, medical facility, pavilion and the river and program areas. Camper Organization agrees to pay in accordance with the terms of the Fee Agreement attached hereto and made a part hereof. Camper Organization shall provide transportation to and from the Camp Facilities.
7. **Cancellation.** In the event that Camper Organization has to cancel their program, Camper Organization shall provide a minimum of two weeks notice of cancellation to Camp Horsin' Around. The **\$100** deposit is non-refundable.
8. **Camp Policies, Application and Agreements.** Camper Organization hereby represents and warrants that it has read and understands the Camp Application, this Agreement, the Fee Agreement, the Insurance Agreement, the Camp Policies including the Emergency Care while at Camp Policy and agrees to abide by the provisions therein.
9. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any one or more of the other provisions hereof. The parties hereby agree that this Agreement shall be so interpreted as to give effect and validity to all the provisions hereof to the fullest extent permitted by law.
10. **Governing Law.** This Agreement will be construed and enforced in accordance with the laws of the Commonwealth of Kentucky without regard to its conflicts of laws doctrines.

HORSIN' AROUND CAMP, INC.

By: Beverly Lee
Title: Camp Director 6/13/16

[INSERT NAME OF CAMPER ORGANIZATION]

By: Jim Gray
Title: Mayor



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Fee Agreement

The quoted fee for use of Camp Horsin' Around's facilities includes lodging and use of facilities and grounds by campers, staff, volunteers, physicians and nurses.

Each Camper Organization is responsible for providing trained staff, volunteers, a physician and/or nurse during its stay. Camp Horsin' Around will provide a limited amount of equipment for programs such as Indoor/Outdoor Games. For more detailed information please review the Camp User Agreement.

Please complete this packet in full and return. Your date will be secured when this application is completed and returned with **\$100** deposit.

Camper group agrees pay the balance of fee of \$687.50 upon arrival, less Camp Deposit of \$400. Balance Remaining is \$287.50

Camp Horsin' Around, 1159 Claunch Road, Perryville, KY 40468.

The amount due shall be adjusted upward if the total number of actual campers is more than the estimated number of campers set forth in Camper Organization's Application.

Jim Grant Mayor
Signature & Title of Officer

5-Jul-2016
Date

Lexington Parks + Recreation
Name of Camper Organization



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Insurance Agreement

LEXINGTON PARKS & RECREATION

("Camper Organization") hereby agrees and acknowledges that Horsin' Around Camp, Inc., a Kentucky nonprofit corporation ("Camp Horsin' Around"), shall not be responsible for any personal injury, theft or damage done or incurred by or to Camper Organization or any of Camper Organization's participants ("Camper Group") during Camper Group's stay at and use of Camp Horsin' Around's facilities located at

1159 Claunch Road, Perryville, Kentucky ("Facilities"). Camper Organization also agrees that it will provide proof of its insurance by presenting a copy of an insurance certificate. Failure by Camper Organization to do so shall result in cancellation of Camper Organization's reservations and Camp Horsin' Around shall not permit Camper Group to utilize the Facilities.

Camper Organization has read and signed all information given to it by Camp Horsin' Around, including, but not limited to, initial letters, Application, confirmation, camp policies and contract.

Camper Organization agrees to obtain a signed Consent for Activities, a form of which is included in the User Agreement, from each of Camper Organization's participants.

Signature _____ Date _____

Organization _____

Organization Phone Number _____

Insurance Company _____

Policy Number _____

Type of Insurance _____

Insurance Phone Number _____

Return this completed page to Camp Director upon arrival for each camper and participant...



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Participant / Camper Name: _____

Age: _____

Gender: _____

Consent for Activities

I do _____ I do not _____ agree that my child is authorized to participate in any and all officially administered, sponsored or sanctioned activities conducted by _____ ("Camper Organization") at Camp Horsin Around's Facilities, including, but not limited to:

PLEASE INITIAL YOUR AUTHORIZATION FOR EACH:

- | | |
|--------------|---|
| <u> X </u> | (1) supervised swimming in a pool, |
| <u> x </u> | (2) supervised boating and fishing, and |
| _____ | (3) supervised wall climbing. |
| _____ | (4) OTHER _____ |
| _____ | (5) OTHER _____ |

I give _____ I do not give _____

the User Group or Camp Horsin" Around the absolute right and permission to publish and or reproduce any photographic and or video of my child in which he may be included in whole or in part, for any lawful purpose whatsoever.

Signed –

_____ Date _____

(Camper, Parent or Guardian)



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Camp Policies

Welcome to Camp Horsin' Around. While your group is staying at camp, we ask that for the safety of each participant, that the following guidelines be followed by each participant.

1. Confirmation will be made upon receipt of an Application. Phone reservations may be made but will not be confirmed until the Application has been submitted with a deposit.
2. **Camp Horsin' Around recommends that group leaders have certification in First-Aid and C.P.R. by an accredited certifying institution (i.e., American Red Cross, American Heart and Lung Association, etc.) and are responsible for the health needs of the group.**
3. Each group is responsible for clean up of facilities used. Duties include but are not limited to, sweep and disinfect camper cabins, pavilion and medical facilities, secure and cover pavilion tables and chairs in specified location, and garbage removal to central specified location. Groups, which do not follow through with clean up procedures will be charged an additional cleaning fee of \$ 125.00 per building. The group director shall check with the camp director before leaving the final day to be sure the inspection is acceptable and to inform the camp director that the session has ended.
4. Capacity is governed by the Health Department and State Fire Marshal. Camp Horsin' Around can accommodate 20 campers and 8 group leaders per cabin. At this time, there are five cabins available. All participants are prohibited from smoking on camp premises.
5. State Health Regulations require that no pets be allowed on the camp property. Exceptions include therapeutic and guide dogs.
6. Fishing is allowed in the Camp Pond.
7. Adequate supervision by adults is required. It is requested that cabin leaders be at least 21 years of age or older, all other supervisors or volunteers should be 16 or older. The group will provide qualified and experienced personnel to assure that the facilities and campers are properly supervised.
8. Tobacco products, alcoholic beverages, drugs, firearms and fireworks are not permitted on camp premises.
9. Written procedures for emergency situations will be provided to the group and posted at the camp. The group agrees to read and educate their group of these procedures as well as the Camp policies.

10. Camp staff or volunteers will make an inspection upon departure. Groups will be billed for any damages to the facility, grounds, equipment or for loss of equipment.
11. We ask that the group be respectful and courteous to our camp neighbors.
12. The camp director and the camp volunteers will be introduced to the group directors, staff and volunteers at the beginning of the camp session. Their duties and availability and efforts to maintain a successful session will be reviewed.
13. Violation of policies is grounds for termination of group use of Camp Horsin' Around. Camp Horsin' Around reserves the right to require that the group remove from the facility any persons in, or in any way connected with their group who, in the sole opinion of Camp Horsin' Around, are creating a disturbance, or who are otherwise disrupting activities.
14. All groups are required to provide written proof of insurance prior to their arrival.
15. Groups are responsible for providing their own transportation to and from camp.
16. Use of vehicles at Camp Horsin' Around is restricted to roads and parking areas designated by the Camp Director.
17. The medical facility is for the use of doctors and nurses. Permission needs to be granted (before arrival date) for any other use.
18. The cabins are for sleeping and games. Meals shall be taken at the pavilion.
19. It is highly recommended that a background check be done on all volunteers.
20. **Please list external vendors that the group will be bringing to the camp. These vendors must carry their own liability insurance. The group is responsible for making sure that these vendors have insurance.**
21. Before the arrival date, the group must discuss with the Camp Director if written permission should be obtained from the parents to let their child participate in certain activities – such as horse back riding, etc.
22. Upon arrival, Camper Organization will provide, to the Camp Director, a list of all campers including Name, Age and Gender.
23. The group shall submit a scheduled program before arrival date, which shall include, but not be limited to, the date and time any outside vendors are scheduled to be present at the camp.

The group has read the above policies and guidelines and understands that it is responsible for sharing this information to its group leaders and participants. The group accepts responsibility for ensuring that these policies are followed and maintained throughout the duration of the group's experience at Camp Horsin' Around. The group agrees to communicate any concerns with the Camp Horsin' Around staff.

Name of
Group: _____

Group Leader
Signature: _____

Phone #: _____ Cell #: _____

Email: _____



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Emergency Care While at Camp

Each user group is responsible for first aid treatment and emergency care while at camp. The Perryville, Harrodsburg, Danville area has access to emergency care and services for 911. Emergency numbers are posted at all telephones at the camp. The closest hospital is located in Danville – Ephraim McDowell Medical Center.

Each user group is responsible for all and any transportation, including service or emergency. Groups are responsible for securing a doctor and/or nurse for the duration of their stay. Groups are responsible for providing their own first-aid supplies and equipment. Special medical equipment and dietary supplements are not provided by Camp Horsin' Around. User groups are responsible for the special needs of their groups.

User groups are advised to utilize the emergency procedures provided within this information. It is the user group responsibility to read and familiarize themselves with the advised emergency procedures prior to arriving at Camp Horsin' Around.

A designated group leader is required to come to camp, prior to the scheduled program, for a site orientation.

In the event that an unusual concern, emergency and/or illness have occurred, the user group is required to document the occurrence and give that information to the Camp personnel. A log book will be provided in the medical building.

Camp Horsin' Around advises all user groups to require the following information for each participant attending their program: names, addresses, emergency contact names and telephone numbers, a listing of all individuals with known allergies or health conditions requiring treatment, restriction or other accommodations while visiting camp. Minors who participate in user group programs are advised to have a **signed permission** or **waiver for emergency treatment** and **photographs**.

Orientation for groups will include updated emergency procedures for the camp, including information on how to contact camp personnel in an emergency.