

## YMCA CAMP KITAKI RULES ACKNOWLEDGMENT

The following are the Camp Kitaki rules. Please read through this entire document, acknowledge, and sign at the bottom. It is your responsibility to advise all of your guests of the Camp Kitaki rules and to enforce them to ensure the well being and happiness of all participants in our camp community.

- Follow the Rule of Three: Youth will never be one-on-one, with an adult or with a peer.
- We ask that adults and children maintain a minimum of 1:10 ratio and recommend that all adults working with children have gone through a background check or screening process, including checking the National Sex Offender Registry.
- An adult must supervise children at all times, with special diligence around water. No swimming or boating in our lake or pool is allowed without supervision of YMCA Camp Kitaki lifeguard staff.
- Possession of alcohol and illegal drugs is prohibited on camp property.
- All buildings at Camp Kitaki are smoke-free. This includes tobacco products, e-cigarettes, vape products, etc. Smoking is permitted in designated areas away from children and nonsmokers.
- Please be responsible for your group's litter, dispose of trash or recycling in designated containers.
- Please do not cut down any trees. Use ONLY fallen, dead trees for firewood. All outdoor fires must be built in established fire circles only. Do not leave fire unattended. If your facility is equipped with a fireplace, please use the appropriate size of wood in it. Camp staff are happy to assist with setting and lighting campfires.
- Please stay away from all maintenance areas, and follow posted signs.
- Please do not flush paper towels or menstrual hygiene products, such as tampons, pads, etc., in camp toilets.
- Quiet hours are from 10:00 p.m. to 7:00 a.m. in consideration of other groups and staff living on site.
- Specialized or dangerous sports equipment (such as, but not limited to climbing gear, firearms, bows, or horse tack) should not be brought to camp without prior approval of camp administration.
- No pets are allowed on camp property.
- All individuals transported in a personal vehicle must be in the passenger area.
- Fishing is allowed at the lake for registered guests only within the following guidelines: Personal boats (either with electric or gas motors) are not allowed. NE Games & Parks Commission fishing regulations apply. Catch & Release for all species is strongly encouraged.
- To help contain the spread of Covid-19 YMCA Camp Kitaki asks all groups to follow all currently applicable Directed Health Measures and to require your participants to wear masks in shared indoor spaces, outdoors when distancing can't be maintained, and when interacting with Camp Kitaki Staff.

By signing below you indicate you will follow these rules and guidelines, and will monitor your group to follow these rules and guidelines.

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

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

Email: \_\_\_\_\_

# **YMCA CAMP KITAKI USER AGREEMENT**

## **USE AGREEMENT FOR CAMP KITAKI TERMS AND CONDITIONS**

YMCA Camp Kitaki is operated to promote wholesome recreation, education, youth development, healthy living, and social responsibility. Conduct of any group, which is not in accord with these purposes, shall be considered sufficient reason for refusal of camp use. The YMCA shall have the right to cancel at any time.

1. Description of Premises– Camp Kitaki agrees to permit Licensee to use the property identified in the Permit titled "[User Group Name and Event Date]" according to the following terms and conditions.

2. Food Service– Camp Kitaki shall provide meals as specified on the contract in accordance with an estimate of the number of diners furnished to Camp Kitaki at least fourteen days in advance of the service of the first meal. If Licensee prepares its own food, it assumes all responsibility for any foods prepared, and for all activities incident to their preparations. We recommend that groups:

- a. Use only clean and sanitized utensils and equipment during food preparation.
- b. Clean and sanitize food contact surfaces after each use.
- c. Minimize the time that potentially hazardous foods remain in the temperature danger zone of 40° to 140°.

3. Use of Premises– During the term of this Agreement, Licensee shall use the Facility/Equipment for conducting a program of its own design and shall comply with all applicable laws, codes, and regulations. Camp Kitaki prohibits hunting, fireworks, firearms, ammunition, and explosives at the Facility. The use of gasoline, flammables, poisonous substances, and hand and power tools are restricted. Prior authorization from the Camp Staff must be obtained.

If other specialized program activity areas or equipment are part of the Facility/Equipment, Camp Kitaki will either provide appropriately trained staff or will determine minimum qualifications for said supervision by Licensee. Additional information and guidelines for pool use and use of special equipment (ropes course, horses, etc.) will be sent to all applicants expressing an interest in participating in such activities.

## **4. Health and Safety**

- a. Camp Kitaki does not provide medical supervision, treatment, maintenance, or dispensing of medications for the user group. These responsibilities belong to the Licensee (HW.27.1).
- b. Licensee agrees to furnish a qualified adult to provide basic health supervision. A qualified adult is at least 21 years of age and possesses at least a current certificate of training in the principles of first aid and age-appropriate CPR from a nationally recognized provider (HW.26.1)
- c. Licensee's contact person shall bring and have available at all times a current list of participants that includes: names and addresses, emergency contact information, and known allergies or health conditions. Also, for each participant (camper and staff member) under the age of 18 and not accompanied by their parent or guardian, a signed form granting permission to seek emergency treatment (HW.28.1).

## USE AGREEMENT FOR CAMP KITAKI TERMS AND CONDITIONS (CONTINUED)

- d. Licensee agrees to furnish at least one counselor, age 18 or older, who is trained in the principles of first aid, for each ten campers under 16 years of age.
- e. Emergency transportation is available through local emergency response groups by dialing 911. Licensee agrees to furnish non-emergency transportation (HW.27.1).
- f. Once at the Facility, the Licensee is required to participate in a brief orientation to Camp Kitaki safety regulations and emergency procedures, led by the Camp Host.

### 5. Use Fees and Costs

- a. **Payment Terms-** Contracts become firm when the deposit is received. Your deposit represents 25% of your Total Estimated Cost. Deposits are non-refundable and cannot be transferred to another date. With uncertainty surrounding the effect of COVID-19, both the YMCA and user group understand the need for flexibility and communication in the lead-up to this program. Deposits paid to secure program dates are only refundable if local DHM's necessitate the cancellation of the program/event. Dates, times, and activity space may be modified as necessary by either party as long as the Camp Kitaki schedule permits.
- b. **Additional Use Fees-** If more persons use the Facility than the Licensee guaranteed, Licensee shall pay to Camp Kitaki an additional fee. This fee will represent the use of the Facility by the additional persons, and will be calculated by totaling the individual charges for each additional person's ground use fee, meal charges, other per person fees where applicable.
- c. **Breakage and Damage-** Licensee agrees to pay Camp Kitaki the amount reasonably necessary to repair or replace property or equipment damaged or destroyed during Licensee's use.

6. **Liability for Injury to Persons or Property** – Licensee agrees to supervise and to assume full control and responsibility for any persons, entities or things other than Camp Kitaki personnel or property who/which are, for any reason, on the Facility by reason of Licensee's program or use of the Facility. Rental group is responsible for own insurance.

By signing below, you indicate that you agree to the terms and conditions listed above.

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

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

## **INSURANCE INFORMATION**

Lessee shall maintain Commercial General Liability insurance with limits of \$1,000,000 each occurrence that includes coverage for Lessee's use of the camp facilities and names the YMCA of Lincoln as additional insured for liability arising from Lessee's use of the facility. Lessee shall furnish the YMCA a certificate of liability insurance that shows the lessee has the required insurance and that the YMCA of Lincoln is an additional insured.

Please include a certificate of liability insurance that shows you have the required insurance and that the YMCA of Lincoln is an additional insured.

## **TAX EXEMPTION**

If your organization is exempt from lodging tax, please provide proof of exemption. (Form 13)