### **Evans Christian Outfitters-Renting Group Contract**

#### MORAL CODE OF CONDUCT FOR ALL RENTING GROUPS

The Friends of Camp Asbury, Inc. (FOCA) is a non-profit religious organization that is responsible for the maintenance and administration of the Christian Camp known as Evans Christian Outfitters (ECHO). More importantly, the organization is a community of Christian believers who have joined together to meet the spiritual and academic needs of the greater community. FOCA promotes behavior consistent with the Holy Scriptures. Consequently, when renting the camp, you freely and willingly agree to the standards of behavior outlined in this policy. The standards included in this policy are not exhaustive; rather, they provide a guideline of conduct we believe is in accordance with Biblical standards. Consequently, the following standards of conduct shall apply to all groups using our facilities. Violations of these standards are regarded as a serious breach of integrity and could result in removal from the camp without refund of funds/fees.

- God's Word teaches us that certain attributes are desired including: love, joy, peace, patience, kindness goodness, faithfulness, gentleness, and self-control (Galatians 5:22–24). These attributes are to be sought, encouraged, and demonstrated in all group relationships.
- Scripture further teaches us that certain behaviors should be avoided including: theft, lying, dishonesty, gossip, slander, backbiting, profanity, vulgarity, sexual promiscuity (including adultery, homosexual behavior, and premarital sex), drunkenness, and immodesty of dress.
- The Friends of Camp Asbury recognizes the danger to one's physical and psychological well-being in the use of certain products. Therefore, all persons while on camp property are to refrain from alcoholic beverages, hallucinogenic drugs, and illegal substances, or narcotics not authorized by a physician. The use of tobacco is strongly discouraged and cannot be used in any building.
- We recognize that we are to only worship the One Triune God (The Father, The Son our Lord Jesus Christ, and The Holy Spirit) as outlined in the Holy Scriptures. Therefore, all worship services and any spiritual teaching must adhere to the honor and glory of the great God of the Bible.

#### RIGHT OF REFUSAL TO GRANT RENTING PRIVILEGE

The Friends of Camp Asbury, Inc. reserves the right to refuse any group or individual the privilege of renting the camp known as Evans Christian Outfitters without cause or reason. It is the responsibility and the discretion of the Friends of Camp Asbury, Inc. to determine who is allowed to rent the camp.

#### CERTIFICATE OF INSURANCE

The Friends of Camp Asbury, Inc. AKA Evans Christian Outfitters (FOCA/ECHO) blanket liability insurance program provides *secondary* coverage. This means all groups renting the camp must provide a certificate of insurance as *primary* coverage, which can be obtained through your insurance carrier. Inclusion of this certificate is necessary with the deposit before reservation will be confirmed.

#### RISK OF INJURY AND INSURANCE WAIVER

Guest groups are asked to provide a "certificate of insurance" in the name of the insured organization (with a minimum liability occurrence limit of \$1,000,000). The certificate should be attached to the Guest Group Agreement and returned at least seven days prior to the scheduled event. (Your organization's insurance agency will provide upon

request.) As an additional safeguard for both organizations, it is highly recommended that the guest group call the insurance carrier and temporarily add FOCA/ECHO as an "additional insured" for the time the guest group will be on the camp premises. It is understood that when participating in camp activities that a certain level of risk is involved that may result in a variety of injuries. In consideration for the opportunity to participate in camp activities the guest group and its participants (or parent/guardian) acknowledge these risks and accepts personal financial responsibility for any injury or other loss sustained during the activity, as well as for any medical treatment rendered to a participant as authorized by the camp, its staff or volunteers. Further, the guest group and its participants (or parent/guardian) release and promise to hold harmless FOCA/ECHO for any injury arising directly or indirectly from the activity, whether such injury arises out of negligence or otherwise. The participant's personal medical insurance shall function as the primary coverage in the event of an accident. Insurance policies held by the camp should function only as a secondary coverage when necessary.

Loss or damage to personal property of renting groups is not covered by camp insurance. Valuables and money should not be brought to camp and cars should be kept locked.

If a dispute over this agreement or any claim for damages arises, the guest group and its participants (or parent/guardian) agree to resolve the matter through a mutually acceptable alternative dispute resolution process. If a process cannot be agreed upon the dispute will be submitted to a three-member arbitration panel.

#### RELEASE OF LIABILITY

Every person using the camp must read and sign a copy of the "Release of Liability" form (a copy is provided.) Groups are required to submit the signed forms at check-in.

#### **COMMUNICATION**

The phone in the caretaker's home is only for business use. Each group is required to bring a cell phone for personal and emergency use.

#### HEALTH CARE AND EMERGENCY RESPONSE

Groups shall be responsible for adequate first aid and medical care. We advise groups to have a currently certified (by a nationally recognized organization like American Red Cross or American Heart Association) CPR and First Aid provider on their staff. In order to use the swim area, groups are required to have a Lifeguard certified by the American Red Cross. Minimal First Aid supplies are located in each lodge and at the boathouse adjacent to the lake. It is required that any medications be kept locked or in the controlled possession of a nurse, first aid person, or group leader. You are responsible for providing your own transportation to professional health care providers. You are required to collect names and addresses of all participants, emergency contact names and numbers, a listing of any persons with known allergies or health conditions requiring treatment, restriction, or other accommodation on site. Groups shall have in their possession a signed authorization for medical treatment from the parents of each person under 18 years of age.

#### SUPERVISION OF CHILDREN & YOUTH

Camp policy requires at least the following ratio of adult leaders to supervise groups and their behavior:

Camper	Number of	Overnight	Day
Age	Adults	Campers	Campers
4-5 years	1	5	6
6-8 years	1	6	8
9-14 years	1	8	10
15-18 years	1	10	12

All groups shall observe of the FOCA/ECHO Safe Sanctuary Policy.

#### USE OF KITCHEN

Person in Charge of kitchen for each group must be *ServSafe Certified*. Certification can be done through- www.servsafe.com. Also, see Kitchen Guidelines.

#### CANCELLATION POLICY

If an event is cancelled, your deposit is non-refundable and but can be transferred to reserve other events.

#### **SHARING SPACE**

It is important to be considerate of other groups that may be utilizing the facilities and services during your stay and the neighbors of the camp. Please reserve all spaces your group will need and activity leadership at the time of booking.

#### **DAMAGES**

Your group is required to compensate for all damages to grounds and buildings beyond normal "wear and tear" and for all loss of equipment.

#### PROHIBITED ITEMS

Absolutely no alcoholic beverages, illegal drugs, firearms and/or ammunition, fireworks, or other items of incendiary nature are permitted on camp property. Motorized off road vehicles such as four-wheelers, trail bikes and snowmobiles are not permitted on camp property unless written permission is given. If the members of your group bring such articles onto the property, we reserve the right to request the removal of the article, departure of the individual responsible, or departure of the group. Such departure will not result in any refund of fees. Due to fire regulations, smoking is not permitted in any of the buildings and is discouraged on campgrounds. Pets are not permitted except for service animals, which assist those in need of medical assistance.

#### FINAL PAYMENT

<u>Check made payable to "Evans Christian Outfitters." with reservation date in the</u> <u>memo line:</u> This check should be presented at the time your group receives keys to the grounds.

#### **USER AGREEMENT**

As contact person, I have read the conditions of this agreement and I accept responsibility of adhering to them on behalf of the group. I also agree on behalf of the group to adhere to any additional guidelines provided (see "Kitchen", "Housekeeping" and "Recreation" guidelines.) I understand the deposit is non-refundable but in some cases can be transferable. I accept responsibility for interpreting fees to participants and seeing that FOCA/ECHO receives full payment. I agree to indemnify and hold harmless, FOCA/ECHO and its staff or other representatives from any claims made by any party including but not limited to members of the group for injury including bodily injury or property damage arising out of our use of camp property. I am authorized on behalf of our group to make all commitments contained herein and will share this information with onsite group leaders.

ACCOUNTABILITY. I have read and understood the guest group policy. I agree to be responsible for our group abiding by these guidelines. I also understand the Board of Trustees of The Friends of Camp Asbury, Inc. hold the right to determine whether or not a guest group's stay should be corrected for compliance, immediately terminated, modified or refused in the future should these guidelines, for whatever reason, be violated.

RELEASE AND INDEMNITY FOR USE OF BUILDINGS AND GROUNDS. This Release and Indemnity Agreement is between the below named person in charge and FOCA/ECHO.

AGREEMENT. NOW THEREFORE in consideration of this FOCA/ECHO permitting the below named person, as group representative, to use the Building and Grounds described above, we agree as follows:

I hereby release, discharges, and covenants not to sue the FOCA/ECHO or its administrators, trustees, directors, agents, officers, members, volunteers, and employees, from any and all liability, claims, demands, losses, or damages arising out our use of the Property. If any member, guest, invitee, or participant makes any claim against the church or its administrators, directors, agents, officers, members, volunteers, or employees, in connection with our use of the Buildings and Grounds, Organization will indemnify, defend, and hold the FOCA/ECHO and its administrators, trustees, directors, agents, officers, members, volunteers, or employees harmless from any and all litigation expenses, attorney fees, losses, liability, damages, and costs arising out of such claim.

Group Representative:		
Signed	Date:	
FOCA/ECHO Representative:		
Signed	Date:	

## **Evans Christian Outfitters- Reservation Request**

Group Nam	e:				
Billing Add	ress:				
Group Lead	er:				
Work Phone	e:				
Evening Pho	one:				
E-mail:					-
Group Data	a – Please ci	rcle appropi	riate answer		
Type of Gro	_		Business	Government	
Age Level:	Adult	Youth	Children	Multiple	Age
Gender:	All Male	All Female	Mixed		
Facilities: Evans Lodge Wesley Lodge Outdoor Resources Only with Restroom facilities at Wesley					
<u>Approximat</u>	e Number in	Group:			
Dates/Time:	: Arrival-	Date:		Time:	
	Departure-	Date:		Time:	
Enclosed are		able deposit		ore dates are con Rental Rates")	afirmed)
Please send	this reservat	•	-		
•	Prosch, P.O. 1		0		
Fax: 740-574-2901 E-mail: pprosch@roadrunner.com					

# EVANS CHRISTIAN OUTFITTERS and FRIENDS OF CAMP ASBURY, INC. RELEASE OF LIABILITY

Evans Christian Outfitters offers a variety of services and voluntary activities designed to enrich the camping experience. These services and voluntary activities may include, without limitation, the provision of food, lodging and transportation, as well as the sponsorship of challenging and educational activities often associated with camping and the outdoors, such as hiking, boating, swimming, campfires, fishing, basketball, volleyball, tennis, etc. Both campers and staff members (including volunteers) may have the opportunity to participate in one or all of these activities

While the Camp will endeavor to assure the safety of its campers and staff members, there are unavoidable risks of injury—and even death—associated with camping and its related services and activities. Consequently, a properly executed Release of Liability is required before anyone may attend the camp as either a camper or a staff member. Such a Release of Liability is set forth below. If you are a prospective camper or staff member under eighteen years of age, one of your parents or your legal guardian must print his or her name below and then sign and date the line designated "Parent or Guardian of Minor Camper or Staff Member." If you are a prospective camper or staff member eighteen years of age or older, you must print your name below and then sign and date the line designated "Adult Camper or Staff Member." You are encouraged to consult an attorney if you have any questions about the meaning of this document.

Camper Name:	(print)
By signing below, I,	(print) acknowledge and agree to

- 1. I have read and understand the risks summarized above;
- 2. I understand that my or my child's participation in camp activities and receipt of camp services is voluntary;
- 3. In consideration of attending Evans Christian Outfitters as a camper or staff member, I expressly assume the risks of such attendance. Further, for myself and on behalf of my executors, administrators and heirs, I release and hold the Friends of Camp Asbury, Inc. (owners of the camp), including the owners, trustees, officers, employees, agents and volunteers of these entities, harmless from any and all claims or suits arising in any way from my attendance at Evans Christian Outfitters for injury to my person or property or my death caused by the negligence of these entities and/or individuals; or (as appropriate)
- 4. In consideration of my child's attendance at Evans Christian Outfitters as a camper or staff member, I, for myself and on behalf of my minor child and our executors, administrators and heirs, release and hold the Friends of Camp Asbury, Inc., including the owners, trustees, officers, employees, agents and volunteers of these entities, harmless from any and all claims or suits arising in any way from my child's attendance at Evans Christian Outfitters for injury to my child or his or her property or his or her death caused by the negligence of these entities and/or individuals.

Parent or Guardian of Minor Date Adult Camper or Date
Camper or Staff Member
(IF CAMPER OR STAFF MEMBER IS UNDER AGE 18)

Adult Camper or Date
Staff Member
(IF CAMPER OR STAFF MEMBER IS AGE 18 OR OLDER)