

# 2021 Pierce Camp Birchmont – Family Camp Agreement

*We will ask you to sign off on this agreement upon your arrival at camp.*

This AGREEMENT is between Pierce Camp Birchmont, Inc. and \_\_\_\_\_

## 1. PREMISES

The Camp (Pierce Camp Birchmont, Inc.) leases to Family / Participant the use of Camp's recreational facilities under the terms and conditions specified in this agreement and attached Rules and Regulations.

## 2. TERM

The term of this lease for either session, Thursday – Monday (4 nights/5 days) stay commencing on 8/19/2021 and ending 08/30/2021. Once contracted, no changes are permissible without the express written consent of Camp. There shall be no refunds or reductions for inclement weather.

## 3. RENTAL

The Family/Participant agrees to pay a minimum base fee of \$3500.00 per session, plus an additional fee of \$250.00 per participant if there are more than 6 participants per group. Maximum is 8 participants per cabin. Participants under 3 years of age are complimentary.

- (a) A deposit of \$1750.00 is required to be paid at execution of this lease by Family/Participant, which shall be no later than ten (10) days from the date hereof. The deposit will be applied to the total balance due and payable.
- (b) In the event of cancellation by you less than 7 days from commencement date, Family/Participant will be liable for one half of the total rental due, based on the above-agreed minimum.
- (c) One half of the agreed minimum is due and payable at time of registration; the balance is due upon arrival of Family at camp. The balance shall include any and all adjustments that may be due under the terms of 3 (a) above.
- (d) A designated family member may also inspect the property upon arrival and will bring any concerns to the immediate attention of Camp.

## 4. RESPONSIBILITY OF FAMILY

- (a) Family agrees to provide all necessary supervision of its members and guests in attendance, and to provide adult leadership and supervision in all areas and cabins where youth shall be present and sleep.
- (b) Family agrees to be responsible for maintenance of the condition of all cabins and facilities, including housekeeping.
- (c) Family agrees to provide all bed linens and towels required for the participants.
- (d) Family will cooperate with the Camp's manager and others that may be sharing the facilities.
- (e) Family will notify Camp of the exact number of participants, not less than ten days prior to commencement date.
- (f) Family will adhere to all protocols listed below.
- (g) There are no on-site medical facilities. The closest hospital is Huggins Hospital. It is an approximately 10-minute drive from camp to the hospital. Additionally, there is the White Mountain Walk-In Clinic also approximately a 10-minute drive from camp.
- (h) You must notify us of any food allergies or preferences not less than ten days prior to your stay so that we can discuss any reasonable accommodations.
- (i) Family should include individuals trained in CPR and First aid.
- (j) It is agreed by the parties that Camp shall not be responsible for any damage to individuals or personal property at the facility, and Family leader shall report all accidents or injuries promptly to the

Camp's manager. The Family accepts full responsibility for such injuries or damage, unless caused by the gross negligence of Camp, its agents, servants, or employees.

(k) Family understands that Camp will not provide any supervision over its members, children or over any other groups. **ALL ADULT MEMBERS OF YOUR FAMILY ARE RESPONSIBLE FOR THEIR OWN SAFETY AND THAT OF ANY MINORS IN YOUR PARTY.**

#### 5. ASSUMPTION OF RISK

The Family understands that part of the camping experience involves activities and living arrangements and interactions that may be new to Family participants and that they come with certain risks and uncertainties beyond what Family participants may be used to dealing with at home, including uneven terrain, thrown and other wayward objects, children and adults running about, insects, animals and plants.

- (a) The Family is aware of these risks and assumes them on behalf of Family participants.
- (b) The Family recognizes that Camp cannot guarantee that it is free from COVID 19 or other pathogens, and that as in any facility there is a risk that one or more members of your party could become ill.
- (c) The Family realizes that no environment is risk free and has instructed Family participants on the importance of abiding by the rules outlined in this contract and by the guidelines set forth by the camp.
- (d) Participants agree that they are familiar with these rules and guidelines and will adhere to them.
- (e) Family agrees to indemnify and hold harmless Camp from any claims or causes of action, including attorney fees and other costs of defense, arising out of the acts or omissions of Family, its employees or agents, except to the extent caused by the gross negligence or intentional acts of Camp.
- (f) You represent that all members of your party are in good health and physically able to participate in camp activities. Please let us know if anyone in your party requires reasonable accommodations.
- (g) Separate agreements must be signed by all adult members of your party and/or by a parent or guardian of anyone under 18.

#### 6. ARBITRATION CLAUSE

It is agreed that any dispute concerning, relating, arising out of or referring to this contract shall be resolved exclusively by binding arbitration in Carroll County, New Hampshire, according to the then existing commercial rules of the American Arbitration Association and the substantive laws of that state.

#### 7. ASSIGNMENT

This lease may not be assigned nor subleased by the Family / Participant without the express prior written consent of Camp.

#### 8. PROTOCOLS

We have established Use Protocols in an effort to provide a safe environment for all guests. By following them you will be contributing to the health and safety of everyone at camp, from staff, to other guests and to members of your party. If you are unsure of your responsibilities, please contact a member of our staff.

- (a) When swimming in the lake is available for use, it will be under the direction of a Lifeguard to be provided by Camp. Family agrees that it has sole responsibility to supervise members of its group, that only those who can safely use the lake will be permitted, that they are acting in a reasonably safe manner and in compliance with all state and local rules and regulations. The lifeguard's sole duty is to provide lifeguarding services only and they **SHALL NOT** be responsible for supervision of any members of your party. The lifeguard's instructions must be followed at all times, and they shall have the authority to prohibit any individual from the swim area if, in their sole discretion, a person represents a hazard to themselves or others or who is interfering with others' use and enjoyment of the waterfront area.

Swimming is permitted only during specific times assigned to your party. All aquatic activities beyond the designated swim area will require the use of personal floatation device/life jacket.

(b) Boating is permitted only under the direction of the Camp's waterfront staff and only during daylight hours. Family agrees that it has sole responsibility to supervise members of its group and to assure that they are acting in a reasonably safe manner and in compliance with all state and local rules and regulations, including but not limited to the use of flotation devices. The waterfront staff's sole duty is to provide boating equipment only and they SHALL NOT be responsible for supervision of any members of your party. The staff's instructions must be followed at all times, and they shall have the authority to prohibit any individual from the waterfront area if, in their sole discretion, a person represents a hazard to themselves or others or who is interfering with others' use and enjoyment of the waterfront.

(c) Fires on the property may only be in designated areas and must be approved by the Facility Manager.

(d) Cars shall be parked in designated parking areas only. NO CARS SHALL BE PARKED AROUND CABINS.

(e) Smoking is not permitted in any of the buildings on camp grounds. If you must smoke, all cigarettes/cigars must be fully extinguished, cool to the touch and disposed of in camp garbage can. Violation of this provision shall result in an automatic forfeiture of your escrow deposit and, at the camp's sole discretion, termination of the agreement without refund.

(f) Pets are not permitted.

(g) Firearms or weapons of any kind are not permitted on the property at any time. No fireworks are permitted.

(h) Facility equipment and furnishings may not be moved without approval of the Facility Manager. Mattresses are not to be removed from the sleeping rooms. Due to increased cost, if items are removed, it will be necessary to charge FAMILY for cleaning.

(i) Unless stated in the agreement, the FAMILY shall not have the exclusive use of the facility.

(j) Illegal substances and non-prescribed drugs are not permitted on the property at any time.

(k) Possession or consumption of alcohol is permitted. Family/participant shall adhere to all laws regarding alcohol use, including serving anyone under 21 or any visibly intoxicated persons, and that because other families may be present at camp it is considered a "public place" for purposes of laws pertaining to public drunkenness, and that anyone exhibiting drunken behavior may, at the sole discretion of the camp, be required to leave the premises without any refund.

(l) The following facilities/equipment will be available for your Family's use: Swimming, paddle boarding, kayaking, canoeing, tubing, scenic lake cruises, tennis, basketball, volleyball, badminton, golf range, yoga studio, gym, hiking, ping pong, gaga, Kan-Jam, Spikeball, Baggo, campfires and smores. All other facilities will have times designated for your family use. It is important to adhere to this schedule in order to provide a safe environment and adhere to social distancing protocols. We will attempt to be as fair as possible in scheduling your times and no changes can be made without written permission from Camp. We understand that weather factors may interfere with your scheduled times, and we will try to make accommodations whenever reasonably possible, but we of course cannot guarantee the weather.

(m) It is the Family's responsibility to bring any equipment such as racquets, bikes, arts, and crafts, etc. that may be touched or handled by any individual to camp as for safety reasons Camp will not be providing these items. Exceptions to this rule are paddles, oars, and flotation devices for use at the waterfront, which will be provided by camp, although Families are free to bring their own.

## 9. RULES & REGULATIONS

In order to comply with various guidelines and the advice of our medical staff, the following conditions are mandatory:

(a) **DINING** – Upon arrival your Family will be assigned a specific time and location for meals.

(b) **FACILITIES** – Upon arrival your family will be assigned specific times for the use of facilities such as the waterfront, fields, basketball courts, tennis courts and other areas. Unless otherwise specified these shall be the only facilities available for use. We hope that the weather cooperates with your scheduled times but depending upon the number of families at camp at any given time we may be unable to make changes based upon weather or any other reason.

(c) As there may be other family groups at the facility, you agree to practice social distancing and wearing of protective face coverings in accordance with applicable guidelines and the recommendations of State of NH.

(d) Families wishing to participate in any activities that require equipment that will be touched (rackets, bikes, etc.) must bring their own equipment for use. Camp will provide boating equipment and flotation devices, which will be cleaned after each use.

(e) In order to maintain good relations with our local community and to enhance the Family Camp experience, we ask that if you choose to leave grounds, you have a face mask and will use it whenever 6 feet of social distancing is not possible. Also, that you continue to routinely wash your hands, use hand sanitizer and other related COVID-19 protocols.

(f) All families/participants/guests attest to remaining at home for 14 days before arriving in NH, only going out for essential items and when outside the home maintained social distancing and wearing face masks when within 6 feet of another person during this 14 day “quarantine.” Families represent that no one in their party is currently ill with COVID-19 or other communicable disease or been in contact with anyone who is ill with COVID-19 in the past fourteen days, and that no one is presently exhibiting symptoms of COVID-19, and that if anyone does exhibit any such symptoms the Family is to notify camp immediately and thereafter follow the directions of Camp, which may include quarantine, going to a medical facility or returning home.

(g) Camp may modify or add Rules and Regulations at its discretion. Otherwise, there can be no changes unless agreed to in writing by camp.

Signed: *For Family* \_\_\_\_\_

Signed: *For Camp* \_\_\_\_\_