

**CAMP FIRE SAMISH
OUTDOOR EDUCATION
PROGRAM AGREEMENT 2023**

Camp Kirby’s Outdoor Education program is designed for youth of all ages. Complete this form and return it with your Reservation Deposit to secure your reservation. The final payment will be due to the Camp Fire Samish office at least ninety (90) days before Usage Date.

Name of School	Student Grade(s)	Dates
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Person Making Reservation	Email	Phone
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Person Checking In (At camp, for usage period)	Email	Cell Phone
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Billing Contact	Email	Phone
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Billing Address	City	State	Zip
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Arrival Time: Noon

Departure Time: Noon

2023 Program Fees:

Students - \$135 per student
 1 adult is included (\$0) for every 8 youth
 Additional adults/chaperones/parents - \$90

School Responsibilities:

Ensure that all teachers and chaperones are aware of their responsibilities outlined and the Standards and Rules Governing the Use of Camp Kirby.
 Make sure no alcohol, non-prescription drugs, controlled substances, tobacco or weapons are allowed on camp property.
 Adult chaperones that are responsible for supervising the groups’ behavior during lessons, mealtimes, and bedtimes at a 1:8 ratio (one adult to every 8 students). Chaperones are especially important during down time. At least one chaperone is required to accompany each group during rotations.
 Student Behavior: We expect all participants to respect camp buildings and grounds, staff and other participants. Students and chaperones should know and understand the rules and their responsibilities while at camp.
 Schools are fully responsible for their student’s actions. Camp Staff reserves the right to ask any student to leave a class, scheduled activity, or camp property. Chaperones will need to take charge of any student dismissed from any activity.
 First aid staff, equipment, and emergency transportation.
 Distribution of any medications needed by students.
 Transportation to and from camp for all participants and equipment.
 Camp must be sufficiently cleaned after your stay. Staff will assist the group with the delegation of duties and the distribution of the appropriate supplies.

Camp Kirby Responsibilities:

Outdoor education teaching staff
 Evening program staff
 Full food service for six meals (dinner, breakfast, lunch, dinner, breakfast, lunch) and two snacks.
 Lodging for three days and two nights.
 Final deep cleaning of all common spaces and cabins.

Calculating Usage Fees

# of Students	x	\$135	=	Student Fees	Line
	x	\$135	=		(A)
# of Included Adults	x	\$0	=	Included Adults	Line
	x	\$0	=	\$0	(B)
# of Additional Adults	x	\$90	=	Adult Fees	Line
	x	\$90	=		(C)

Line A	+	Line C	=	Total Facility Usage Fees	Line
					(D)

Line D	x	.25	=	25% Reservation Deposit	Line
	x	.25	=		(E)

Reservation Deposit (25% of total Facility Usage Fees) is due within 30 days of requesting dates.

How will you be paying your Reservation Deposit (Line E)? Check Credit Card

Line D	-	Line E	=	Remaining 75% of Usage Fees	Line
	-		=		(F)

Option Cleaning Fee (\$500)	+	Damage/Cleaning Deposit (\$350)	=	Damage/Cleaning Fees	Line
	+		=		(G)

Line F	+	Line G	=	Final Payment	Line
	+		=		(H)

Final Payment (Line H) is due at least 90 days before your usage dates.

The 25% Reservation Deposit is non-refundable. Final Payment is due 90 days prior to the event. If the reservation is canceled less than 90 days in advance of the event, the final payment is non-refundable minus the damage/cleaning deposit, optional cleaning fee (if applicable), and any program/food service fees. If the reservation is canceled less than 30 days in advance of the event, no payments are refundable. Fees charged to the damage deposit may include but are not limited to: physical damage to facilities, site, property, or grounds, failure to adequately clean the site and facilities, failure to follow "Standards and Rules Governing the Use of Camp Kirby", failure to arrive and/or depart at scheduled times, expenses incurred during usage period, use of uncontracted spaces or buildings, and/or theft or misuse of camp property. We reserve the right to refund deposits, refuse rental, or to discontinue occupancy if, in our judgment, your occupancy is detrimental to Camp Kirby or Camp Fire Samish.

**Please return a signed copy of the agreement form to:
Camp Fire Samish, 1321 King St. #3, Bellingham, WA 98229 or kathryn@campfiresamish.org**

1. **Liability Insurance Coverage:** The usage group shall carry general liability insurance of at least one million dollars to which Camp Fire Samish has been named as an insured. Evidence of this insurance must be furnished to the Council office at least ninety (90) days prior to occupying Camp Kirby.

2. **Check-In, Check-Out, and Orientation:** The school group will receive an orientation once they arrive at Camp. Teachers and chaperones will also receive a separate orientation from a Camp Kirby representative. Camp Fire Samish staff and the group representative will check the facilities when the group arrives and again before the group departs. **Failure to check in or out at scheduled time without prior arrangement may result in additional fees.**

3. **Care of Premises:** The usage group agrees to the "Standards and Rules Governing the Use of Camp Kirby" and will enforce all rules during their usage period. Disregarding the "Standards and Rules Governing the Use of Camp Kirby" may result in any of the following consequences: forfeit of damage deposit, additional damage deposits in future years, expulsion of the group from camp, or denial of future Camp Kirby usage. We suggest distributing the "Standards and Rules Governing the Use of Camp Kirby" to all adult members of your group.

4. **Miscellaneous Provisions:**

a. Costs and Attorney's Fees. If, by reason of any default on the part of either Party to this Agreement, a dispute arises whereby litigation results, the Parties agree that the prevailing Party in any such dispute or litigation shall be entitled to their reasonable costs and attorney's fees as may be incurred.

b. Indemnity and Exemption from Liability. The usage group shall indemnify, defend, and hold Camp Fire harmless from and against any and all claims of liability for any injury or damage to any person or property arising from Group's use of the premises, or from the conduct of Group's activity, work, or things done, permitted or suffered by the usage group in or about the premises or elsewhere. The usage group shall further indemnify, defend, and hold Camp Fire harmless from and against any and all claims arising from any breach or default in the performance of any obligation on the usage group's agents, contractors, or employees, and from and against all costs, attorney's fees, expenses, and liabilities incurred in the defense of any action or proceeding brought thereon.

c. Assignment. The usage group's rights under this Agreement are not assignable without Camp Fire's consent. Consent may be withheld for any reason.

d. Construction and Enforcement. Wherever in this Agreement it is provided that either Party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

e. Venue.

i. The venue of any action brought to enforce any of the terms of this Agreement or otherwise adjudicate the rights or liabilities of the Parties hereto shall be in Whatcom County, Washington.

ii. Both Parties hereto waive their right to a jury trial insofar as any non-tort litigation arising out of this Agreement.

f. Time and Performance. Time is of the essence of each and every usage period, covenant, and condition hereof.

g. Invalidity of Any Portions of Agreement. If for any reason any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

h. Interpretation and Fair Construction of Agreement. This Agreement has been reviewed and approved by each of the Parties. In the event it should be determined that any provision of this Agreement is uncertain or ambiguous, the language in all parts of this Agreement shall be in all cases construed as a whole according to its fair meaning and not strictly construed for nor against any Party.

Usage Deposit must be paid within 30 days of dates being held, and submitted with a completed Facility Usage Agreement. All other fees and damage/cleaning deposit must be received in the Camp Fire office at least 90 days prior to the first day of the camp usage. Groups with a balance due will not be admitted to camp.

Failure to comply with the "Standards and Rules Governing the Use of Camp Kirby " may result in the immediate termination of this agreement and upon demand, oral or written; the usage group agrees to leave the site immediately without refund. The usage group acknowledges that they received, read, understand, and agree to comply with Camp Fire Samish's "Standards and Rules Governing the Use of Camp Kirby" and Camp Kirby's "Usage Group Manual."

Signature of Usage Group Representative

Title

Date

Signature of Camp Fire Samish Representative

Title

Date

Standards and Rules Governing the Use of Camp Kirby

For the safety of all persons using Camp Kirby, the Standards and Rules must be followed. Please review the entire document and distribute it to the adults in your group. Failure to follow the rules may result in additional charges, increase of future damage deposits, immediate dismissal from site, forfeit of damage deposit, and/or refusal of future rentals.

1. The person checking in shall be responsible for ensuring that all "Standards and Rules Governing the Use of Camp Kirby" are followed. They will be the contact person during the facility usage period with Camp Fire Samish staff. All group members' questions or concerns must be directed to the person who checked in, who will then be responsible for contacting Camp Fire Samish staff directly.
2. No firearms or any unlawful activities occur on the site.
3. There must be one adult for every eight (8) youth (or a ratio of 1:6 if youth are under 8 years of age) with a minimum of 2 adults per group, one of whom is at least 21 years of age. We recommend that all persons having supervisory contact with minors pass a NSOPW or WA State Patrol background check. We also recommend that facility usage groups train all staff to minimize the potential of any group personnel being in a one on one camper/personnel situation when out of sight of others.
4. The facilities, including sleeping areas, shall be used for no more than the capacity shown in accordance with state health law and fire regulations. (See description of individual buildings.)
5. Non-prescription drugs or controlled substances are not allowed any time on camp property. Groups are advised to store and lock all medication (both prescription and over-the-counter) except when in the controlled possession of the person responsible for administering them.
6. Smoking or vaping any substance is prohibited at Camp Kirby. Smoke detectors may not be tampered with. With prior permission, a tobacco-only, designated smoking area can be established for adult-only groups.
7. Alcohol may only be allowed on a limited basis by prior written permission from Camp Fire Samish's Corporate Board of Directors and/or the CEO. If approved, the group must provide additional insurance, damage deposit, and acknowledge in writing their understanding and agreement of Camp Fire Samish's alcohol policy.
8. Fire precautions are to be taken at all times. Fires may be built only in existing and designated fire pits, fireplaces, and wood stoves. All county burning bans must be observed. Candles or camping stoves must not be used inside buildings or on porches.
9. The site must be left clean (inside and out) and free of litter. See posted cleanup procedures. All furniture and equipment must be returned to their original locations.
10. No RV's, motorbikes, or off-road vehicles are allowed on the camp property.
11. An RN, LPN, physician, or an adult who holds current age-appropriate First Aid, AED, and CPR certification must be on the site at all times during the usage period.
12. Each usage group must provide and have an adequately stocked first aid kit on site at all times. A vehicle and a driver for emergency transportation must also be on site during the entire usage period.
13. The group shall not alter any of the buildings, structures, or equipment in any way. No timber, shrubs, or flowers shall be cut, damaged, or destroyed. Graffiti of any kind is prohibited. The group is responsible for setting up and taking down the dining hall tables and benches as well as any other equipment requested by the group.
14. The speed limit on the camp property is 5 MPH. The usage group will be held responsible for excessive wear and tear on the roadway resulting from not following the 5 MPH speed limit. No vehicles are allowed to block roadways.
15. Any damage, needed repair, accidents, or illness must be reported to Camp Fire Samish staff as soon as possible.
16. All vehicles must use the designated route to Camp via Marshall Road, and obey posted speed limits.
17. Personal sports equipment brought to camp by usage groups such as archery equipment, climbing gear, or waterfront equipment must be stored and handled safely for the protection of all persons. Camp Kirby assumes no liability for the loss or damage to personal sports equipment.
18. No specialized activities such as swimming, archery, boating, and climbing wall may be conducted without the prior knowledge and approval of Camp Fire Samish staff.
19. There are no waterfront activities allowed without a certified lifeguard who must also go through an orientation by a Camp Fire Samish staff member.
20. No pets are allowed at Camp Kirby. Service animals as defined by Title II and Title III of the ADA are allowed. Companion animals do not fall under the ADA definition and are therefore not allowed.
21. Due to severe erosion, keep clear of downed trees on the west beach (below Chapel).

Failure to comply with the "Standards and Rules Governing the Use of Camp Kirby" may result in the immediate termination of this agreement and upon demand, the usage group agrees to leave the site immediately without refund. The usage group acknowledges that they have received, read, understand, and agree to comply with Camp Fire Samish's "Standards and Rules Governing the Use of Camp Kirby" and "Usage Group Manual."