



4. Use of Facilities.

- A. Swimming Pool and Lake. The swimming pool may be used only under the supervision of a certified aquatics instructor. Certification (Boy Scouts, Red Cross or YMCA) must be documented prior to use. The lake may be used only if deemed safe by California Lions Camp and only under the supervision of a person who has watercraft safety certification. The only approved apparel for the swimming pool are swimming suits. Cut off jeans or pants will not be permitted.
- B. Athletic equipment to be provided by User; i.e. balls, bats, nets, etc.
- C. Other equipment and Facilities. User agrees to pay for replacement or repair (at option of California Lions Camp) of all lost or damaged equipment and facilities at the camp that were lost or damaged during the use period.
- D. Parking. All vehicles will be parked only in the designated parking areas.

5. Insurance. User shall, at least five (5) days prior to the use period, provide California Lions Camp with a certificate of insurance that User has a minimum of \$1,000,000 for public liability and property damage, with an endorsement for water craft insurance, and which names California Lions Camp, its officers and directors, as an additional insured.

6. Hold Harmless. User shall hold harmless, defend and indemnify California Lions Camp from any claim, demand or suit arising out of the use of California Lions Camp (including equipment and facilities) during the use period.

7. Personnel.

- A. By California Lions Camp. California Lions camp shall provide one Caretaker to provide routine maintenance and to assist User with the facilities.
- B. By User. User shall provide a sufficient number of adult supervisors to adequately supervise the campers. User shall also provide its own first-aid and nursing care, food service staff and housekeeping staff.

8. Termination. User shall have the right to terminate the Use Agreement only on the following terms and conditions:

- A. In the event that User, in its sole discretion, is unable to fulfill its obligations hereunder, User shall have the right to terminate this Use Agreement by giving California Lions Camp written notice thirty (30) days prior to the Beginning Date as set forth at the beginning of this Agreement. In the event of such termination, User shall be entitled to the return of all of User's deposits. Upon such termination, User and California Lions Camp shall be released from any further obligations under the terms of this Use Agreement.

B. In the event that User does not exercise its right to terminate as set forth herein, User's obligations under the Use Agreement shall continue in full force and effect.

9. "In the event that California Lions Camp is delayed or prevented from performance of its obligations under this Use Agreement by reason of Acts of God, fire or other destructions, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations, or any other cause without the fault and beyond the control of California Lions Camp, then California Lions Camp shall be excused from the performance under the terms of this Agreement. In such event, the User shall be entitled to the return of its deposits or User may reschedule its use of the California Lions Camp, with the approval of California Lions Camp, and all User's deposits shall be retained in accord with the Use Agreement".

Dated \_\_\_\_\_, 2009/2010 \_\_\_\_\_  
User

Dated \_\_\_\_\_, 2009/2010 \_\_\_\_\_  
California Lions Camp

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