



South Carolina Waterfowl Association
Camp Leopold Program User Group Agreement

Pursuant to the agreement between the Camp Leopold Program of the South Carolina Waterfowl Association henceforth referred to in this agreement as (SCWA) and/or (Center) and henceforth referred to in this agreement as (User Group), dated _____, the parties agree to the following terms for the use of the Wildlife Education Center for meals and lodging on _____.

General Provisions

1. **TERM:** The program shall be held at the South Carolina Waterfowl Association's Wildlife Education Center located at 8444 Old River Road Pinewood, SC. **Unless otherwise arranged, the arrival time shall be at 10:00 am on _____ and departure time shall be 12:00 pm on _____ . The first meal for the participants is lunch on _____ and the last meal is lunch on _____ .**
2. **FEES AND COSTS:** User Group hereby agrees to pay the South Carolina Waterfowl Association an amount equal to the sum of _____ for a **minimum of _____ students, _____ chaperones, and _____ educators,** including all participants, teachers, chaperones, and volunteers for the use of the site for the time described above.
 - a. **Breakage and Damage:** User Group agrees to pay the Center the amount reasonably necessary to repair or replace property or equipment damaged or destroyed as a result of their use and occupancy.
 - b. **Building Usage:** User Group will have use of the Dining Hall, Chace Lodge, and assigned lodging.
 - c. **Payment Terms:** User Group agrees to deliver payment in full within thirty days of arrival date. ALL ACCOUNTS 30 DAYS PAST DUE WILL BE CHARGED AT A RATE OF 6% FINANCE CHARGE PER MONTH.
 - d. **Deposit:** A NON-REFUNDABLE DEPOSIT OF 10% OF THE INITIAL STATEMENT MUST ACCOMPANY THE SIGNED USER GROUP AGREEMENT.
3. **REFUND POLICY:** The User Group can cancel or reschedule their field trip and receive a refund for all payments made except for the 10% deposit used to secure their dates. If the User Group cancels for any reason within 30 days prior to the arrival date of the field trip, the User Group will be responsible for 70% of the total contracted Guaranteed Number for said trip.

4. **STAFF:** If agreed upon by both parties for User Group programming, SCWA agrees to provide program staff necessary for the safe operation of camp facilities, including but not limited to such activities as waterfront, archery, adventure courses, low ropes course, and zip lines (program activities). If required by ACA or state/county regulations, the Center will provide trained and/or certified staff for teams course, zip lines, waterfront, archery, and adventure courses. SCWA staff shall provide instruction and safety orientation to all participants prior to activities. If youth are attending, the User Group should be providing supervision and discipline of the children during activities in which SCWA staff are leading the program and providing guidance and direction of the activity.

Liability and Insurance

5. User Group agrees to hold SCWA and/or its employees harmless from and indemnify the same against any claims, demands, or causes of action including any damages, costs, expenses, attorney's fees for injury to persons or damage to property that are the result of the actions of User Group or their agents, employees, participants, and visitors occurring on the subject premises or connected to the use of the facility. User Group understands and recognizes the risks involved in camping activities and agrees to release SCWA from any legal responsibility for accident or injury arising from the use of or as a result of usage of the Wildlife Education Center and/or facilities described above unless such accidents or injuries are due to the negligence or willful acts of the Wildlife Education Center, its staff and/or employees.
6. User Group shall be responsible for insuring any personal property used in connection with the camp program, and for any liability coverage deemed necessary. The Center shall not be responsible for or provide any insurance for any items of personal property belonging to the participants or staff of the User Group.
7. User Group will be responsible for any damages to the site caused by the User Group's participants.
8. It is hereby understood and agreed by the parties, that the User Group's participants participating in the camp program are not employees of SCWA, and as such are not covered under any policy of worker's compensation insurance. SCWA will not be responsible for injuries sustained by User Group's participants working on the site as part of the camp unless such accidents or injuries are due to the negligence or willful acts of SCWA, its staff, and/or employees.
9. User Group will provide SCWA with a COI (Certificate of Insurance) annually.

Supervision of Participants and Staff

10. User Group agrees to supervise and to assume full control and responsibility for any persons, entities, or things other than SCWA's personnel or property who/which are, for any reason, on the facility by reason of their attendance at the program or use of the facility. If youth are attending, the User Group should be providing supervision and discipline of the children during activities in which SCWA staff are leading the program and providing guidance and direction of the activity.
11. User Group agrees to conduct background checks on all volunteers and staff attending camp and assumes responsibility for the staff's training and adherence to industry child abuse prevention procedures.
12. User Group should set up disciplinary procedures that allow for due process and which would permit expulsion of participants from the Center if his/her action threatened their safety, the safety of others, or the safety of Center properties.
13. Contact Person: User Group shall designate a contact person to communicate with SCWA's contact person daily during onsite programming. At least two weeks prior to the arrival date, the User Group's contact person will provide SCWA with the accurate 2-week participant numbers, special accommodation requests, health history of participants, and any updates on arrival/departure date/time.

Premises Rules

14. Consumption or possession of alcoholic beverages or any illegal substance on site is prohibited. This includes participants that may be on-site and not assigned program duties or supervisory responsibilities. Any staff, guests, volunteers, or other participants found in violation of this provision will be asked to leave the Center premises.
15. The Center is a tobacco-free environment so the use of tobacco products is prohibited.
16. The maintenance facility (including any equipment, tractors, tools, or supplies) shall be off-limits to the User Group's personnel. The Director or their representative will be on duty to handle problems related to the facility and its operation. The Center and its employees have the right of entry to all properties at all times to ensure the safety and comfort of its guests.
17. User Group agrees that they shall make no modifications or additions to any buildings, structures, or equipment without the prior written permission from the Director. This shall include the removal of any bunk beds, bed rails, smoke detectors, etc.
18. All vehicles will be parked in parking lots except for loading and unloading heavy supplies or equipment. The Center may assess a fine to any vehicles parked in these

areas, for which the User Group will be responsible. Passengers on camp are restricted to vehicles designed and equipped for the carrying of passengers.

19. Group members will strictly adhere to speed limits on Center grounds since roads are also used as foot trails.
20. Pets or other animals (except Seeing Eye or service dogs) are not allowed at the Centers unless approved by the Chief Operating Officer.
21. Explosives are prohibited at the facility. The possession of unauthorized weapons by any participant or guest is a violation of state law and shall constitute sufficient grounds for the expulsion of that person from the Center's property.
22. User Group shall bring any gasoline, flammable liquids, poisonous substances, or power tools to the Center.
23. Campfires may be built in designated areas only and when skilled, mature personnel are present and supervising.
24. Each participant must provide their own linen and toilet articles.
25. Prior to departure, all groups using buildings and grounds should complete the following duties:
 - a. Pick up all trash on the Center grounds.
 - b. Rearrange all furniture as it was found upon arrival.
 - c. Sweep cabins and porches.
 - d. Close windows and doors.
 - e. Turn off all fans and lights.
 - f. Restrooms - Remove personal effects from sinks, commodes, and showers. Center personnel will disinfect the restroom areas.
 - g. Ensure all bunk beds are clean of any trash/personal effects.
26. Final inspection of the Center will be made with the contact person and the Director or their representative, at which time if the facility is found clean and back in order User Group will be released of its responsibility. If it is preferred, the User Group will be assessed a clean-up fee instead.

Food Service

27. The Kitchen is off-limits, except for authorized personnel.

28. Members of the User Group shall clean up after each meal. This shall include properly disposing of food and drink items, wiping tables, and sweeping the floor after each meal.

Health and Safety

29. Medical Care: User Group shall responsible for all medical records, medication, and treatment performed during the scheduled program
30. The Center does not provide medical supervision, treatment, or maintenance for campers. These responsibilities belong to the User Group. The User Group is responsible for the dispensing and proper storage of all camper medications.
31. The Center will have a limited amount of first aid supplies and equipment available. The User Group agrees to furnish their medical staff and are encouraged to bring their own first aid supplies and equipment.
32. Emergency transportation is available through local emergency response groups by dialing 911. User Group shall be responsible for furnishing non-emergency transportation.
33. User Group'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.

Activities and Events

34. User Group agrees to get permission from the Center for any special activities held at the site during camp. The Center shall ask the User Group to stop any activity if in the determination of the Director that activity is unsafe or poses a threat to the safety and welfare of any participant, staff member, or volunteer.
35. Trained personnel should be in charge of any special program activities, such as hikes, overnight camping, adventure course, zip lines, etc. See the Staff paragraph under item 4 to clarify responsibilities.
36. Swimming, boating, and waterfront activities are allowed only with a Certified Lifeguard on duty and with the prior permission of the Director. The required Certified Lifeguard(s) shall be provided by the Center at times established in the activity schedule and mutually agreed upon between the Center and the User Group. Life jackets must be worn on the lake and shall be provided by the Center. Fishing is permitted; however, all state laws are applicable.

Thank you for registering for a Camp Leopold onsite program! Please contact the Camp Leopold Director with any questions or concerns. We look forward to having you on-site soon.

Kindly,

Abby Zabrodsky
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