

# Camp Wittman Outdoor Center User Agreement



**Fees:** Payment of all fees is preferred in advance but must be received within 30 days after use of Camp Wittman Outdoor Center (CWOC). For groups over 30 people, a deposit may be required. A list of all camp users, represented by signatory below, must be provided to CWOC upon arrival at CWOC and a copy available on site in case of emergency.

## Camp Wittman Responsibilities/Provisions:

1. A clean facility and premises at the time of your arrival.
2. Firewood, paper towels, bathroom tissue, trashcan liners, and basic cooking pans, dishes & utensils.
3. First aid kits and fire extinguishers on-site but CWOC is not responsible for medical supplies.
4. A cell phone booster in the lodge for emergency communication.

## User Responsibilities:

1. The bunkhouses, cook's cabin, and loft in the lodge have beds, but users furnish bedding and pillows. CWOC has sleeping mats in the lodge (for sleeping on lodge floor). Users can bring extra tents or RV's to provide additional sleeping capacity if needed. RV parking should be done in a manner to not impair camp access and useability.
2. A staff to camper ratio will be minimally maintained at a 1:9 ratio for ages 18 and under.
3. Users provide their own food, paper products and food preparation material. Catering is available to CWOC from Lewiston vendors. Contact the Camp Director for more information.
4. No smoking, vaping, other tobacco products, or illegal drug use is allowed in or around camp facilities. Serving alcohol to underage campers is strictly prohibited.
5. Users are allowed on the challenge course equipment only with a qualified adult/facilitators present. Usage of the challenge course needs to be arranged in advance as part of the reservation process.
6. CWOC's access is through the metal gates at the county road. Gates should be kept closed during use, locked upon departure, and keys left in the lockbox. Gate protocols for leaving gates open can vary, in consultation with the Camp Director, depending on livestock presence in the pasture surrounding CWOC.
7. Campfires are only allowed in the firepit gazebo and in the lodge fireplace, unless other arrangements have been made with the Camp Director for small fires outside the camp perimeter for educational purposes.
8. Trash bags are provided but users must take their trash when they leave. Pack it in, pack it out!
9. Users are expected to exercise due diligence in keeping facilities clean and cared for. Users must complete the **Cleanup and Checkout List** prior to departure. In the event camp equipment or property is damaged, or trash is left behind, users will be charged costs related to repair, replacement, or removal, as determined by CWOC.
10. User(s) agree to accept and abide by this *CWOC User Agreement* and are expected to *carry their own insurance*. Users also agree to/accept the *release/waiver, indemnity, and media release* statements below:

**RELEASE/WAIVER:** IN CONSIDERATION OF BEING PERMITTED TO USE CWOC FACILITIES AS DESCRIBED ABOVE, I/WE RELEASE FOR MYSELF/US AND MY/OUR PERSONAL REPRESENTATIVES, HEIRS AND NEXT OF KIN, FOR ALL LOSS OF DAMAGE, AND FROM EVERY CLAIM, DEMAND, ACTION OR RIGHT OF ACTION, OF WHATSOEVER KIND OR NATURE EITHER IN LAW OR IN EQUITY, ON ACCOUNT OF INJURY TO PERSON OR PROPERTY, OR RESULTING IN DEATH, WHETHER CAUSED BY THE NEGLIGENCE OF OR OTHERWISE WHILE ON CWOC PROPERTY.

**INDEMNITY:** I/WE AGREE TO INDEMNIFY WITTMAN LEGACY INC, CAMP WITTMAN OUTDOOR CENTER (CWOC) AND ALL REPRESENTATIVES FROM ANY LOSS, LIABILITY, DAMAGE OR COST THAT WE MAY INCUR DUE TO USE OF CWOC FACILITIES, WHETHER CAUSED BY THE NEGLIGENCE OF CWOC OR OTHERWISE. I/WE EXPRESSLY AGREE THAT THIS RELEASE, WAIVER AND INDEMNITY AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF IDAHO AND THAT IF ANY PORTION OF THIS AGREEMENT IS HELD INVALID, IT IS AGREED THAT THE BALANCE SHALL, NOTWITHSTANDING, CONTINUE TO FULL LEGAL FORCE AND EFFECT. THIS RELEASE CONTAINS THE ENTIRE AGREEMENT BETWEEN USER AND CWOC AND THE TERMS OF THIS AGREEMENT ARE CONTRACTUAL.

**MEDIA RELEASE:** I/we understand that CWOC may use or display (or permit others to do so on its behalf) all or excerpts of my/our group members' likenesses in any media for educational, news, marketing, advertising, fund-raising or other reasonable business purposes, and I/we hereby grant to CWOC the irrevocable, royalty-free worldwide right to do so. I/we further understand that I/we will not receive any compensation for this release.

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User/Authorized Group Rep Name, printed

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User/Authorized Group Rep Signature

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Date