



Camp Sylvester

One Dodge Ridge Road, Pinecrest, CA 95364
www.campsylvester.org

Waiver and Rental Use Agreement

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Camp Sylvester Waiver, Release and Indemnity

I understand and agree that my participation in events, programs, races, or activities organized, operated, conducted and/or sanctioned by Camp Sylvester is conditional upon my execution of this document.

1. I am aware that camping and related activities involve the possibility of **injury or death**.
2. **I accepts these risks**, and all others arising from these events and programs, even if arising from the negligence, gross negligence or negligent rescue by those associated in any way with the Camp Sylvester events and programs I may be involved in, the venues at which these events and programs takes place or by those organizing, officiating, or participating in these events and programs throughout the year, including their respective officers, directors, employees, agents, servants, volunteers and representatives (the "Releasees").
3. I understand that all applicable rules for participation must be followed and that **SOLE RESPONSIBILITY FOR MY PERSONAL SAFETY REMAINS WITH ME**, including my physical and emotional preparation and fitness to participate in all events and programs throughout the year.
4. I undertake and agree to remove myself from participation if I sense or observe any unusual hazard or unsafe condition.
5. I give, a **FULL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS** that I have, or may have in the future, against Camp Sylvester, participating program organization, and all other Releasees from all liability for any loss damage, injury or expense that I may suffer as a as a result of my participation in any part or parts of the events or programs or my presence at any venue at which they may take place, due to any cause whatsoever including the forms of negligence set forth in paragraph (2) above or from any breach of contract or statutory duty or other duty of care including any duty of care owed by the Releasees.
6. **I AGREE NOT TO SUE** and I further agree **TO INDEMNIFY AND SAVE HARMLESS** the Releasees from all expenses, fees, liability or damage award or cost of any type whatsoever arising from my participation in these events or programs. **I HAVE READ AND UNDERSTOOD THIS WAIVER, RELEASE AND INDEMNITY.** I am aware that by signing this agreement I am waiving substantial legal rights (on my behalf and on behalf of the heirs, executors, administrators and next of kin), including the giving up of my rights to sue.

Name: _____

Signature: _____ Date: _____

PARENTAL CONSENT FOR MINOR PARTICIPANT and INDEMNITY AGREEMENT

I have read and understood the above waiver, release and indemnity, and have discussed the same with the minor person signing above. I am satisfied the said minor understands the waiver and release and his/her obligations are set out. In consideration of the participation of my minor child/ward I too agree to waive, release and indemnify the Releasees, including Camp Sylvester and any related individual employee or agent thereof, in the terms set out above. I am aware that by signing this agreement I am waiving substantial legal rights, which my minor child/ward and I, our respective heirs, executors, administrators and next of kin may have against the Releasees.

Name: _____

Signature: _____ Date: _____



Camp Sylvester General Facility Use Agreement

1. I accept and agree to take good care of Camp Sylvester property and leave it in clean condition, free of damage.
2. I understand that Camp Sylvester and/or its employee do not provide cleaning services. All guests and/or groups are required to do daily cleaning. It is **NOT** the Site Services Manager duty or responsibility to clean facilities, bathrooms or other buildings. Each group upon departure is required to **complete a comprehensive cleaning of all facilities used**. A detailed cleaning check-out list will be provided to the 'person in charge' as defined on the 'Reservation Agreement' the afternoon prior to the day of departure. Failure to complete cleaning of all facilities used prior to departure may result in partial or total forfeit of 'Cleaning Deposit'.
3. The Site Services Manager, an employee of Camp Sylvester, will open and close cabins, instruct you on use of equipment and provide **basic supplies including:** electric service (for general use), running water (hot water limited), toilet paper, paper towels, light bulbs, hand soap, hair and body wash, appropriate surface and floor detergents and cleaner for sanitation management. Any equipment failures shall be reported to the Camp Sylvester Site Services Manager.
4. General Facility Use furnishings include beds for **up to (220) persons** or as defined on the contracted Reservation Agreement, an equipped kitchen and dining area, firewood and a wood burning fireplace/fire pit. **All guests to furnish bedding** (sheets, blankets, sleeping bag and/or pillow), hygiene products, bathing towel, food or any other item necessary.
5. I acknowledge and accept that Camp Sylvester facilities may be rented independently of other on-site facilities and services. I agree to maintain the privacy of other guests/groups that may be staying on site and will not intrude or interrupt other guests and/or groups staying at Camp Sylvester during the rental period. Rental of Camp Sylvester does not include open use of other on site areas not defined on the contracted Reservation Agreement such as: other recreation and/or dining halls, amphitheater, sport courts/fields and/or bathroom facilities.
6. **I accept and agree to be responsible for all damages** or injury done to persons or property while on the Camp Sylvester property. I understand I may be individually charged for damages and agree to pay for repair and/or replacement of damaged property including labor and materials.
7. I understand that area **heating units are for use during cooler season months (September-May)** and will not be available for use during the summer season unless determined necessary by the Camp Sylvester Site Services Manager.
8. I understand that additional rules and regulations are posted on site and will do my part to review and understand these additional rules and regulations apply during my stay at Camp Sylvester.
9. I understand that **no pets are allowed** at Camp Sylvester expected those certified for medical need (example: seeing eye dogs).
10. I understand tampering with emergency and safety equipment is a **punishable felony** and may result in fines up to **\$500.00** per occurrence/incident.
11. I understand that **cleaning charges of \$150.00** per occurrence and **finest of \$50.00** per occurrence will be charged to the camper and/or the contracted organization for discharging fire extinguishers in a non-emergency.
12. I understand that National Forest Service Law defines that the hours between **10:00 PM – 6:00 AM are 'Quiet Hours'** and I will respect Camp Sylvester's neighbors and reduce excess noise during 'Quiet Hours'.
13. I understand that National Forest Service Law does **NOT** permit the use of equipment that generate **amplified sound** such as stereos, loudspeakers, DJ equipment or excessively loud / amplified instruments (example: drums, electric guitar).
14. I understand that **smoking is not permitted** anywhere on or adjacent to the Camp Sylvester site.
15. I understand that available vehicle **parking is limited** at Camp Sylvester and I will do my part to organize available carpools for myself and my guests.
16. I understand that Camp Sylvester is located in a natural environment setting and is subject to alpine weather conditions including snow and heavy rains. I acknowledge that it is my responsibility to **understand weather reports** and be prepared for unexpected weather conditions and its affect such as ground flooding and power outages.
17. I understand that **'Acts of God'** or situations outside the control of Camp Sylvester (unexpected severe weather, power outages) are not grounds for contract cancellation.
18. I understand that in a case where unexpected severe weather or situations such as a power outage significantly impact my stay, well beyond what may be expected, I **MAY** be giving the opportunity to reschedule my stay/event. I understand that approval for rescheduling is **very rare** and if rescheduling is permitted, as determined by the Camp Sylvester Director of Operations, I must reschedule my stay/event **within (6) months** of the original scheduled date.

Initial: _____



Camp Sylvester

Thiemann Hall/Townhouse Facility Use Agreement

1. I accept and agree to take good care of Camp Sylvester property and leave it in clean condition, free of damage.
2. I understand that Camp Sylvester and/or its employee do not provide cleaning services. All guests and/or groups are required to do daily cleaning. **It is NOT the Site Services Manager duty or responsibility to clean facilities**, bathrooms or other buildings. Each group upon departure is required to complete a comprehensive cleaning of all facilities uses. A detailed cleaning check-out list will be provided to the 'person in charge' as defined on the 'Reservation Agreement' the afternoon prior to the day of departure. Failure to complete cleaning of all facilities used prior to departure may result in partial or total forfeit of 'Cleaning Deposit'.
3. The Site Services Manager, an employee of Camp Sylvester, will open and close cabins, instruct you on use of equipment and provide **basic supplies including**: electric service (for general use), running water (hot water limited), toilet paper, paper towels, light bulbs, hand soap, hair and body wash, appropriate surface and floor detergents and cleaner for sanitation management. Any equipment failures shall be reported to the Camp Sylvester Site Services Manager.
4. Thiemann Hall/House furnishings include **beds for up to (12) persons**, an equipped kitchen and dining area, firewood and a wood burning fireplace/stove. **All guests to furnish bedding** (sheets, blankets, sleeping bag and/or pillow), hygiene products, bathing towel, food or any other item necessary.
5. I acknowledge and accept that Thiemann Hall/House may be rented independently of other on-site facilities and services. I agree to maintain the privacy of other guests/groups that may be staying on site and will not intrude or interrupt other guests and/or groups staying at Camp Sylvester during the rental period. Rental of Thiemann Hall/House does not include open use of other on site areas such as: other recreation and/or dining halls, amphitheater, sport courts/fields and/or bathroom facilities.
6. **I accept and agree to be responsible for all damages** or injury done to persons or property while on the Camp Sylvester property. I understand I may be individually charged for damages and agree to pay for repair and/or replacement of damaged property including labor and materials.

Initial: _____



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Camp Sylvester Check-in / Check-out Policy

All guests and/or groups stay at Camp Sylvester shall not arrive on site before designated check-in time and all guests and/or groups shall be completely checked-out and off site by designated check-out time. Failure to complete an on-time check-out may result in partial or total forfeit of 'Cleaning Deposit' plus additional charges as they may apply, including 'Day Use Rental Fees' and/or Overnight Rental Fees'.

General Day Use Check-in: 6:00 AM
General Day Use Check-out: 10:00 PM

General Overnight Check-in: 3:00 PM
General Overnight Check-out: 1:00 PM

Camp Sylvester Refund Policy

For campers and guests who chose to use the online registration tools on CampSylvester.org, Camp Sylvester does not retain registrar's funds and consequently Camp Sylvester **will not issue refunds** to individuals. If applicable/qualified for refund of monies, campers and/or guests must request refund from the 'Person in Charge of Arrangements' defined on the contracted 'Reservation Agreement.'

No refund of 'Reservation Deposit' will be given to any guest or group who **cancels reservations within (90)-ninety days** of expected arrival.

By signature, I acknowledge that I have read the above agreement(s) and **accept the terms and conditions of use.**

Name: _____

Signature: _____ Date: _____



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Sample 'Reservation Agreement'

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