

USE AGREEMENT FOR CAMP TECUMSEH

~Terms and Conditions~

Rules for acceptance and participation in programs at CAMP TECUMSEH are the same for everyone without regard to age, race, color, religion, sex, handicap, or national origin.

User Group _____

Date(s) of Event _____

- 1. Description of Premises** – CAMP TECUMSEH agrees to permit Licensee to use the property identified in the Agreement according to the following terms and conditions. The Agreement includes the use of all improvements to the Facility, except those which CAMP TECUMSEH expressly excludes by so notifying the Licensee's representative upon his/her arrival at the Facility.
- 2. Food Services** – Licensee must bring their own cooks and prepare their own food and beverages, assuming all responsibility for any foods prepared, and for all activities incident to their preparations, and shall hold CAMP TECUMSEH and the Facility owner harmless from any and all liability therein. Tableware and other related food/service items are the responsibility of the rental group. Cooking utensils are provided with the rental of the Dining Hall. User Groups must keep appropriate refrigeration and dishwasher temperature charts while using facility. In addition all dishes must be air dried and kept free from dust or contamination
- 3. Use of Premises and Schedule** – During the term of this Agreement, Licenses shall use the Facility for conducting a program of its own design and shall comply with all applicable laws, codes, and regulations. Licensee shall notify CAMP TECUMSEH of the nature of its program, and shall promptly supply CAMP TECUMSEH with information concerning the program upon request by "OUR CAMP". CAMP TECUMSEH prohibits hunting, fireworks, firearms, explosives, ammunition, smoking, alcohol, and non-prescription drugs at the Facility. The use of gasoline, flammables, poisonous substances, and hand and power tools are restricted. Prior authorization from the Site Director must be obtained.

If the swimming pool is part of the agreement, no one shall enter the pool area unless a qualified lifeguard is supervising the pool area. CAMP TECUMSEH shall, in its sole discretion, determine the minimum qualifications for said lifeguard, which will generally be a minimum of a Red Cross Lifeguard Certificate. The American Camping Association requires a ratio of one certified lifeguard to every 30 persons in the water, and an overall ratio of one non-certified "observer" for every 10 persons in the water. If the Waterfront is requested for Boating the User group must have an individual certified in Lifeguard Training, and Waterfront Life Guarding. Also he or she must enforce and follow all of the Waterfront procedures and rules.

Swimming pools are generally available from Memorial Day weekend through Labor Day weekend; weather, schedule, and maintenance permitting.

If other specialized program activity areas or equipment are part of the Facility, CAMP TECUMSEH will either provide appropriately trained staff or will determine minimum qualifications for said supervision by the Licensee. Additional information and guidelines for pool use, and use of special equipment (ropes course, horses, etc) will be sent to all applicants expressing an interest in participating in such activities.

Premises Policies – Pool/Waterfront Policies

General

1. The waterfront director is responsible for scheduling qualified personnel for the pool and canoeing program during operation of the summer camp.
2. Each aquatic activity shall be staffed by certified lifeguards in accordance with the ratios established for the activity. There must be a person or persons certified in Standard First Aid and age-appropriate CPR and a stocked first-aid kit at each aquatic activity.
3. A lookout is on duty to assist the lifeguards in maintaining safe supervision of campers.

Don't do: reading, sunbathing, long conversations, letter writing, or other activities that distract from camper supervision. Lookouts have been oriented to their responsibilities and have demonstrated elementary forms of nonswimming rescue.

4. Campers and staff must follow all safety rules as posted at waterfront areas. Staff accompanying campers are expected to assist in enforcing rules.
5. The buddy system is always in use at the waterfront areas.
6. If severe weather approaches (thunder and lightning) all waterfront areas will be closed and campers must leave the area immediately. Other weather conditions (fog, high winds, mist) which may close down the waterfront areas will be up to the discretion of the waterfront director and/or camp director and/or assistant camp director.
7. Staff will be trained in and demonstrate nonswimming rescues during pre-camp and will be oriented to their responsibilities as lookouts. Emergency procedures will be periodically rehearsed throughout the season at the direction of the waterfront director.

Pool

1. Swimming pool will be locked when not in use. A certified lifeguard must **always** be present when swimming occurs.
2. Each camper will be tested within 24 hours of arrival and placed in a swimming group based on ability.
3. Instruction in basic swimming safety rules is given on the first day, including:
 - No running
 - No horseplay
 - Don't touch the rope between deep and shallow ends
 - Jumping only in deep end, no diving, no flips
 - Balls stay in shallow end
 - No gum or Band-Aids®
 - Swim with a buddy and swim at the same end
 - No breakable beverage containers (e.g., glass or mugs) are allowed in pool area
4. It is camp policy that for each group of 30 swimmer, a minimum of 1 certified lifeguard and one staff person be present. At Camp Tecumseh, ALL lifeguarding staff are over the age of 18. The overall ratio of "lifeguard to swimmer" is 1:25. This ratio must be maintained at all times, which includes lookouts.
5. Campers must **always** be supervised at the changing room.
6. Staff accompanying campers to the pool should plan to have the campers ready to enter at the scheduled time. Campers line up outside the door in a line by cabin until previous group leaves the pool area.
7. Upon entering the pool area, campers will take showers.
8. After showers they will follow their counselor to their designated cabin area and sit down.
9. Attendance is taken to make sure everyone is accounted for.
10. Once the lifeguards have taken their spots, a whistle is blown to let them in the pool.

Pool Equipment

Location Office: 8 Rescue Tubes
Backboard
Telephone For Emergency "911"

Pool Deck: Sheperds Crook

You must supply your own first aid supplies, and pocket masks when lifeguarding.

Pool Emergency Procedures

1. Lifeguard recognizes that someone needs immediate help.

The lifeguard recognizes an emergency in the water or on land.

2. Lifeguard activates Emergency Action Plan (EAP)

Before leaving a station, the lifeguard first activates the EAP by giving a prearranged signal, which is one long whistle blast to alert the other lifeguards and staff. They provide backup coverage, after this three whistle blasts will be blown and the pool will be cleared. Counselors will take there campers to an area outside the pool and buddy checks will be done out there.

3. Lifeguard follows general rescue procedures for emergencies that occur in the water or on land.

General Rescue Procedures

(These procedures are only for certified personal)

Water Emergencies –

- **Survey the scene and safely enter the water**
- **Determine if the victim is a distressed swimmer or an active or passive drowning victim.**
- **Perform an appropriate rescue**
- **Move the victim to safety**
- **Remove the victim from the water.**

Land Emergencies

- **Survey the scene and approach the victim.**

- **Provide emergency care if needed.**
 - **Perform a primary survey. (It would be decided here if the nurse would needed to be called)**
 - **Call 9-1-1 or the local emergency number (Nurse/Lifeguards/Directors only Call)**
 - **Perform a secondary survey**

4. Chain of command notified

The lifeguard who made the rescue will go over with head lifeguard anything that happened during the rescue. Whether in death or injury the Camp Director will notify the camper or staffs parent immediately and keep them up to date of what is going on.

5. Witnesses Interviewed.

As soon as possible, a lifeguard will interview any witnesses who saw the incident, and these will be documented in writing.

6. Reports Completed

The lifeguard who made the rescue will fill out an incident report as soon as possible. Other lifeguards and other staff involved in the incident must also fill out an incident report form.

7. Equipment Checked

The lifeguard checks the equipment and supplies used in the rescue. Any damaged or missing items are reported or replaced. If the pool was closed during the incident, all the required equipment must be back in place before reopening the facility.

8. Corrective Action Taken

Any situation that may have contributed to the incident is corrected before the facility is reopened or as soon as possible. If needed, access is restricted to any unsafe area.

9. Follow-up staff discussion

If the incident involves a serious injury or death, a mental health professional may help facility personnel and lifeguards cope with the experience.

Lake

1. Staff will be instructed in basic small craft safety rules and emergency procedures during pre-camp training.
2. All campers and staff must properly wear a personal flotation device (PFD) while in a canoe.
3. All canoes and equipment should be inspected on a regular basis and any repairs reported immediately to the waterfront director. PFDs are given a safety check immediately prior to use.
4. All campers are instructed in safety rules and given basic canoeing instruction, including dry land practice before going out on the lake. Training to include:
 - a. Self-rescue in case of capsize or swamping
 - b. Boat handling, boarding, debarking, trimming, loading, and changing positions
 - c. Donning and use of PFD
5. Safety rules to be reviewed and enforced
 - a. Must wear PFD
 - b. No horseplay
 - c. No standing in canoes
 - d. Paddle on opposite sides
6. No swimming is allowed in lake at any time.
7. A staff member (watcher) must always be present on the shore.
8. Buddy system must be used while on the lake.
9. There will be one certified boating instructor for each six boats on the lake. The overall ratio of one staff person for each ten participants must be maintained at all times.
10. Wheelchairs in the lake area must have the brake set and a wooden block in front of the wheel to prevent accidental rolling. Trained staff only may assist persons with restricted mobility as they transfer from the wheelchair to a canoe.
11. Access is controlled by padlocking the the boats, and locking the boathouse.

Staff Use of Aquatic Facilities

Staff may not swim unless a certified lifeguard is on duty on the deck. At the lake the guard may be supervising from the shore or in a canoe. The guard must be attentive to duties!

Group Use of Pool (nonsummer seasons)

The site manager schedules pool and lake use for user groups during the “off season.” User groups are advised in advance to bring their own appropriately certified personnel for lifeguarding and first-aid/CPR needs, as well as their own stocked first-aid kits. The site manager will explain the use of the buddy system, ways to evaluate swimming abilities, suggested ratios for lifeguards to participants, and use of personal flotation devices (PFDs) to user groups. User-group leaders will be provided with written safety regulations and emergency procedures (to be shared with the group) for all aquatic activities.

Ratios:

It is the Camps policy that a lifeguard supervisor and one lifeguard shall be on duty for each 30 campers who are in the water. One additional lifeguard shall be on duty for every additional 30 campers or fraction thereof. It is also camps policy that every user group has look outs, that are trained to scan, and do simple rescues at an aquatic facility.

4. **Utilities** – CAMP TECUMSEH shall provide water, electricity, and garbage disposal without charge to Licensee.
5. **Maintenance** – CAMP TECUMSEH shall maintain the Facility in good condition and repair and shall provide janitorial services to the premises and buildings. CAMP TECUMSEH shall provide beds, mattresses, kitchen utensils, dishes, and other equipment necessary for the operation of the Facility. Licensee agrees to assist in keeping the Facility clean, and shall leave the Facility free of defacement. Licensee needs to provide own bedding and linens.
6. **Health and Safety**
 - a. CAMP TECUMSEH does not provide medical supervision, treatment, maintenance, or dispensing of medications for licensee/rental group. These responsibilities belong to the Licensee.
 - b. Licensee agrees to furnish a qualified adult to provide basic health supervision. A qualified adult is at least 21 years of age and possesses at least a certificate of training in the principles of first aid and CPR. Licensee must bring own first aid supplies and equipment.
 - c. Licensee'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.
 - d. Licensee agrees to furnish at least one counselor, age 18 years or older, who is trained in the principles of first aid, for each ten campers under 16 years of age.
 - e. Emergency transportation is available through local emergency response groups by dialing 911. Licensee agrees to furnish non-emergency transportation.

In the event of an emergency, Hunterdon Medical Center, 2100 Wescott Drive, Flemington, NJ is open 24 hours daily, (908) 788-6194. *(Directions to hospital: At gate turn left. At stop sign turn right and quick left. At next stop turn left. At light turn right – turn on I-78E. Take Exit 17 for 31 South. Approximately 10 miles on right is hospital.)*
 - f. Open fires may be built only in the campfire area, for which fire permits have been secured. It is understood that both CAMP TECUMSEH and Licensee must comply with all lawful orders of appropriate fire control officials.
 - g. Use of vehicles at the Facility is restricted to roads and parking areas designated by the Site Director. Posted speed limits shall be obeyed.
7. **Use Fees and Costs**
 - a. **Guaranteed Minimum Fee** – The Guaranteed Minimum Fee is based on the number of persons guaranteed by Licensee. It will be charged to Licensee even if fewer persons use the Facility than Licensee guaranteed, or if Licensee terminates this Agreement without using the Facility, according to the terms also stated on Page 2 of the Reservation Form.
 - b. **Additional Use Fees** – If more persons use the Facility than the Licensee guaranteed, Licensee shall pay to CAMP TECUMSEH an additional fee. This fee will represent the use of the Facility by the additional persons, and will be calculated by totaling the individual charges for each additional person's lodging or day use fee, other per person fees where applicable.
 - c. **Breakage and Damage** – Licensee agrees to pay CAMP TECUMSEH the amount reasonably necessary to repair or replace property or equipment damaged or destroyed during Licensee's use.
 - d. **Payment Terms** – Licensee agrees to deliver payment in full to a representative of CAMP TECUMSEH prior to Licensee's departure from the Facility. Exceptions must be approved by CAMP TECUMSEH prior to arrival.
8. **Liability for Injury to Persons or Property**
 - a. Licensee agrees to supervise and to assume full control and responsibility for persons, entities or things other than CAMP TECUMSEH personnel or property who/which are, for any reason, on the Facility by reason of Licensee's program or use of the Facility.
 - b. Licensee agrees to defend, indemnify and hold harmless CAMP TECUMSEH and its past, present, and future members, directors, officers, employees, agents, and independent contractors and its and their successors, assigns and heirs from and against any harm and/or claim made by any third party arising out of in any way connected with Licensee's actions and/or failure(s) to act in respect of its use of the Facility.
 - c. For the purpose of this section, "any person" includes, but is not limited to, Licensee's agents and employees, participants in Licensee's program, and Licensee's visitors.
 - d. **Groups must obtain from their insurance company and submit with their application, a Certificate of Insurance naming The Salvation Army as additionally insured (minimum amount \$1 million).** Dates cannot be guaranteed without it.
9. **Miscellaneous**
 - a. Licensee warrants that the person signing the Agreement has the authority to execute the Agreement on its behalf.
 - b. This Agreement may be altered or amended only by written agreement of both parties.
 - c. CAMP TECUMSEH reserves the right to require that the Licensee remove from the Facility any persons in, or in any way connected with, Licensee's group who, in the sole opinion of CAMP TECUMSEH, are creating a disturbance or who are otherwise disrupting activities on said Facility. Licensee agrees to permit only authorized persons to enter the Facility and shall take all necessary steps to remove unauthorized persons from said Facility.

- d. Licensee agrees that the total number of participants on the premises will not exceed the Facility Building Maximum capacity at any time.

10. Ratios

Staff/camper ratios that are based on the recommended ratios set by our organization and the American Camp Association are to be followed during all programs run by OUR CAMP. Organizations who utilize our site and services for youth group activities are advised of the following ratios that we recommend for effective camper supervision.

General:

4-to 5-year-old day campers	1:6	for overnight campers	1:5
6- to 8-year-old day campers	1:8	for overnight campers	1:6
9- to 14-year-old day campers	1:10	for overnight campers	1:8
15- to 17-year-old resident campers	1:12	for overnighters	1:10

There should always be two staff members with a group of campers unless they are in an area near the main lodge where other groups are around and have easy accessibility to get help in the event of an emergency.

Exceptions to the above ratios are noted in the procedures for waterfront, archery, ropes course, and horseback riding. Other exceptions are as follows:

- Evening program requires at least three staff members to be with a unit.
- During rest period, two staff members must be in a unit, while others are at staff meetings.
- When at all possible, groups should be supervised by a minimum of two staff members.

At least 80% of the staff/camper ratios established need to be staffed by persons age 18 and older. All staff need to be at least 16 years of age and at least two years older than the minors with whom they are working. CITs and apprentices cannot be included as adult supervision in your staff/camper ratios.

In the event of an emergency when the ratios may not be met, use your best judgement. Utilize older campers and the intercom/walkie talkie when necessary.

All staff are expected to supervise and instruct campers while on duty.

11. Termination

- a. CAMP TECUMSEH may terminate this Agreement without any liability upon ten (10) days prior to written notice to Licensee either 1) without cause or 2) upon a determination by CAMP TECUMSEH, in its sole and exclusive judgment, that the requirements of the State Fire Marshal, the Department of Public Health and Safety or any statute, rule, or regulation of any federal, state, or local body, imposes undue requirements or hardship on CAMP TECUMSEH.
- b. In the event of cancellation by Licensee, Licensee will be released from payment of the Guaranteed Minimum Fee provided by CAMP TECUMSEH received written notice of the termination no later than 90 days prior to the event, or CAMP TECUMSEH re-licenses the same facilities for the same period of time at the same fee. CAMP TECUMSEH agrees to use it best efforts to re-license the Facility in this event.

<p>We agree to comply faithfully with the rules, policies, and guidelines of Camp Tecumseh as outlined above on the "Use Agreement for Camp Tecumseh – Terms and Conditions".</p>	
<p>Signature of Authorized Applicant/Licensee Representative</p> <p>X _____ Date _____</p>	
<p>Please return one signed copy of this agreement with your reservation form – keep one for your records.</p>	<p>Command Finance Council Stamp</p>