

ROCK SPRINGS RANCH TERMS & POLICIES

LODGING, MEETING AREA & PROGRAMMING ASSIGNMENTS

Before arriving at Rock Springs Ranch, herein referred to as RSR, we will assign your lodging, meeting areas and programming based on your event needs, the size of your group, and the space available. While we try to accommodate every request and need, we are not always able to do so.

HOUSING CHECK IN 4:00 PM & CHECK OUT 11:00 AM

WRISTBANDS

User Group leaders are responsible for passing out and making sure guests wear an RSR issued wristband at all times while on the property. This helps us easily identify our guests, for safety purposes as well as our meals.

ON SITE COMMUNICATION

During your stay, there will be a Manager on Duty (MOD) 24/7 to check in with you. User Group leaders will be issued a communication radio to get in touch with the MOD. The communication radio is a direct call to the MOD used for special requests and emergencies. Each lodging facility includes a pre-programmed weather radio and an additional communication radio that are to remain in the lodging. Fees may be assessed if radios are lost or damaged.

EXCLUSIVE USE LODGING CAPACITY MINIMUM

To best serve our guests, we have a lodging capacity minimum charge that differs based on the dates of your reservation for the exclusive use of lodging during your stay. User Groups scheduled to stay on dates that fall after Labor Day Weekend and prior to Memorial Day Weekend must fill lodging to 50% occupancy or higher and will be charged at our normal rates. If a group is below 50% occupancy, the group will be responsible for a minimum payment of the 50% occupancy charge for that housing unit.

User Groups scheduled to stay on dates that fall on Memorial Day Weekend and through Labor Day Weekend will need to fill lodging to 65% occupancy or higher and will be charged at our normal rates. If a group is below 65% occupancy, the group will be responsible for a minimum payment of the 65% occupancy charge for that housing unit.

FOOD SERVICE

Meal Times are: Breakfast 7:30 am, Lunch 12:00 pm, and Dinner 6:00 pm.

Based on the total number of guests in your group, as well as the total combined guests on-site, RSR may split your group and others into shifts to ensure a more pleasant dining experience for all. This may also include utilizing both Upper & Lower Williams Dining Hall and Wiedemann Hall. We ask that your group adhere to scheduled times assigned.

RSR serves meals through a one trip buffet. After all guests are through, if seconds are available an announcement will be made. Guests will return their dishes, eating utensils and glasses to the cleaning station when they are finished eating.

User Groups must confirm meal counts at least 14 days prior to arrival. Your group will be charged for the number of participants stated in the Agreement or your 14-day meal count whichever is higher; any amount above the number of participants in the Agreement or 14-day count will be charged at the appropriate meal rate. After the 14-day meal count has been submitted you may still cancel those meals at 3-days in advance to receive a 50% rate reduction. Cancelations received less than 3-days prior to arrival will be charged the full meal rate.

FOOD SERVICE AVAILABILITY REQUIRES 25-PERSON MINIMUM

As a non-profit, we strive to keep our rates as low as possible for our guests. For this reason, our policy is that we do not serve meals through our Food Service Department for groups of less than 25 people unless they agree to our policy. If a group with less than 25 people chooses to go ahead with meals provided by our Food Service Department for their stay, then our policy is that the User Group must pay full price for all meals for the number of people in attendance as well as 70% of the meal price for the difference between their group number and 25. If during your stay there are other groups on site where the total of all groups requesting meals exceeds 25, then we will not require the difference to be paid.

CATERING AND MEALS ON YOUR OWN

Our Food Service Department is ready to help with any catering needs you may have outside of the Dining Hall. From table service to box lunches for those planning an off-site adventure, our team is ready to provide that personal touch to your event. Catering options are not included in our regular meal rates.

User Groups who choose not to use our Dining or Catering services for meals may do so by communicating plans in advance with our Reservations Team. Regardless if you opt to use an outside caterer or do meals on your own, you will be charged a fee of \$1.50 per meal per person. This will be based on arrival/departure times and corresponding meal times within the group's time of stay.

For example: Dinner is served at Rock Springs at 6:00pm. If a group arrives at 5:00pm and chooses not to eat dinner with us, they will be charged \$1.50 per person for that meal. If they choose to arrive after our dinner time, they will not be charged the \$1.50 per person.

If using an outside caterer, the following guidelines will apply:

- All outside caterers must provide RSR with a copy of their business license and certificate of liability insurance no later than 2 weeks prior to the event.
- RSR cannot store or handle any food associated with outside services.
- Food must be prepared off-site by the caterer. Use of RSR kitchen facilities and equipment will not be permitted.

SPECIAL DIETARY NEEDS

Guests with special dietary needs should view our policy and fill out our Special Diet Request Form on our website: <u>https://rockspringsranch.org/get-to-know-us/special-diets/</u>

FIRST AID, MEDICAL, & EMERGENCY TRANSPORTATION

Each guest is required to complete the RSR Individual/Household Participation Agreement that is provided. Agreements must be completed and submitted at check in. User Group leaders are responsible for youth attending camps, family gatherings or other events without a parent or guardian in attendance.

RSR is not responsible for providing medical supervision, treatment, maintenance, supplies and equipment, emergency transportation, or dispensing or storage of medications. We recommend that all medications are stored in a secure and locked location. These responsibilities belong to the User Group.

RSR reserves the right to overrule decisions in all life-threatening situations, should staff deem it necessary for the welfare of the guests involved. Please report all incidents that require off-site treatment to the RSR MOD. RSR recommends that groups have adults who have CPR/AED & First-Aid certification from a nationally recognized provider, such as the American Red Cross or American Heart Association.

<u>SAFETY</u>

RSR has the authority to end any event if participants or staff are in danger, or some threatening situation arises during the event. To protect the client, any guests exhibiting signs that they may cause damage to the facility will be asked to leave the property by RSR management.

LIABILITY INSURANCE

RSR requires that User Groups purchase single event liability coverage. Prior to your arrival date, you must provide RSR with a certificate of liability insurance coverage listing "Kansas 4-H Foundation dba Rock Springs Ranch" as an additionally insured entity for the duration of your stay. Liability insurance does not apply for family reunions; however, it is highly recommended. For more information about purchasing single event liability coverage, contact your current insurance provider.

GROUP ROSTER

A rooming list will be sent to you and must be completed and sent back prior to your arrival. This list is necessary for RSR to be prepared for emergency situations.

EVENT DECORATIONS & SIGNAGE

Decorations and signage are permitted, but may not be affixed to walls, floors, or ceilings with scotch tape, duct tape, masking tape, nails, pushpins, or any other potentially damaging fasteners allowed. Blue/Green painters' tapes are acceptable or please use the bulletin boards and map rails provided in most meeting spaces. Glitter, paint, tie-dye, etc. are <u>PROHIBITED</u> in meeting areas and lodging.

EXCESSIVE CLEANING & DAMAGE

Please be respectful of RSR property and of our future guests. User Group leaders or the responsible adult will be liable for any damages or excessive cleaning. Fees may be assessed if lodging and meeting areas require excessive cleaning, trash take-out or repairs outside our normal services for the duration of your event including after meals on your own or use of an outside caterer.

<u>PETS</u>

Pets or domestic animals are not allowed at RSR. Service animals are of course welcome, we simply ask that you notify RSR in advance when possible.

Unfortunately, if pets or domestic animals are present. we will ask you to take them home immediately. You may see pets at RSR on occasion that are owned by our full-time staff that live on-site year-round and are registered.

FIREWORKS

For the safety of our guests, all fireworks are prohibited from use on grounds.

ALCOHOL/TOBACCO

Alcoholic beverages are not sold or served by RSR and are prohibited without prior approval. Usage application will be required to be on file in advance of the group's stay. User Groups with approved alcohol use may not consume in public areas. RSR is a Tobacco & Drug Free Facility. The use of tobacco products, e-cigarettes, and illegal drugs is strictly prohibited on RSR grounds.

PERSONAL FIREARMS

Guests are not allowed to bring or use firearms or other weapons at RSR. Possession of firearms and other weapons is strictly prohibited.

PERSONAL SPORTS EQUIPMENT

RSR does not allow the use of personal sports equipment, such as bows, rifles, shotguns, or climbing gear at RSR supervised activity areas. You are welcome to bring in your own fishing equipment. All fishing is catch and release. No fishing or hand catching is allowed in our trout ponds located at Spring Plaza.

ORGANIZED EVENTS UTILIZING PERSONAL SPORTS EQUIPMENT, PETS, DOMESTIC ANIMIALS OR LIVESTOCK

You are welcome to bring in your own sports equipment, pets, domestic animals or livestock to organized User Group events. These events require prior approval by the RSR Executive Director. User Groups for such events may be required to complete additional waivers, present additional insurance coverage and will be ultimately responsible to ensure appropriate safety measures are in place. For examples—firearm & ammunition secured storage with participant check in/out procedures throughout the event etc.

GOLF CARTS

Golf carts are permitted in certain instances and must have prior approval. Please request our waiver form to be filled out for authorization in advance for consideration. Guests are welcome to bring bicycles, strollers, etc. Our request is that you be respectful of other guests on grounds and stay on roads and paths.

All-Terrain Vehicles (ATVs) and other recreational motorized vehicles are prohibited at RSR.

ACA CAMPER RATIO RECOMMENDATIONS

RSR is an American Camp Association (ACA) Accredited Camp. As such, they have recommendations on staff/camper ratios for youth organizations.

-	OVERNIGHT CAMPS	DAY CAMPS
5 years and younger:	1:5 staff/camper ratio	1:6 staff/camper ratio
6-8 years of age:	1:6 staff/camper ratio	1:8 staff/camper ratio
9-14 years of age:	1:8 staff/camper ratio	1:10 staff/camper ratio
15-18 years of age:	1:10 staff/camper ratio	1:12 staff/camper ratio

All staff are at least 16 years of age and at least 2-years older than the minors with whom they are working with. We recommend two deep leadership for all age groups.

Please provide training to all staff to minimize the potential of any personnel being in a one-on-one camper/personnel situation when out of sight of others.

USE OF FACILITIES AGREEMENT

Incorporating a Release, Waiver of Liability, and Indemnity Agreement

This use of facilities rental agreement is between THE KANSAS 4-H FOUNDATION DBA ROCK SPRINGS RANCH and the User Group indicated by signer below, hereinafter respectively called the Organization and the User. This polices document and any addendums are to be submitted in combination with the completed and signed RSR Rental Agreement form detailing User's Booking Contract inclusive of event purpose, area(s) to be used, dates, fees, etc.

IN CONSIDERATION of being permitted to utilize the facilities, equipment, programs and grounds of the Organization per the Rental Agreement, the User, for itself and all its employees, agents, representatives, and assignees, agrees and represents that it has or will inspect and carefully evaluate such premises. It is further warranted that use of the facilities constitutes an acknowledgement that such premises and all facilities and equipment thereon have been inspected and carefully evaluated and that the User finds and accepts same as being safe and reasonably suited for the purpose use or participation.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE ORGANIZATION FOR ANY PURPOSE CONSISTENT WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO EVALUATION OR USE OF FACILITIES OR EQUIPMENT, THE USER HEREBY AGREES TO THE FOLLOWING:

- 1. THE USER HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Organization, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the User, its employees, agents, personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to person or property or resulting in death of the User, whether caused by the negligence of the releasees or otherwise while the User or its employees, clients, agents, or representatives are in, upon, or about the premises including use of any facilities or equipment therein. This applies to illness or death of the User related or from any exposure to a communicable disease infection such as COVID-19.
- 2. THE USER HEREBY AGREES TO INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may incur arising from the User's operations at the Organization's premises, including but not limited to use of Organization's equipment, facilities or from any exposure to a communicable disease infection such as COVID-19, regardless of whether such harm is caused by the sole or partial fault of the releasees.
- 3. THE USER HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE that may be incurred arising from the User's operations at the Organization's premises, including but not limited to use of Organization's equipment, facilities or from any exposure to a communicable disease infection such as COVID-19, regardless of whether such harm is due to the sole or partial fault of the releasees,
- 4. THE USER further expressly agrees that the forgoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Kansas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
- 5. IT IS FURTHER MUTUALLY AGREED between the parties that:
 - User is responsible to ensure all participants will abide by the above policies.
 - User is responsible and liable for the behavior of all participants.
 - User will ensure that all participants observe and act in accordance with all applicable regulations, protocols, and
 procedures set forth by Organization and shall not violate any city, county, or state law in or about the said
 premises.
 - The User shall not assign this agreement without written consent of the Organization.
 - The User shall provide certificates of workers' compensation insurance and of general liability and automobile liability insurance with limits of \$1,000,000 that are updated annually and provide notice of cancellation. (Not required for family reunions; however, highly recommended.)
 - The User shall name the Organization as an additional insured on its general liability policy with annual verification and notice of cancellation. (Not required for family reunions; however, highly recommended.)
 - This agreement may be terminated at any time by either party by giving the other party thirty (30) days prior written notice. Applicable User cancellation forfeiture fees may apply.
 - This agreement is the product of joint negotiation and drafting. No provision herein will be construed against either party on the basis that that party drafted the language in question.

THE USER HAS READ AND VOLUNTARILY SIGNS THE USE OF PREMISES AGREEMENT AND THE INCORPORATED RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement inconsistent with the foregoing written agreement have been made.

Signed	Print Name
Group Name	Date