

### Use Agreement for Pilgrim Point Camp

Thank you for reserving a retreat or camp at Pilgrim Point Camp (“PPC”)! The information and requirements provided with the Reservation Form and Procedures, the Pilgrim Point Camps & Retreats Policies & Procedures dated March 29, 2011 (“Policies & Procedures”), and the following terms apply to the Church’s planned camp program at PPC (“Camp”). Please promptly contact Karen Smith Sellers at the Conference office if you have any questions about any of these terms or requirements.

1. The Camp. During the time specified on the Reservation Form, the Church may use PPC for its Camp. The Church shall plan the Camp and its activities and schedule and shall staff the Camp with a sufficient number of qualified persons selected and hired by the Church. The Church shall comply with all applicable laws and regulations and the requirements stated herein and in the Policies & Procedures as they may be changed by the Conference from time to time.
2. Use of PPC. The Church may use PPC’s grounds, equipment, and buildings during the time specified on the Reservation Form except as PPC’s Site Director may exclude from use before or upon arrival. Other groups besides your Church may also be using PPC, and such other groups may be included in any Conference-provided programs, take meals, and otherwise use PPC along with the Church.
3. Meals. The Conference will provide the meals described on the Reservation Form. The Conference’s food service staff shall set meal times and menus. The Church shall be responsible for food serving in, and cleaning up, the Dining Room. Notify the Conference of any changes in the final number of diners no less than two (2) weeks before arrival.
4. PPC Condition. The Church is responsible for keeping PCC in at least as good order, condition and repair as it was at check-in. This means, for example, keeping the grounds free from litter and keeping the sleeping quarters and common areas in reasonably clean and usable condition. The Church is also responsible for keeping the Dining Room and all dishes, tables, serving wear, and other such items used in the Dining Room in clean and good usable condition, and complying with all of the Conference’s directions and policies for using PPC. If the Church fails to keep and preserve PCC in such order, condition and repair, the Conference may, at its option, put or cause the same to be put into said order, condition and repair, and in such case, the Church shall, on demand, pay the costs thereof to the Conference within ten (10) days after being billed.
5. Camp Attendees Registration. The Church shall provide the Conference at check-in a signed Registration form that includes contact information, consent for minors to be at the Camp, emergency authorization, and liability waiver and indemnification in form and substance such as the “Registration” form the Conference has provided to the Church. No participant or Church staff may be at or participate in the Camp until such a Registration form has been provided to the Conference. The Church must obtain prior Conference approval of any Registration form that is materially different in substance than the provided Registration.
6. Medical Care. The Church is responsible for all medical conditions and medical care, supervision, treatment, and dispensing of medications for persons at its Camp. The Church is advised to provide one or more qualified adults at the Camp to provide basic health care and supervision.
7. Supervision. The Church shall provide at least one (1) adult Church staff person for each ten (10) camp participants who are minors and shall keep minors under adult supervision at all times. The Church shall utilize appropriate screening policies for all such Church staff and shall be solely responsible for the actions or failures to act of such Church staff.
8. Contact Persons. The Conference’s contact person at PPC shall be the Conference’s Site Director, Virginia Nauer, or, in his/her absence, Robin Raudabaugh. The Church’s contact person at PPC shall be [REDACTED] or, in his/her absence, [REDACTED]. All questions, problems, concerns, or other needs of the Conference or the Church shall be addressed to the above persons (or, in the case of questions about food service, to the Site Director or kitchen staff). Either the Conference or the Church may designate a different Site Director or contact person by giving notice thereof to the other.
9. Verifying Suitability. The Church is responsible for examining PPC and determining its suitability for the Camp before check-in. The Church is advised to inspect PPC with the Site Director before check-in and shall then notify the Conference of any concerns or questions about the condition of PPC. The Church should contact the Site Director at least forty-five (45) days before check-in to arrange such inspection.

10. Release. The Church is responsible for supervising, and agrees it is responsible for, all persons, activities, actions, or things (other than Conference personnel or property) that are at PPC because of the Camp. By using the Camp, the Church releases and agrees to indemnify, hold harmless, and defend the Conference and its agents, directors, employees, officers, and representatives from and against any and all causes of action, claims, costs and expenses (including, without limitation, reasonable attorney’s fees), demands, judgments, liabilities, losses, and obligations for or related to (i) any bodily injury (including, without limitation, emotional or mental harm) or property damage arising from or related to the Camp, excepting only any such injury or damage directly resulting from, and only to the extent directly caused by, any action or failure to act of the Conference related to the Conference’s performance of its obligations under Section 4 above, (ii) any breach by the Church of any of its commitments, obligations, representations, or warranties under this Agreement, and (iii) any damage or loss occurring to the personal property of the Church, all persons participating in the Camp, and all Church staff associated with the Camp, and the Church waives any right to recover any damages or other amounts therefore.

11. Insurance. The Church affirms that it has and shall maintain insurance for property damage and liability arising from or in connection with the Camp and all claims that may arise or be asserted in connection with, or because of actions or failures to act that may occur at, the Camp, which insurance shall include, at minimum, coverage for (i) any property damage to the Premises and/or personal property of the Church, persons participating in the Camp, and all Church staff associated with the Camp, (ii) workers’ compensation for all Church staff associated with the Camp who by law must be covered by workers compensation insurance, and (iii) liability insurance (including medical payments coverage of at least \$5,000) of at least \$ 1 million per occurrence against claims based upon legal liability occurring on or around PPC or in connection with or related to the Camp. Said coverage shall include, whether by endorsement to a general liability policy or through a separate insurance policy, coverage for sexual misconduct. Said insurance policy or policies shall name the Conference as an additional insured and require at least ten (10) days notice be given to the Conference prior to cancellation or end of term without renewal. The Church shall provide the Conference with this Use Agreement and, no later than forty-five days before check-in, a certificate for the insurance required by this paragraph. This certificate shall, without limitation, certify the Conference is an additional insured under said policy, reference the PPC site and address, and confirm the Conference will receive at least ten (10) days written notice of cancellation or nonrenewal.

12. Release For Insured Claims. Notwithstanding anything apparently to the contrary in this document, the Conference and the Church hereby release one another and their respective officers, directors, agents, and employees from any and all liability (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to real or personal property covered by a policy of insurance required by this Section, even if such loss or damage shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible. Policies covering real and personal property of the Conference and the Church, respectively, shall provide that each may waive rights of recovery against another party in writing prior to loss.

13. Overall Agreement. This Use Agreement, the Policies & Procedures, and the Reservation Form and Procedures together constitute the Agreement regarding the Camp made by the Minnesota Conference of the United Church of Christ (“Conference”), and [Church Name] located at [Address] Minnesota [zip code] (“Church”) effective on the date of the Conference’s signature shown below.

Church: [Church Name]

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Officer and Authorized Representative

Conference: Minnesota Conference of the United Church of  
Christ, a Minnesota nonprofit corporation

Dated: \_\_\_\_\_ By: \_\_\_\_\_,  
Officer and Authorized Representative