



H. E. BUTT FOUNDATION

**OUTDOOR
SCHOOL**

SCHOOL INFORMATION

Please confirm information is correct, complete, and return.

GROUP LEADER INFORMATION

ARRIVAL AND DEPARTURE DATES:

GROUP LEADER NAME:		EMAIL ADDRESS:	
WORK PHONE:	MOBILE PHONE:	HOME PHONE:	
CAMPSITE:			
NUMBER OF CAMPERS:	NUMBER OF STAFF:	TOTAL NUMBER:	
PERCENTAGE OF CAMPERS WHO QUALIFY FOR FREE OR REDUCED LUNCH			

SCHOOL INFORMATION

LEGAL NAME OF SCHOOL:		PHONE:	
ADDRESS:			
CITY:	STATE:	ZIP:	
ADMINISTRATOR NAME:		PHONE:	
EMAIL ADDRESS:			
NAME OF EMERGENCY CONTACT (<i>not attending camp</i>):			
WORK PHONE:	MOBILE PHONE:	HOME PHONE:	
EMAIL ADDRESS:			

STAFF CERTIFICATION REGISTER

MEDICAL STAFF NAME:	COPY OF LICENSE:
MEDICAL STAFF NAME:	COPY OF LICENSE:
LIFEGUARD STAFF NAME:	COPY OF CERTIFICATION:
LIFEGUARD STAFF NAME:	COPY OF CERTIFICATION:



H. E. BUTT FOUNDATION

**OUTDOOR
SCHOOL**

CAMPSITE: _____

Retreat Date: _____

SCHOOL INFORMATION (CONTINUED)

Please return your completed reservation packet, including insurance and medical/lifeguard certificates to camp registrar two weeks prior to your retreat date.

In order for us to honor our mission and be good stewards on behalf of our contributors, it is helpful for us to track the number of guests served by the H. E. Butt Foundation Camp program, including the percentage of attending campers who would not otherwise be able to afford such an experience.

CAMPERS: _____

STAFF: _____

NUMBER OF FIRST-TIME CAMPERS: _____

TOTAL: _____

ELEMENTARY (0-11 YEARS)	MALE:	FEMALE:
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SECONDARY (12-18 YEARS)	MALE:	FEMALE:
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COLLEGE (19-24 YEARS)	MALE:	FEMALE:
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ADULTS (25-55 YEARS): _____

SENIORS (55+ YEARS): _____

NUMBER OF INDIVIDUAL FAMILIES: _____

NOTE: Please remember to submit the Certificate of Insurance for your group's Commercial General Liability Insurance policy, which must specifically name H. E. Butt Foundation Camp as an Additional Insured with minimum coverage of \$1 million per occurrence.



FOUNDATION CAMP AND OUTDOOR SCHOOL WAIVER, FULL RELEASE & INDEMNITY/RESPONSIBILITY AGREEMENT

Please read, initial and sign in the appropriate places.

ACTING BY AND THROUGH THE PERSON WHO SIGNS BELOW ("UNDERSIGNED"), WHO HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF BEHALF OF THE FOUNDATION CAMP GROUP INDICATED BELOW ("PERMITEE"), THE PERMITEE VOLUNTARILY AND KNOWINGLY ENTERS INTO THIS AGREEMENT IN CONSIDERATION FOR PERMITEE'S ATTENDEES AND/OR GUESTS (EACH ONE A "GUEST," AND COLLECTIVELY "GUESTS") BEING ALLOWED TO ENTER UPON PROPERTY (THE "PROPERTY") OWNED BY THE H. E. BUTT FOUNDATION, LAITY RENEWAL FOUNDATION, AND/OR LAITY LODGE FOUNDATION (COLLECTIVELY, THE "FOUNDATIONS") AND/OR TO PARTICIPATE IN VARIOUS ACTIVITIES AND SERVICES PROVIDED BY THE FOUNDATIONS (THE "FOUNDATION ACTIVITIES").

PERMITEE **WAIVES** ANY RIGHT TO SUE OR CLAIM AGAINST FOUNDATIONS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS, PREDECESSORS, HEIRS, SUCCESSORS, AND ASSIGNS (WHICH TOGETHER WITH FOUNDATIONS THEMSELVES CONSTITUTE THE "FOUNDATION PARTIES") FOR ANY ACT OR OMISSION BY THEM WHICH CAUSES PERMITEE OR ANY GUEST ANY LEGALLY RECOGNIZED CLAIM OF HARM OR DAMAGE, INCLUDING TRANSMISSION OF COMMUNCIABLE DISEASE, OTHER ILLNESS, BODILY INJURY, OR DEATH. PERMITEE EXPRESSLY GIVES UP ANY RIGHT TO SUE OR CLAIM AGAINST FOUNDATION PARTIES FOR NEGLIGENCE OR GROSS NEGLIGENCE.

PERMITEE **RELEASES** ANY CLAIM IT MAY HAVE FOR ANY RECOVERY FROM FOUNDATION PARTIES FOR ANY ACT OR OMISSION BY THEM WHICH CAUSES PERMITEE OR ANY GUEST ANY LEGALLY RECOGNIZED HARM OR DAMAGE, INCLUDING TRANSMISSION OF COMMUNCIABLE DISEASE, OTHER ILLNESS, BODILY INJURY, OR DEATH. PERMITEE EXPRESSLY GIVES UP ANY RIGHT TO RECOVER AGAINST FOUNDATION PARTIES FOR NEGLIGENCE OR GROSS NEGLIGENCE.

PERMITEE **EXPRESSLY AGREES EITHER 1) TO INDEMNIFY AND HOLD HARMLESS FOUNDATION PARTIES FROM AND AGAINST, OR 2) IF IT IS PREVENTED BY APPLICABLE LAW FROM ENTERING INTO AN INDEMNITY/HOLD HARMLESS AGREEMENT, THEN TO BE RESPONSIBLE FOR**, ALL CLAIMS, DAMAGES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES, ARISING FROM PERMITEE AND ITS GUESTS' ENTRY UPON THE PROPERTY AND/OR PARTICIPATION IN FOUNDATION ACTIVITIES. PERMITEE UNDERSTANDS THAT ITS DUTY UNDER THIS PARAGRAPH INCLUDES CLAIMS, DAMAGES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, ARISING FROM THE ACTS AND OMISSIONS OF NEGLIGENCE AND/OR GROSS NEGLIGENCE COMMITTED BY FOUNDATION PARTIES.

ALTHOUGH FOUNDATIONS ARE NOT OBLIGATED TO PROVIDE MEDICAL CARE TO GUESTS, PERMITEE **AUTHORIZES** FOUNDATION PARTIES TO CONSENT TO MEDICAL, DENTAL AND SURGICAL TREATMENT DURING AN EMERGENCY INVOLVING AN IMMEDIATE DANGER TO THE HEALTH AND SAFETY OF ANY GUEST. FOUNDATION PARTIES WILL BEAR NO LIABILITY FOR THE OUTCOME OF SUCH TREATMENT.

Initial

Date



PERMITEE **ACKNOWLEDGES AND AGREES** THAT:

- THE PROPERTY AND FOUNDATION ACTIVITIES PRESENT RISKS TO THE PERSON AND PROPERTY OF GUESTS, INCLUDING TRANSMISSION OF COMMUNCIABLE DISEASE, OTHER ILLNESS, BODILY INJURY, OR DEATH. GUESTS ASSUME ALL SUCH RISK AND HAVE EXECUTED A SEPARATE WAIVER AND RELEASE FOR ALL CLAIMS WHICH COULD ARISE FROM THE REALIZATION OF SUCH RISKS. WAIVERS MUST BE COMPLETED, SIGNED AND SUBMITTED UPON ARRIVAL AT THE PROPERTY.
- FOUNDATIONS DO NOT SUPPLY MEDICAL CARE OR FIRST AID PROVIDERS; INSTEAD, PERMITEE MUST SUPPLY A FIRST AID PROVIDER WHO WILL BE ON SITE AT THE PROPERTY FOR THE DURATION OF THE PERMITEE'S USE OF THE PROPERTY. SUCH FIRST AID PROVIDER SHALL HAVE AT A MINIMUM AN AMERICAN RED CROSS COMMUNITY FIRST AID CERTIFICATE OR EQUIVALENT (COMMUNITY FIRST AID, CPR, AED) AND MUST REMAIN WITH GUESTS AT ALL TIMES. PERMITEE MUST PROVIDE COPIES OF CURRENT LICENSES OR CERTIFICATES OF ITS FIRST AID PROVIDER/S TO FOUNDATIONS AT LEAST TWO WEEKS BEFORE ARRIVAL.
- FOUNDATIONS DO NOT PROVIDE LIFEGUARDS; INSTEAD, PERMITEE MUST PROVIDE A MINIMUM OF 2 LIFEGUARDS FOR EVERY 35 SWIMMERS OR WATERCRAFT USERS TO ATTEND AND SUPERVISE ALL SWIMMING OR WATERCRFT ACTIVITIES. ANY SUCH LIFEGUARD MUST HOLD A CURRENT AMERICAN RED CROSS LIFEGUARD CERTIFICATION OR ITS EQUIVALENT. PERMITEE MUST PROVIDE COPIES OF CURRENT CERTIFICATES OF ITS LIFEGUARDS TO FOUNDATIONS AT LEAST TWO WEEKS BEFORE ARRIVAL.
- FOUNDATIONS ARE NOT RESPONSIBLE FOR CONDUCTING BACKGROUND CHECKS FOR ALL OF PERMITEE'S ADULT VOLUNTEERS BUT ENCOURAGES PERMITEE TO HAVE THEM COMPLETE ABUSE AWARENESS TRAINING. THIS TRAINING ONLY TAKES A FEW MINUTES AND PROVIDES VALUABLE INSIGHT IN MAINTAINING THE HIGHEST STANDARDS FOR STUDENT SAFETY.
- PERMITEE UNDERSTANDS AND WILL COMPLY WITH THE FOUNDATIONS' CAMPING GUIDELINES.
- PERMITEE UNDERSTANDS WHETHER THE TEXAS DEPARTMENT OF HEALTH'S YOUTH CAMP REQUIREMENTS APPLY TO IT AND, IF SO, AGREE TO COMPLY WITH SUCH REQUIREMENTS.
- PERMITEE MUST PROVIDE PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE COVERAGE, IN THE AMOUNT OF \$1 MILLION, TO FOUNDATIONS PRIOR TO ARRIVAL.
- PERMITEE AFFIRMS THAT FOUNDATION PARTIES HAVE NOT MADE ANY REPRESENTATIONS, WARRANTIES OR PROMISES WITH RESPECT TO PERMITEE OR GUESTS' LEGAL RIGHTS, REMEDIES OR RESPONSIBILITIES. PERMITEE HAS THE OPPORTUNITY TO SEEK LEGAL ADVICE FROM A PROFESSIONAL OF ITS CHOICE REGARDING THE AGREEMENT. PERMITEE ACKNOWLEDGES THE SUFFICIENCY OF THE CONSIDERATION STATED IN THIS AGREEMENT AND WARRANTS THAT IT HAS LEGAL AUTHORITY TO BIND ITSELF, ACTING BY AND THROUGH THE UNDERSIGNED REPRESENTATIVE. BY ENTERING INTO THIS AGREEMENT PERMITEE DECLARES A KNOWING AND VOLUNTARY INTENTION TO BE BOUND BY THE AGREEMENT, ON BEHALF OF ITSELF, ITS ASSIGNS AND LEGAL REPRESENTATIVES.
- PERMITEE AGREES THAT THIS AGREEMENT WILL BE GOVERNED EXCLUSIVELY BY THE LAWS OF TEXAS AND WAIVES ANY JURISDICTION AND VENUE OTHER THAN A TEXAS STATE DISTRICT COURT IN KERR COUNTY.
- PERMITEE AGREES THAT IF ANY PART OF THE WHOLE OF THIS AGREEMENT IS CONSTRUED AS UNENFORCEABLE, THE REMAINING PROVISIONS SHALL SURVIVE.

School District Representative Signature

Date

School District Representative Printed Name

Title