



USER AGREEMENT

1. CAMPSITE includes, grounds, buildings, facilities, and structures located at the H Diamond W Youth camp. USER includes persons or group representative authorized to enter into the following agreement with H Diamond W.
2. USER leases CAMPSITE in as is condition.
3. H Diamond W is not responsible for supplying CAMPSITE with water, but will make reasonable effort to provide spring fed water. It is the USER(s) responsibility to provide potable water for drinking purposes. Water provided is from a spring, H Diamond W has no control over quality or quantity of water, USER assumes all risk.
4. H Diamond W is not responsible for damage caused by power or equipment failure.
5. USER is solely responsible for the care and protection of CAMPSITE and any equipment located at CAMPSITE and is responsible for ensuring that all of USER(s) group abide by the rules, regulations, and policies that H Diamond W may require.
6. USER is solely responsible for and liable for any damage to CAMPSITE above and beyond reasonable wear and tear. Additionally, USER is solely responsible and liable for any fire damage to the State Lands, BLM, or private lands surrounding CAMPSITE that result from USER(s) use of CAMPSITE.
7. USER must note in writing, at the time of check-in or pre-inspection of CAMPSITE, any damage to CAMPSITE so that USER will not be held responsible for that damage. Notice must be given to the Caretaker or the Extension Office immediately following the inspection.
8. If CAMPSITE is not returned in satisfactory condition, as determined exclusively by H Diamond W designee, the amount required to restore CAMPSITE to original condition will be charged to USER.
9. USER will be charged additional fees for repairs and cleanup charges and any other use that is not covered by the rental fees. If USER has any concerns about additional fees not covered by the rental fee, USER should contact H Diamond W board members. H Diamond W will send out a statement, after USER departs from CAMPSITE, outlining any additional charges or fees that were not paid in advance or covered by the deposit.
10. If H Diamond W determines there is excessive litter and trash at CAMPSITE, an additional cleanup fee may be charged. USER is responsible for the removal of all trash from CAMPSITE.

11. A deposit in the amount of \$500 will be paid by USER at the time of application. To be refunded based upon campsite condition on inspection at conclusion of camp use.
12. H Diamond W can revoke privileges of USER at any time when it is in the best interest of H Diamond W to do so and this Agreement will be immediately terminated. USER will be required to immediately vacate the premises. Privileges will not be revoked unreasonably.
13. No repairs, alterations, additions, or improvements will be made or work commenced without H Diamond W prior approval.
14. If USER violates any terms or conditions of this agreement, such violation will cause a forfeiture of all monies, including deposit, paid to H Diamond W in advance, and will further serve as a cancellation of this Agreement.
15. If USER leaves any property at CAMPSITE after termination of this Agreement, H Diamond W will make a reasonable effort to return such property to USER. If after 30 days, the property remains at Campsite, H Diamond W will treat such property as abandoned property, and may charge USER all costs and expenses incurred in the removal of such property.
16. All minors must be supervised by an adult. Non-compliance with this rule could result in forfeiture of rental rights.
17. The waiver by H Diamond W of any violation of any term contained herein shall not be regarded as a waiver of any term for any prior or future violation of the same. The acceptance of a fee payment by H Diamond W will not be regarded as a waiver of any occurring violation by USER, regardless of knowledge by H Diamond W of prior existing violations at the time of acceptance of application, deposit and/or fee payment.
18. USER shall provide, at its own expense, all necessary licenses, permits and insurance for the proper conduct of its events and activities.
19. USER may choose to purchase event/activity insurance, which is neither, required by or offered through, H Diamond W.
20. WILDLIFE can be dangerous. It is USER's responsibility to be aware of possible dangers and to provide suitable education for all members of USER's group.
21. NO open camp fires are allowed, with the exception of campfires for group activities, which may be built in designated areas. Be sure to thoroughly extinguish all fires. All State and Local fire regulations must be followed, including fire bans. No fireworks are allowed.
21. USER shall indemnify, defend, and hold harmless H Diamond W and its public employees and members as defined in Wyoming statutes from any and all claims for loss

or damage to property or injury or death to persons, arising from the negligent or wrongful acts or omissions of USER, its employees, agents, representatives, or volunteers inclusive of costs, expenses, and attorney's fees.

- 22. The parties hereto agree that (i) the laws of Wyoming shall govern this Agreement, (ii) any questions arising hereunder shall be construed according to such laws, and (iii) this Agreement is enforceable in a Wyoming court of competent jurisdiction.
- 23. H Diamond W does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.
- 24. USER shall comply with all applicable local, state and federal regulations.
- 25. Dates of usage and rental fees are as stated on FEES attachment hereto and are incorporated within this document.
- 26. Sales and lodging taxes will be applied in addition to rental fees.

I agree to the terms and conditions, as described in the above 'User Agreement'

USER

DATE

For More Information:

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