

Board Office Use: Legislative File Info.	
File ID Number	19-0582
Introduction Date	4/10/19
Enactment Number	19-0532
Enactment Date	4/10/19 If



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Sr. Deputy Chief, Continuous School Improvement

Board Meeting Date April 10, 2019

Subject Agreement
Contractor: YMCA of the East Bay
Services For: Camp Arroyo Facilities Use and Programs

Action Requested and Recommendation Approval by the Board of Education of Professional Services Contract between the District and YMCA of the East Bay, Oakland CA, for the latter to provide use of the Camp Arroyo facilities and educational program services for OUSD schools to participate in YMCA Camp Arroyo Programs on or after March 2019 during the school years 2019-2020 through 2021-2022, for the activities and purposes as detailed in the Agreement for the period of March 12, 2019 through June 30, 2022.

Background
(Why do we need these services? Why have you selected this vendor?)

Camp Arroyo is a state-of-the-art green-built facility featuring some of the latest developments in environmentally friendly design and features. Located in the hills overlooking the Livermore Valley, The YMCA at Camp Arroyo is a great location for Outdoor Environmental Education overnight field trips for local school children with the YMCA East Bay Outdoor School.

Competitively Bid Was this contract competitively bid? No
If no, exception: Facility Agreement for OUSD

Fiscal Impact Funding resource(s):

Attachments

- Agreement

YMCA of the East Bay, Camp Arroyo location Use Agreement Standard Terms ("Agreement")

This use of facilities and educational program services Agreement is between the YMCA of the East Bay, a California non-profit corporation (hereinafter referred to as "YMCA") and the Oakland Unified School District, its Trustee, Governing Board, officers, directors, agents and employees, a governmental entity and a political subdivision of the State of California (hereinafter referred to as "User"). This Agreement shall apply to all Oakland Unified School District schools which elect to participate in YMCA Camp Arroyo Programs on or after March 2019 during the school years 2019-2020 through 2021-2022. The Agreement provides for use of Camp Arroyo (hereinafter referred to as "Facility") for the activities and purposes as detailed below*. Dates of use and financial considerations are addressed in the attached Facility Contract (a separate document), and both documents must be completed for this Agreement to be finalized.

*Including but not limited to all services provided by YMCA.

IN FURTHER CONSIDERATION OF RECEIVING PERMISSION TO ENTER YMCA CAMP ARROYO FOR ANY PURPOSE CONSISTENT WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, EVALUATION OR USE OF FACILITIES OR EQUIPMENT, THE PARTIES MUTUALLY AGREE TO THE FOLLOWING:

1. User agrees to indemnify, hold harmless, defend, and protect Young Men's Christian Association of the East Bay, YMCA of the East Bay, Young Men's Christian Association of the Central Bay Area, The Taylor Family Foundation, East Bay Regional Parks District, and each of their employees, directors, officers, and agents of the Association (hereinafter "Releasees") (each officer, director, agent, and employee of which is an indemnitee) from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses, including attorneys' fees and costs of investigation, penalties, judgments or obligations whatsoever for, or in connection with, injury (including death) or damage to any person or property to whomsoever belonging or pecuniary or monetary loss resulting from, arising out of, or in any way related to User's acts or omissions under this Agreement and/or strict liability of the User.

If both the User and Releasees are negligent, strictly liable, or otherwise at fault that is not subject to defense or immunity, the obligations of indemnification under this Agreement will be apportioned according to the respective fault of each Party.

It is expressly understood that any express or implied agreement by the User to indemnify, hold harmless, or defend the Releasees is subject to the official policies and procedures adopted by the Board of Education of the User ("Board"). Further, it is expressly understood between the parties that nothing herein is intended to bar any defense or immunity made available to the User by statute or otherwise and that any right to indemnification of the Releasees by the User requires a showing of direct and/or strict liability to a third party by the User.

2. **YMCA agrees to indemnify, hold harmless, defend, and protect the User (each state Trustee, Board, officer, director, agent or employee of which is an indemnitee) from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses, including attorneys' fees and costs of investigation, penalties, judgments or obligations_ whatsoever for, or in connection with, injury (including death) or damage to any person or property to whomsoever belonging or pecuniary or monetary loss resulting from, arising out of, or in any way related to the YMCA's acts or omissions under this Agreement and/or strict liability of the YMCA.**

If both the User and YMCA are negligent, strictly liable, or otherwise at fault that is not subject to defense or immunity, the obligations of indemnification under this Agreement will be apportioned according to the respective fault of each Party

It is expressly understood that any express or implied agreement by the YMCA to indemnify, hold harmless, or defend the User is subject to the official policies and procedures adopted by the YMCA. Further, it is expressly understood between the parties that nothing herein is intended to bar any defense or immunity made available to the YMCA by statute or otherwise, and that any right to indemnification of the User by the YMCA requires a showing of direct and/or strict liability to a third party by the YMCA.

3. **User and YMCA agree to purchase and/or maintain through the duration of this Agreement insurance or liability coverage (such as liability coverage provided by a Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations set forth above. Such insurance or liability coverage shall have a limit of liability of no less than \$5 million per occurrence and in the aggregate. The insurance or coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this Agreement, commercial general liability, premises liability, automobile liability (owned, non-owned, and hired), corporal punishment, sexual misconduct harassment, professional liability/errors and omissions, employer's liability, product liability and completed operation(s), and educator's legal liability coverages, if applicable, To the full extent of the Parties' respective indemnity obligations, but only up to the agreed limit of liability set forth above, the Parties' insurance or liability coverage agreements shall also be endorsed to extend "additional insured" status, or "additional covered party" status if applicable, to all proposed indemnitees, with such coverage to be provided on a "primary" basis. User and YMCA will annually update and exchange certificates and all endorsements of the above insurance with respective policies to be endorsed to state THIRTY (30) days prior written notice of cancellation to be given to other party.**

With respect to the workers' compensation insurance policy purchased by User, User shall execute a waiver of subrogation in favor of the YMCA.

4. Each Party also represents that for the period of this Agreement they will also Purchase and maintain real or personal property insurance or coverage, as well as any insurance or liability coverage required by law or regulation, including workers' compensation coverage. With respect to such coverages, and upon request, each Party shall provide evidence of such coverage by way of a Certificate of Insurance or Certificate of Coverage.
5. The Parties' indemnity and coverage obligations shall survive the termination of this Agreement with respect to any claim arising from the Parties' actual or alleged performance or non-performance of or their respective rights, privileges, or obligations existing under this agreement.
6. In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses, and potential liability exposures.

In the event that any portion of this Agreement results in a violation of any law of the State of California, the parties agree that such portion shall be severable, and that the remaining provisions of this Agreement shall continue in full force and effect.

IT IS FURTHER MUTUALLY AGREED between the parties that:

- (a) **USE:** User is granted the permit to use Camp Arroyo on the dates set forth in the Facility Contract.
- (b) **ASSIGNMENT:** User shall not assign or sublet this Agreement or any portion thereof without the prior written consent of the YMCA.
- (c) **FOOD SERVICE:** YMCA shall provide meals as set forth in the Facility Contract. User shall inform YMCA of the number of individuals for food service not less than two weeks prior to the beginning of camp. YMCA shall provide all meals, unless the site is being leased on a "Facility Use Only" basis. No individual shall be permitted to use the kitchen or to prepare food at any time.
- (d) **CONDITIONS:** As a condition to holding this camp and receiving this use permit, User shall comply with each of the following conditions:
 - i. User shall not violate any city, county, or state law in or about the said Facility and shall comply with all camp rules and regulations now in force or subsequently adopted.
 - ii. Camp Arroyo has a maximum sleeping capacity of 144. Sleeping outdoors or in tents is not permitted.
 - iii. User agrees to complete and return the following forms and any additional forms that may be subsequently requested by the YMCA: Group Needs Assessment Form; Guest Cabin Housing Form; Menu Planning Form; Orientation Guidelines Form; Youth Group Policies (for youth groups only); Table Groups (OEE only);

Adventure Groups (OEE Only); Health History Forms (OEE Only); YMCA Release Forms (OEE Only).

- iv. The camp sessions shall be conducted under the overall personal supervision of User's Camp Director who will coordinate, control and supervise all camp activities. User's Camp Director may designate a substitute camp director as long as said substitute meets established qualification guidelines (e.g. CPR, First Aid certified etc.) and is covered by the insurance provided. User's Camp Director is responsible for immediately communicating in writing any unsafe conditions or problems to the YMCA at Camp Arroyo Director.
 - v. It is recommended to the User's designated Camp Director that appropriate screening policies are in place for staff that he or she may supervise, who have direct access to youth and/or campers.
 - vi. Any additions to the site made by the User shall only be temporary in nature; and approved by the YMCA at Camp Arroyo in writing prior to installation; and comply with the list of approved temporary additions /changes attached to this Agreement and marked Exhibit A, when applicable to User's camp. User is responsible for the removal and, if necessary, the disposal, of all materials used in the temporary addition.
 - vii. No signs or barriers shall be placed or used in the Camp without the prior written authorization of the YMCA. Nothing shall be nailed or tacked to trees or other vegetation or structures.
- (f) **UTILITIES:** The YMCA of the East Bay shall provide water, electricity, and garbage disposal on a "normal use" basis without charge to the User.
- (g) **JANITORIAL:** The YMCA shall provide janitorial service prior to User's arrival and after User's departure. User agrees be responsible for the cleaning of the cabins during its stay. User agrees to pay for all damage to any portion of the Facility incurred during User's stay.
- (h) **HEALTH & SAFETY:** User shall be solely responsible for all first aid and medical supervision or treatment.
- i. User agrees to furnish qualified staff for health care needs and supervision, including, but not limited to, CPR/First Aid and AED certification.
 - ii. User shall bring and have available at all times a current list of participants that includes: names, and addresses, emergency contact information, allergies and health conditions and in addition for each minor under the age of 18, a signed form granting permission to User for emergency medical treatment or a signed waiver exempting them from emergency treatment due to religious or personal beliefs.
 - iii. User is responsible for all emergency and non-emergency transportation.
 - iv. The YMCA prohibits hunting, fireworks, firearms, ammunitions or explosives at the Facility. The use of gasoline, flammables, poisonous substances and hand and power tools are also prohibited.
 - v. Smoking and open fires are not permitted. User is required to inform all participants of this policy and to explain the hazards of open flame in Camp. Open fires are not permitted. BBQ units are permitted only with prior authorization and only under the supervision of YMCA staff.
 - vi. Use of vehicles at the Facility is restricted to roads and parking areas. The speed limit on all Facility roads is 10 mph. Speed limit is strictly enforced.

- vii. Alcohol use, distribution or consumption is prohibited unless express written permission is granted to the group in advance by YMCA and appropriate insurance is secured by group. All YMCA Rules for the serving of alcohol must be strictly followed and any violations will result in the immediate termination of permission to use/serve alcohol.
- viii. The YMCA prohibits use or possession of recreational drugs, including marijuana, on camp property at all times. Individuals using and/or under the influence of drugs will be removed from camp property immediately.
- (i) **POOL AREA USE:** No one shall enter the pool area unless a YMCA lifeguard, or one approved by YMCA is present. The pool will be available for use the last weekend of April through October 31, weather and staffing permitting.
- (j) **CLIMBING WALL/CHALLENGE COURSE:** No one shall enter the climbing wall or challenge course areas unless a YMCA staff person, or one approved by YMCA, is present. The climbing wall and/or challenge course will be available for use weather permitting provided it was indicated on the Facility Contract. All participants must be at least 10 years of age, and free of medical or physical conditions which might create undue risk to himself/herself or to others.
- (k) **USER PERSONNEL:** YMCA reserves the right to require User to remove from the Facility any persons, who in the sole discretion of the YMCA, are creating a disturbance or who are otherwise disrupting activities at the YMCA at Camp Arroyo. User agrees to permit only authorized persons to enter Camp Arroyo and shall take all reasonable steps to report/remove unauthorized persons from the Facility. User shall provide at least one adult chaperone/counselor, age 18 or older, for every 11 campers under age 18.
- (l) **DAMAGES, OTHER FEES, COSTS AND EXPENSES.**
 - i. Subject to any limitations provided in the Indemnification and Insurance provisions above (paragraphs 1 through 6), User agrees to pay YMCA for all damage to any portion of the Facility and/or equipment incurred during User's use of YMCA Camp Arroyo, that arises from or is caused by an error, omission or negligent act of the User, its officer, agents or employees. The determination of that amount shall be in the YMCA's sole discretion, but at all times will be reasonable, and will include, but is not limited to, YMCA's costs for contractors, maintenance personnel, and camp operations staff as well as any costs for materials, garbage removal, or equipment rental.
 - ii. The Guaranteed Minimum Fee is based on the number of persons guaranteed by the User. The fee is based on the guaranteed number whether or not the number of actual participants is fewer. The fee also applies if the User terminates this Agreement without 90 days prior written notice or does not attend Camp.
- (m) **MISCELLANEOUS:** User warrants that the person signing this Agreement has the authority to execute this Agreement on its behalf.
 - i. This Agreement may be altered or amended only by written agreement of both parties.
 - ii. User agrees that the total number of its group will not exceed the building maximum at any time.
- (n) **ATTORNEYS' FEES:** If legal action shall be brought by either of the parties in connection with this Agreement, the party prevailing in said action shall be entitled to recover from the party not prevailing its costs of suit and reasonable attorneys' fees, which shall be fixed by the court.

- (o) **SPECIAL RIGHT OF TERMINATION FOR BREACH:** In the event, after warning by authorized YMCA, The Taylor Family Foundation, or the East Bay Regional Parks District personnel or their agents, User continues to fail to perform any requirement of this Agreement, YMCA shall have the right to terminate this Permit by notice to any officer of User, User's Camp Director or substitute or other User personnel in charge, whereupon User shall immediately terminate its use of the Facility and cause all participants to promptly remove any equipment or other personal property owned by User's participants.
- (p) **CANCELLATION:**
 - i. The YMCA must receive written notice of cancellation from the User 90 days prior to arrival day or the User shall forfeit the deposit for the use of Camp Arroyo. The User will forfeit 50% of the remaining balance of the total camp fee due if the YMCA receives notice of cancellation by the User in less than 60 days before arrival date. The User will forfeit the total amount of their fees and deposit if the YMCA receives notice of cancellation by the user in less than 30 days prior to arrival day.
 - ii. If the YMCA closes Camp Arroyo or is unable to make the Facility available to User for any reason, the YMCA will promptly give notice to User, and the YMCA will process a full refund of all fees and deposits which shall be the sole obligation of YMCA to User. This Agreement may be terminated at any time by YMCA by giving User thirty (30) days' prior written notice.

USER AND YMCA HAVE READ, UNDERSTAND, AGREE TO BE BOUND BY, AND VOLUNTARILY SIGN THIS USE OF PREMISES AND SERVICES AGREEMENT, and further agree that no oral representations, statements, or inducement inconsistent with the foregoing written agreement have been made.

USER:

Sandra Aguilera
 Signature
Sandra Aguilera
 Name (printed)
Deputy Chief, Student Services
 Title
3/12/19
 Date

YMCA of the East Bay

Micki Cronin
 Signature
Micki Cronin
 Name (printed)
Director of Operations
 Title
3/12/2019
 Date

OAKLAND UNIFIED SCHOOL DISTRICT
 Office of the General Counsel
 APPROVED FOR FORM & SUBSTANCE
 By: Marion McWilliams
 Marion McWilliams, General Counsel

Aimee Eng 4/11/19
 Aimee Eng
 President, Board of Education

Kyla Johnson Trammell 4/11/19
 Kyla Johnson Trammell
 Secretary, Board of Education

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at <https://www.sam.gov/>

YMCA East Bay at Camp Arroyo

Adult Health History Authorization & Release Form

Complete one form per person

Responsible Organization (School Name): _____

(Please Circle one) Chaperone Teacher Other Staff

NAME _____ M F Birth Date: _____ Age: _____
Last First

Address: _____ Apt. _____ City: _____ Zip: _____

E-mail address _____ Home Phone _____

Employer _____ Business phone _____ Cell Phone _____

EMERGENCY CONTACT: _____ Relationship: _____

Address: _____ Apt. _____ City: _____ Zip: _____ Home Phone: _____

Employer: _____ Business phone: _____ Pager/Cell Phone: _____

SECOND EMERGENCY CONTACT: _____ Relationship: _____

Address: _____ Apt. _____ City: _____ Zip: _____ Home Phone: _____

Employer: _____ Business phone: _____ Pager/Cell Phone: _____

INFORMATION REQUIRED BY STATE LAW

Is the participant covered by family medical/hospital insurance? Yes No

If so, please indicate carrier or plan name _____ Policy # _____

Family Physician _____ Phone # _____

Address _____ City _____ Zip _____

Family Dentist _____ Phone # _____

Address _____ City _____ Zip _____

General Health Questions (Explain "yes" answers below)

- | Has/does the participant: | | Yes | No | | | Yes | No |
|---|--------------------------|--------------------------|--------------------------|---|--------------------------|--------------------------|--------------------------|
| 1. Had any recent injury, illness or infectious disease?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 7. Ever had chest pain during or after exercise?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Have a chronic or recurring illness/condition?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 8. Ever been diagnosed with a heart condition..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Have frequent headaches? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 9. Have frequent nose bleeds?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Ever passed out during or after exercise?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 10. Have diabetes?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Ever been dizzy during or after exercise?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 11. Have Asthma?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Ever had seizures?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 12. Allergies—food, medication, insects..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Please explain any "yes" answers, noting the number of the questions:

Tetanus immunization date: _____

RESTRICTIONS (The following restrictions apply to this individual)

Does not eat: Red Meat Pork Dairy Products Poultry Eggs Other
(describe) _____

Explain any restrictions to activity (e.g. what cannot be done, what adaptations or limitations are necessary):

MEDICATIONS BEING TAKEN

Please list ALL medications (including over-the-counter or nonprescription drugs) taken routinely. Bring enough of the medication to last the entire time at camp. It is also very important to keep the medication in the original packaging/bottle that identifies the prescribing physician (if a prescription drug), the name of the medication, the dosage, and the frequency of administration.

I take NO medications on a routine basis. OR I take the medications as follows:
(Include prescription and nonprescription drugs).

Med #1: _____ Dosage: _____ Specific times taken each day: _____

Reason for taking: _____

Med #2: _____ Dosage: _____ Specific times taken each day: _____

Reason for taking: _____

Med #3: _____ Dosage: _____ Specific times taken each day: _____

Reason for taking: _____

Med #4: _____ Dosage: _____ Specific times taken each day: _____

Reason for taking: _____

Precautions, special instructions, possible adverse effects, or comments:

AUTHORIZATION

This health history is correct, so far as I know, and the person herein has permission to engage in all prescribed program activities. I give permission to the physician selected by the above-named Responsible Organization or the YMCA of the East Bay to order X-Rays, routine tests, and treatment for my health, and in the event I am unable to give consent, I hereby give permission to the physician selected by the above-named Responsible Organization or the YMCA of the East Bay to hospitalize, secure proper treatment for, and to order injection and/or anesthesia and/or surgery for my child named above. Recognizing that the above-named Responsible Organization or the YMCA of the East Bay will do their best to ensure a safe experience, I understand that certain dangers or accidents may occur. I hereby release the above-named Responsible Organization and the YMCA of the East Bay, The Taylor Family Foundation, East Bay Regional Park District, their officers, directors, employees, agents and representatives, from all responsibility and liability of any nature, including claims from injury, illness, death, loss or damage, resulting from my participation in program activities. I voluntarily give the YMCA of the East Bay and its legal representatives and assigns, permission, without limitation or obligation, to use and publish quotes and photographs of me and my family members to promote YMCA programs. I understand that these quotes and photographs may be used in brochures, blilboards, advertisements, marketing collateral, and on the association's Website. I release the YMCA of the East Bay and its legal representatives and assigns from all claims and liability relating to these quotes and photographs. This form may be photocopied for use away from the main program site. I authorize the above-named Responsible Organization and its staff and the YMCA of the East Bay staff to administer First Aid or CPR on an as-needed basis.

Signature: _____ Date: _____

Name (printed): _____

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT
Camp Arroyo Climbing Wall/Ropes Course

Assumption of Risk I understand that participation in the Climbing Wall/Ropes Course ("Recreational Activity") and the use of YMCA of the East Bay ("YMCA"), Taylor Family Foundation ("TFF"), Pacific Leadership Institute ("PLI") and/or East Bay Regional Park District ("District") facilities and equipment carries inherent risks and dangers that cannot be eliminated regardless of the care taken to avoid injury. The risks include but are not limited to falling off the climbing wall or ropes course, rope abrasion, rope entanglement, injuries resulting from fallen climbers or dropped items, equipment failure of ropes, slings, bolts, chains, climbing hardware, anchor points, or failure of any part of the climbing wall structure or ropes course structure. These risks may result in injuries that include, but are not limited to cuts, eye injuries, blindness, broken bones, concussions, joint or back injuries, paralysis, and death, as well as damage or loss of personal property. I also understand that these risks and dangers might arise for a variety of reasons, including, but not limited to, actions, inaction or negligence of other parties, the YMCA, TFF, PLI or District. I further understand that there may be other risks and dangers that are not known to me or reasonably foreseeable at this time. By my signature below, I acknowledge that participation in the Recreational Activity is voluntary and that I knowingly assume any and all risks, known and unknown.

Waiver and Release of Liability In consideration of being permitted to participate in the Recreational Activity, I, for myself, my spouse, my child(ren), my heirs, personal representative, next of kin, and assigns, voluntarily agree to release, waive, discharge, and covenant not to sue the YMCA, TFF, PLI and District (collectively "Released Parties") and each of their officers, directors, agents, volunteers, and employees from any and all liabilities for any accident, illness, injury, death, wrongful death, or property damage/loss arising out of my participation in the Recreational Activity and/or use of the facilities and equipment (along with the use of transportation provided, arranged, or paid for by the Released Parties, including such transportation for medical treatment), whether occurring on or off the Released Parties' property, and whether such accident, illness, injury, death, or property damage/loss is caused by the negligence of the Released Parties (excepting gross negligence) or otherwise.

Indemnity Agreement In consideration of being permitted to participate in the Recreational Activity, I voluntarily agree to indemnify and hold harmless the Released Parties from any and all claims, demands, liabilities, causes of action, costs and expenses (including attorneys' fees) brought as a result of my participation in the Recreational Activity and/or use of the Released Parties' facilities and equipment (along with the use of transportation provided, arranged, or paid for by the Released Parties, including such transportation for medical treatment), whether caused by the negligence of the Released Parties (excepting gross negligence) or otherwise.

Severability I understand and acknowledge that this Agreement is intended to be as broad and inclusive as permitted by law. If any portion of this Agreement is deemed invalid, it is agreed that the remaining portion of the Agreement shall continue in full legal force and effect.

There is no specified minimum/maximum age for participants. Determination as to who can and cannot use the climbing wall and zipline will be made based on weight requirements of the harnesses and at the discretion of the staff and based on the requirement that the harness must fit participant securely.

Minor Participants If the Participant is under 18 years of age, the Participant's custodial parent or legal guardian must sign below, warranting that he or she is the Participant's custodial parent or legal guardian and agreeing to the terms and conditions of this Agreement on both his or her and the Participant's behalf. Parent or legal guardian acknowledges by their signature that they are giving up the same rights for the minor as they would be giving up if they signed this Agreement on their own behalf.

I have read this Agreement and understand that I am giving up substantial rights by signing this Agreement and do so voluntarily and intend my signature to be a complete release of any and all liability of the Released Parties to the greatest extent allowed by law. I also understand that this Agreement is legally binding on me and my child, spouse, heirs, personal representatives, assigns, and next of kin.

Participant's Name _____

Date of Birth _____

Participant's Signature _____

Date _____

Parent/Guardian Signature (if participant is a Minor) _____

Date _____

Parent/Guardian Name (if participant is a Minor) _____



Camp Arroyo is owned and maintained by East Bay Regional Park District and is managed in partnership with The Taylor Family Foundation and YMCA of the East Bay.



The YMCA at Camp Arroyo
 5535 Arroyo Road, Livermore, CA 94550
 (925) 371-8401 ph (925) 455-7977 fax
 email: camparroyo@ymcaeastbay.org

Facility Contract

Group Name: Burckhalter Elementary
Primary Contact: Aleta Williams
 aleta.sewell@ousd.org

Address: 3994 Burckhalter Ave., Oakland, CA 94605
Tel: (510) 729 - 7700

Arrival: March 13, 2019 at 12:00 pm
Departure: March 15, 2019 at 1:00 pm

Qty	Description	Unit Price	Total
Fees for a 3-Day Outdoor School Trip			
30	Students @ \$227.00 per person	\$227.00	\$6,810.00
5	Adults/Teachers @ \$185.00 per person (1:11 minimum ratio required) <i>Additional students/adults will be billed at the unit price.</i>	\$185.00	\$925.00
Total Trip Fee			\$7,735.00
Adjustments			
-1	Less Requested Regional Parks Foundation Scholarship	\$3,000.00	-\$3,000.00
Amount Due			
25% deposit due June 1, 2018			\$1,183.75
Remaining balance due (minus deposit) February 13, 2019			\$3,551.25

Cancellation Policy & Guaranteed Minimum Fee:

If Group reserving camp terminates this agreement with less than 90 days advance notice without using the facilities as agreed, Group reserving camp agrees to pay the entire remaining balance of the Guaranteed Minimum Fee as liquidated damages. Group reserving camp will be released from payment of the Guaranteed Minimum Fee, but **not the non-refundable deposit**, provided written notice of the termination is received by Camp Arroyo no later than 90 days before the scheduled arrival date.

Guaranteed Minimum Fee: \$4,096

Based on Minimum Guaranteed Participants: 28 kids/4 Adults

The Group reserving camp may not bring additional participants above the Maximum Participant Limit without approval from Camp Arroyo at least 4 weeks in advance of the scheduled trip.

Maximum Participant Limit: 33 kids/6 adults

Our Check Policy:

If your check or automatic draft is returned NSF, it may be re-presented electronically and you will be assessed a processing fee of \$25.00 or the maximum amount allowed by law. The check writer is also responsible for all other recovery costs, including attorney's fees and taxes.

Please acknowledge your acceptance of this Facility Contract by signing and dating this form below and sending it with your deposit and the signed Use Agreement Standard Terms by the due date indicated above to Camp Arroyo Business Office at the address indicated above. Reservation is only guaranteed upon receipt of all Agreements and deposit. Please make checks payable to YMCA Camp Arroyo.

X _____
Authorized Signature

Date: _____

Name (printed) _____

Title _____

Contract No. OEE2019022REV2

The YMCA at Camp Arroyo
5535 Arroyo Road, Livermore, CA 94550
(925) 371-8401 ph (925) 455-7977 fax
email:camparroyo@ymcaeastbay.org

Facility Contract/Invoice

Group Name: Parker Elementary **Address:** 7929 Ney Avenue, Oakland, CA 94605
Primary Contact: Nahseem Mehrizi **Tel:** (510) 684 - 1893
nehseemm@yahoo.com, sarah.mehrizi@ousd.org
Arrival: May 15, 2019 at 12:00 pm
Departure: May 17, 2019 at 1:00 pm

Qty	Description	Unit Price	Total
Fees for a 3-Day Outdoor School Trip			
35	6th grade Students @ \$227.00 per person	\$227.00	\$7,945.00
4	Adults/Teachers @ \$185.00 per person (1:11 minimum ratio required) <i>Additional students/adults will be billed at the unit price.</i>	\$185.00	\$740.00
Total Trip Fee			\$8,685.00
Adjustments			
-1	Less Requested Regional Parks Foundation Scholarship	\$3,000.00	-\$3,000.00
Amount Due			
Balance due April 4, 2019			\$5,685.00

Cancellation Policy & Guaranteed Minimum Fee:

If Group reserving camp terminates this agreement with less than 90 days advance notice without using the facilities as agreed, Group reserving camp agrees to pay the entire remaining balance of the Guaranteed Minimum Fee as liquidated damages. Group reserving camp will be released from payment of the Guaranteed Minimum Fee, but **not the non-refundable deposit**, provided written notice of the termination is received by Camp Arroyo no later than 90 days before the scheduled arrival date.

Guaranteed Minimum Fee: \$5,231

Based on Minimum Guaranteed Participants: 33 kids/4 Adults

The Group reserving camp may not bring additional participants above the Maximum Participant Limit without approval from Camp Arroyo at least 4 weeks in advance of the scheduled trip.

Maximum Participant Limit: 38 kids/5 adults

Our Check Policy:

If your check or automatic draft is returned NSF, it may be re-presented electronically and you will be assessed a processing fee of \$25.00 or the maximum amount allowed by law. The check writer is also responsible for all other recovery costs, including attorney's fees and taxes.

Please acknowledge your acceptance of this Facility Contract by signing and dating this form below and sending it with your deposit and the signed Use Agreement Standard Terms by the due date indicated above to Camp Arroyo Business Office at the address indicated above. Reservation is only guaranteed upon receipt of all Agreements and deposit. Please make checks payable to **YMCA Camp Arroyo.**

x Rocquel Colbert
Authorized Signature

Date: 3/20/19

Name (printed) Rocquel Colbert

Title Principal, Parker K-8

The YMCA at Camp Arroyo
 5535 Arroyo Road, Livermore, CA 94550
 (925) 371-8401 ph (925) 455-7977 fax
 email:camparroyo@ymcaeastbay.org

Facility Contract

Group Name: Sequoia Elementary
Primary Contact: Kevin Jeung
 kevin.jeung@ousd.org

Address: 3730 Lincoln Ave., Oakland, CA 94602
Tel: (510) 531 - 6696

Arrival: May 1, 2019 at 12:00 pm
Departure: May 3, 2019 at 1:00 pm

Qty	Description	Unit Price	Total
Fees for a 3-Day Outdoor School Trip			
58	Students @ \$227.00 per person	\$227.00	\$13,166.00
8	Adults/Teachers @ \$185.00 per person (1:11 minimum ratio required) <i>Additional students/adults will be billed at the unit price.</i>	\$185.00	\$1,480.00
Total Trip Fee			\$14,646.00
Adjustments			
-1	Less YMCA Scholarship	\$1,000.00	-\$1,000.00
Amount Due			
25% deposit due June 1, 2018			\$3,411.50
Remaining balance due (minus deposit) April 1, 2019			\$10,234.50

Cancellation Policy & Guaranteed Minimum Fee:

If Group reserving camp terminates this agreement with less than 90 days advance notice without using the facilities as agreed, Group reserving camp agrees to pay the entire remaining balance of the Guaranteed Minimum Fee as liquidated damages. Group reserving camp will be released from payment of the Guaranteed Minimum Fee, but **not the non-refundable deposit**, provided written notice of the termination is received by Camp Arroyo no later than 90 days before the scheduled arrival date.

Guaranteed Minimum Fee: \$13,780

Based on Minimum Guaranteed Participants: 55 kids/7 Adults

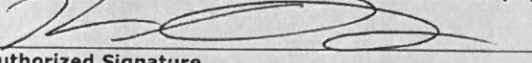
The Group reserving camp may not bring additional participants above the Maximum Participant Limit without approval from Camp Arroyo at least 4 weeks in advance of the scheduled trip.

Maximum Participant Limit: 63 kids/10 adults

Our Check Policy:

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X 

Date: 12/19/18

Authorized Signature

Title Teacher

Name (printed) Kevin Jeung