



GROUP USE AGREEMENT

THIS IS A LEGAL DOCUMENT. READ THOROUGHLY BEFORE SIGNING.

This agreement is entered into between _____ (LEADER) and, _____ (GROUP) and the Arlington Outdoor Education Association, Inc., (AOEA) and is in consideration of the AOEA's granting of permission to the Leader and the Group to utilize the Phoebe Hall Knipling Outdoor Laboratory (LAB) under the terms of this agreement. The terms "we," "us" and "our" refer to the Leader and the Group, individually and collectively.

We agree that the LAB and the AOEA derive no benefit from our use of the LAB (even if we decide to perform any project) and that our presence at the LAB is purely for our benefit and we agree that we are not invitees upon the land. Should we decide to do anything to change the LAB, we will receive prior permission from the LAB Director or the AOEA, but such permission or performance of any such project will not indicate that the project is of benefit to the LAB or the AOEA.

We attest to our status as a youth or outdoor education group in good standing organized and registered in the County of Arlington, Virginia, or that we are affiliated with an organization that may utilize the LAB under the terms of the Articles of Incorporation of the AOEA.

Our requested use is:

We warrant and affirm that we are fully insured either through our sponsoring organization or otherwise for any accidents or injuries which might occur at the LAB or may affect any of the children or adults who are participating in any LAB activity.

We will provide a **Certificate of Insurance** naming the Arlington Outdoor Education Association as "Additionally Insured" at least 24 hours prior to Activity.

We agree that we will permit no person to be on the LAB property during our use of the LAB unless that person has completed a **Volunteer Agreement and Liability Waiver** attached hereto except that authorized LAB personnel and AOEA Directors will not be required to provide us a waiver. We also agree that "permission slips" or other similar documents required by our sponsoring organization will be maintained.



We agree to notify one of the AOEA Officer(s) who approved our use of the LAB, in writing, within 24 hours, of any personal injury, mishap, or property damage. Further, we agree to provide all of the waiver and indemnification forms required by this agreement with the written notification. In any case, we will provide the waiver and indemnification form to the AOEA immediately upon request.

We understand that the LAB will not be staffed by either representatives of Arlington Public Schools or AOEA and, even if present, no school system personnel or AOEA Director or Volunteer will have any responsibility for or liability to us.

We agree that all children will be supervised at all times by adults and we will maintain an adult/child ratio of at least 1:5 for children aged 8 to 11 and an adult/child ratio of 1:8 for children aged 12 to 18. This clause does not supersede more stringent requirements dictated by the sponsoring organization. We warrant and agree that each adult, for the purposes of this agreement, will be at least twenty-one (21) years of age and experienced in and competent to Supervise the activities engaged in.

We agree that we will use only those facilities and areas approved by the LAB Director and AOEA. The Group plans to use the following facilities:

- | | | |
|-----------------|------------------|---------------|
| ● Outdoor Areas | ● Nature Center* | ● Tiny Houses |
| ● Tent Area | ● Cottage | ● Boats |
| ● Bath House | ● Kitchen | ● Pond |
| ● _____ | ● _____ | |

**We understand that the use of the Nature Center is restricted to cases of Serious Weather Conditions or emergencies. Any use of or entry into Nature Center will require that the LAB Director or one of the Directors who authorized the use of the LAB be notified by phone within 15 minutes (or as soon thereafter as the emergency permits) of entry into the Nature Center.*

Each member of the group will abide by the following outdoor philosophy:

- I will be clean in my outdoor manners. I will treat the outdoors as a heritage. I will try to improve it for myself and others. I will keep my trash and garbage out of America's waters, fields, woods and roadways.
- I will be careful with fires. I will prevent wildfire. I will build my fire in a safe place and be sure it is out before I leave.
- I will be considerate of the outdoors. I will treat public and private property with respect. I will remember that use of the outdoors is a right that I can lose by abuse.
- I will be conservation-minded. I will learn how to practice good conservation of soil, waters, forests, minerals, grasslands, wildlife, and energy. I will urge others to do the same.

(Adapted from the Outdoor Code BSA)



We agree to abide by any LAB rules or regulations that are in effect when we use the LAB.

1. We agree to light fires, conduct outdoor cooking, or engage in other **fire-related activities only in designated campfire areas** and only in conformity with all applicable LAB and governmental rules and regulations. We agree that all fires will be attended by an adult. We agree to extinguish completely any fires that we start before either going to sleep or leaving the LAB.
2. We agree to have in our possession a **well-stocked first aid kit** and we understand and agree that we are responsible for all personal injuries. We understand that neither the LAB nor the AOEA provides supplies or personnel to care for personal injuries.
3. We agree to **remove all of our trash** from the LAB property.
4. We agree to reimburse the AOEA for costs of repair or replacement associated with our use or misuse of the property.
5. We agree to secure the facility properly after our use and return keys to lock box or AOEA.

We agree to notify and obtain permission from the Lab Director before our arrival at the LAB should we desire a change in our use plans or a change in the Adult Leader.

We understand that the activities at the LAB will be directed by the Group and its Leader(s) and that the AOEA and the Lab Staff will not be responsible for us in any way. We know that the LAB is inherently dangerous, that we will be engaging in activities which may result in personal injury or property damage, and we specifically assume such risks. We will take all necessary precautions to ensure our own safety.

In consideration of this opportunity for us to use the LAB, we hereby release, discharge, and agree to hold harmless and indemnify the AOEA and its successors, directors, officers, and volunteers from all causes of action, demands, damages, expenses, and liability whatsoever that we or Our representatives have or may have against anyone arising out of our participation in the aforementioned activity. Further we warrant that we have read and believe that we understand this document and specifically agree to be bound by its terms.

This document shall be governed by Virginia law. If any portion is declared inoperable by a court of competent jurisdiction, the remaining terms shall continue in full force and effect.





EVENT DETAILS

Group Name: _____

Group Address: _____

Sponsoring Organization Name: _____

Sponsoring Organization Address: _____

Adult Leader Who Will Be On-Site and In Charge of Group:

Name: _____ Cell Phone : _____

Address: _____ Email: _____

Date(s) and Time(s) Requested for Use of LAB:

Description of all activities to be performed:

AOEA Officer who approved this use:

Name: _____ Email: _____ Mobile: _____

Lab Director is:

Name: _____ Email: _____ Mobile: _____

I, _____, an authorized representative of _____ (name of Group) do, both as a representative of the Group and in my personal capacity, agree to the aforementioned terms and conditions and agree to be legally bound by them.

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(LEADER NAME)

(Date)

(AOEA OFFICER NAME/ TITLE)

(Date)