



Rules & Regulations For Use of Facilities and Equipment

The properties and equipment of the Old Kia Kima Youth Camp are maintained for the purpose of providing future generations with the experience of the Spirit of Old Kia Kima, and the opportunity to learn the values of *Integrity, Achievement, Responsibility, and Courage*.

1. Groups must have a signed permit to use the facilities and/or equipment from OKKYC fifteen (15) days prior to using the property or equipment. A security deposit is required two weeks prior to the time your group arrives at Old Kia Kima. This deposit will be returned upon your departure if Old Kia Kima facilities, campsites, and equipment used by your group are in satisfactory condition, or arrangements have been made for repair or replacement.
2. Each group must report to the Ranger upon arrival. This arrival should not be later than 9:00 pm, or earlier than 7:00 am unless special arrangements have been made in advance with the Ranger. Groups must check out of Old Kia Kima on no later than noon on day of departure unless special permission is granted.
3. Groups or individuals that reserve cabins, buildings, or equipment and do not use them, forfeit fees unless notification is given OKKYC seven (7) days in advance.
4. Groups must have two or more adult leaders 21 years of age or older in attendance. Leaders have full responsibility of youth members in all phases of their activities from the time they leave home for Old Kia Kima until they return home.
5. The Ranger will not interfere with the activities of the group except in the case of violation of OKKYC rules. The Ranger will report violations to the leader in charge, who in turn will see that the rules are strictly observed. However, if circumstances warrant, the Ranger can expel the entire group from Old Kia Kima facilities and campgrounds.
6. **ALL VEHICLES STOP AT PARKING LOTS!!** Equipment may be taken to the cabins by arrangement with the Ranger. All vehicles are to remain in parking lots. Please do not drive to cabins or off the main road. **NO ONE, ABSOLUTELY NO ONE IS TO RIDE IN THE BACK OF PICK-UP TRUCKS, SPORT UTILITY VEHICLES OR ON THE OUTSIDE OF ANY VEHICLE!!!**
7. **NO RUNNING, ROCK THROWING, OR UNSUPERVISED SWIMMING OR BOATING WHILE IN CAMP!!!**
8. **Your Groups use of the river for swimming as well as boating is acknowledged to be at your own risk, with the requirement that your Group Leader assume full responsibility for providing trained and certified Lifeguards equipped & versed in appropriate group Safe Swim and Safe Boating procedures.**
9. Cooking in designated cooking areas only.
10. Campfires in designated Campfire areas only.
11. Live trees are not to be cut or used for firewood. OKKYC is committed to nature conservation and destruction of live vegetation will not be tolerated.
12. First Aid provisions are to be provided by user groups. Medical emergency numbers for your group must be provided in the attached Facility Use Permit.
13. Fishing is permitted provided Arkansas Fish and Wildlife rules are followed. Individuals when fishing must use the buddy system.
14. **NO HUNTING ALLOWED!!!**
15. **Personal firearms are not permitted on OKKYC property.**
16. **NO FIREWORKS ALLOWED!!!**
17. **NO PETS ALLOWED, NO EXCEPTIONS!!!**
18. Alcoholic beverages and / or illegal drugs **are not permitted** on the Old Kia Kima campgrounds.
19. Smoking is allowed only in designated areas, away from youth members. Smoking in buildings is strictly prohibited.
20. **LEAVE NO TRACE** camping is the main practice for Old Kia Kima. Our expectation is that your group will leave the Campgrounds better than you found them to ensure the enjoyment of Groups to follow.
21. Repairs for any damage to facilities and equipment are your responsibility and are to be paid for by your group. The group will be charged the exact repair or replacement cost, plus any legal fees required to recover repairs and costs.
22. Groups are responsible for their garbage. Please deposit your trash in the designated area (see Ranger).
23. **The Ranger must inspect all the facilities & building structures, as well as equipment used by your group before you leave.**
24. Groups, if approved to use facilities, must sign a Hold-Harmless Agreement and provide CERTIFIED proof of Liability Insurance.

**EMERGENCY Phone Numbers: Cherokee Village, Arkansas DIAL 911 or AMBULANCE: 870-257-3311
HOSPITAL: 870-257-4101 FIRE: 870-257-3333 POLICE: 870-994-2211 OKKYC RANGER: _____**

**READ AND ACKNOWLEDGED BY: _____ Date: _____
GROUP LEADER OF: _____**

**Return one copy to OKKYC Ranger and keep one copy for your reference.
Old Kia Kima Youth Camp, Inc.**

Old Kia Kima Facilities Usage Agreement/Permit

Notice: Please review the attached Rules and Regulations for use of OKKYC Facilities and Equipment.



Please complete this form and submit it to the Chairman of Camp Utilization Committee.

Group Name: _____
Sponsoring Organization: _____
Check in Date/Time _____ Check out Date/Time _____
Onsite Adult Leader in charge / responsible for group: _____
Street Address: _____
City: _____ State: _____ Zip: _____
Contact Phone Number: _____

Assistant Adult Leader: _____
Street Address: _____
City: _____ State: _____ Zip: _____
Contact Phone Number: _____

Emergency Medical Contact for group: _____
Street Address: _____
City: _____ State: _____ Zip: _____
Contact Phone Number: _____

Total number of Adult Leaders on site: _____ Total number of youth on site: _____

On Site Adult Leader's Acceptance of Responsibility:

I accept responsibility for the observance by all members of our group of all rules and regulations governing the safe use of these facilities and equipment as stated in the OKKYC Rules and Regulations

Signed: _____ Date/Time _____

Permission is hereby granted for the use of OKKYC Camp facilities and equipment with the understanding, as certified above, that all rules and regulations will be followed, and the safety and welfare of the Youth members will always be placed first by the adult leaders in charge of the group.

Security Deposit Received: _____ Date: _____ Cash/Check # _____

Number of Cabins reserved: _____ Number of beds / mattresses reserved: _____
(Beginning counter-clockwise facing north – with your back to the river)

Assigned Cabins (Circled) 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16

Issued for OKKPA by: _____ Date/Time _____
(Authorized OKKPA signature)

Check out on Reverse Side

CHECK-OUT APPROVAL BY CAMP RANGER

All groups must check out with the Ranger and obtain his signature before departing camp or after returning the equipment. **Failure to properly checkout with the Ranger may result in the group being denied Old Kia Kima Youth Camp camping and equipment use in the future.**

This certifies that the group named in this Usage Agreement/Permit did _____ did not _____ leave OKKYC facilities in satisfactory conditions. The equipment this group used was returned in good condition, or satisfactory arrangement was made for repair or replacement.

Please note any exceptions:

(Signature of Old Kia Kima Youth Camp Ranger)

(Date)

Deposit of _____ was approved for reimbursement? _____ Yes _____ No

If no, was it converted to membership? _____ Yes _____ No

If not, please explain:

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- 1. Groups must have a signed permit to use the facilities and/or equipment from OKKYC thirty (30) days prior to using the property or equipment. A security deposit of \$150 is required to make a reservation for the use of OKKYC facilities. Reservations will not be held without the deposit. This deposit will be returned upon your departure, if OKKYC facilities, campsites, and equipment used by your group are in satisfactory condition, or arrangements have been made for repair or replacement.**
2. Groups, if approved to use facilities, must sign a Hold-Harmless Agreement and provide CERTIFIED proof of Liability Insurance. (SEE ATTACHED FORM)
- 3. Cancellation Policy - Groups or individuals that reserve facilities or equipment and do not use them, forfeit their deposit, unless notification is given OKKYC thirty (30) days in advance.**
4. Each group must report to the Ranger upon arrival. Arrival should not be later than 9:00 pm, or earlier than 7:00 am unless arrangements have been made in advance with the Ranger. Checkout is no later than noon on Sunday unless arrangements have been made in advance with the ranger.
5. The Ranger will not interfere with the activities of the group except in the case of violation of OKKYC rules. The Ranger will report violations to the leader in charge, who in turn, will see that the rules are strictly observed. However, if circumstances warrant, the Ranger has the authority to expel the entire group from OKKYC.
6. The Ranger must inspect your area, building, cabin(s), and /or equipment before you depart.
7. Repairs for any damage to facilities and equipment are your responsibility. The group will be charged the exact repair or replacement cost.
8. Groups must have two adult leaders 21 years of age or older in attendance. Leaders have full responsibility of youth members in all phases of their activities from the time they leave home for OKKYC until their return home.
9. **ALL VEHICLES STOP AT PARKING LOTS.** Equipment will be taken to the cabins by arrangement with the Ranger. Please do not drive to cabins or off the main road. **All roads within camp are for the exclusive use for maintenance crews only..**
10. **While OKKYC has a tradition of campers inscribing their names and dates of attending camp within the cabins, no profanity or obscene depictions will be tolerated.**
11. No running or rock throwing is permitted.
- 12. Your groups use of the river for swimming as well as boating is acknowledged to be at your own risk, with the requirement that your Group Leader assume full responsibility for providing trained and certified Lifeguards equipped & versed in appropriate group Safe Swim procedures. Absolutely no unsupervised swimming or boating is permitted.**
13. Fishing is permitted provided Arkansas Fish and Wildlife rules are followed. Individuals when fishing must use the buddy system.
14. Cooking in designated cooking areas only.
15. Campfires in designated Campfire areas only.
16. Live trees are not to be cut or used for firewood. OKKYC is committed to nature conservation and destruction of live vegetation will not be tolerated.
17. First Aid provisions are to be provided by user groups. Medical emergency numbers for your group must be provided in the attached Facility Use Permit.
18. **No hunting, personal firearms or fireworks is allowed on OKKYC property.**
19. **No pets are allowed, no exceptions.**
20. Alcoholic beverages and / or illegal drugs **are not permitted** on OKKYC property.
21. Smoking is allowed only in designated areas, away from youth members. Smoking in buildings is strictly prohibited.
22. Groups are responsible for their garbage. Please deposit your trash in the designated area (see Ranger).
23. **LEAVE NO TRACE** camping is the main practice for OKKYC property. Our expectation is that your group will leave the Campgrounds better than you found them to ensure the enjoyment of Groups to follow.

EMERGENCY Phone Numbers: Cherokee Village, Arkansas **DIAL 911** or **AMBULANCE: 870-257-3311** **HOSPITAL: 870-257-4101** **FIRE: 870-257-3333** **POLICE: 870-994-2211** **OKKPA RANGER: _____**
READ AND ACKNOWLEDGED BY: _____ Date: _____

GROUP LEADER OF: _____

Return one copy to OKKYC Ranger and keep one copy for your reference.



Parking Rules

ABSOLUTELY NO VEHICLES ALLOWED IN QUADRANGLE OR IN FRONT OF CABINS

Road access is available for unloading and loading along the road behind cabins.

Parking is available along the east service road (Tater Highway – Gate 2) or at the end of the road through Gate 1 as well as the designated parking area adjacent to the Office.

Additional parking is available east of Spirit Creek at the Activities Pavilion (Gate 3)

All large trucks, buses and vans should park at the parking area north of the activities area.

RELEASE OF LIABILITY, INFORMED CONSENT, RELEASE, AND INDEMNIFICATION AGREEMENT

*This RELEASE OF LIABILITY, INFORMED CONSENT, RELEASE, AND INDEMNIFICATION AGREEMENT ("**Release**")* is made by the undersigned (the "**User**") to release and indemnify the Old Kia Kima Youth Camp, a Arkansas corporation not for profit, including but not limited to OKKYC successors, assigns, directors, officers, employees, managers and agents.

1. Grant of Release for Use of Facilities. User, on User's own behalf and on behalf of User's family, including User's spouse, parents, children, heirs and assigns, as the context requires or permits (singularly and collectively included in the defined term, "**User**"), hereby grants to OKKYC this full release and indemnification as consideration in exchange for User's permission to utilize the facilities of the Association. User understands that User shall not be permitted to use the Facilities without the execution of this Release.
2. Representations and Acknowledgments of User. User represents that User: (a) is in good health and physical condition; and (b) not disabled in any manner that would prevent User from safely using the Facilities or that would make use of the Facilities potentially dangerous or harmful to User. User acknowledges that: (a) the Association has not, will not and cannot render any medical services to User at any time; and (b) User is under no restrictions by any physician regarding physical exercise.
3. Acknowledgment of Risk. Users are voluntarily utilizing the Facilities with full knowledge, understating and appreciation of the nature of the Facilities.
4. Damages. For the purposes of this Release, "**Damages**" are defined as any loss, penalty, expense, cost, right, liability, demand, charge, claim, action, cause of action, suit, debt, sum of money, account, accounting, reckoning, bond, bill, covenant, contract, controversy, agreement, promise, judgment, execution, damage or liability (including attorneys' fees, paralegal charges and costs) of any kind, in law or in equity, now or hereafter known or unknown, latent or patent, matured or not yet matured, foreseeable or unforeseeable, accrued or not yet accrued, including without limitation, attorneys' fees and other costs and expenses reasonably incurred in investigating or in attempting to avoid same or impose the imposition thereof or enforcing this Release and all debts, liabilities and obligations of any nature whatsoever (whether absolute, accrued, contingent or otherwise and whether due or to become due).
5. Release by User. User hereby releases and discharges OKKYC and agrees not to bring an action against the Association regarding: (a) Damages resulting from loss of property, bodily injury or death occurring to User; and (b) Damages caused in whole or in part by the Association or any third party, including other users of the Facilities, for any and all ordinary negligence, gross negligence or willful misconduct.
5. User's Personal Property. Any personal property of User brought to the Facilities is brought by User at the sole risk of User. User acknowledges that OKKYC shall not be responsible for theft, damage, or loss to any personal property of User.

6. Indemnity. User hereby indemnifies and holds the Association harmless from and against, and with respect to, Damages incurred by User or any of User's personal property which arise out of, or are in any way related to, User's use of the Facilities. User shall reimburse OKKYC on demand for the cost of any performance or any payment at any time after the execution of this Release based upon the judgment of any court of competent jurisdiction or pursuant to any bona fide compromise or settlement of claims, demands or actions with respect to Damages to which the foregoing indemnity relates.

7. Governing Law. This Release is governed by and construed in accordance with the laws of the State of Arkansas.

8. Venue. Any action or proceeding of any kind arising out of or related to this Release shall be brought in the appropriate State or Federal Court for Sharp County Arkansas

9.
10. Severability. If any term, covenant, or condition of this Release or the application thereof to any person or circumstance shall be to any extent held invalid or unenforceable, the remainder of this Release or the application of such terms, covenants and conditions to persons or circumstances other than those as to which this Release is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Release shall be valid and enforceable to the fullest extent permitted by law.

I HEREBY ACKNOWLEDGE THAT: (a) I have read the terms of the Release; (b) I understand the ramifications of my execution of this Release; (c) acknowledge that OKKYC in no event shall be liable to me for Damages; and (d) I may be required to indemnify and hold OKKYC harmless.

_____ Date: _____
User

Signature

User Printed

Name

FOR MINORS ONLY (Under 18 Years of Age)

THE UNDERSIGNED is the parent or legal guardian of the minor whose name is set forth below ("**Minor**"). On Minor's behalf, the undersigned hereby acknowledges the terms of this Release and agrees to be bound by the terms of the Release as applicable to Minor.

Printed Full Name of Minor

_____ Date: _____
Signature of Parent or Legal Guardian of Minor

Printed Name of Parent or Legal Guardian of

Minor