

Summer Day Camp Waiver 2024

Summer day camp permits, like other types of permits, consider the impact on the public, the impact on park staff, and the impact on park resources so a limited number are available at each location. The East Bay Regional Park District reserves the right to limit the number of permitted groups at all locations.

Summer Day Camp Requirements

Please review and acknowledge that you understand the requirements below. As the permit holder, it is your responsibility to ensure that on-site contacts are aware of all the terms of this application and permit. This waiver is applicable to all Summer Day Camp sessions you are holding across the East Bay Regional Park District.

Summer Day Camp Capacity, Size, Reservations and Roaming Groups

- Site reservations are required for groups of over 25. Sites must be selected to accommodate the total number of attendees (adults + kids) comfortably and must have access to an open restroom facility.
- Day camp programs must not exceed pre-designated site capacities at any time and cannot overflow into adjacent sites.
- If roaming, this day camp cannot use any of the reservable sites at any time but may utilize “first-come, first-served” sites if needed.
- Lawn areas and play structures may be used by day camps; however, use must be coordinated with the Park Supervisor to enable use by other groups and the public.
- Park District staff reserves the right to place camps in appropriate locations if one is not chosen by operator or to move a camp to a site more appropriate for the group.

Sites "As-Is"

- Sites are used "as-is". If necessary, groups will be moved to a more suitable location if the current location does not have facilities available or there is another issue that makes the site unsafe for use. Groups are not permitted to bring in chemical toilets for personal use without prior approval.

Payment for Site Reservations, Security Deposit Refunds and Penalties

- Any balance due for site reservations must be paid in full by Friday March 1st, 2024. Payment can be made by calling 1-888-327-2757, option 2 or by logging into your online account. Once payment is made and the application packet is approved, your reservation status will change from TENTATIVE to APPROVED.
- Your security deposit may be retained for violation of any park rules or of the terms of the permit.
- If your group requires additional cleaning or attention by park staff, you will be charged staff time. The balance of fees is due within 7 days of notification.
- This permit and any reservations may be revoked at the District's discretion without a refund of any kind.
- Reservation service fees and change fees are always non-refundable.

Pre-Camp Meeting

- Permittee must schedule a pre-camp meeting with the Park Supervisor. Please do not contact the Park Supervisor until you are instructed to do so.
- With the Park Supervisor, you will discuss planned activities, drop-off/pick-up location, emergency plans, and answer any questions or concerns.
- Permittee and ALL primary on-site contacts must attend the meeting.

Summer Day Camp Operator Permit Fee

- Every camp is required to purchase the Summer Day Camp Operator permit which is in addition to any site reservations.
- The Summer Day Camp Operator Permit is NON-REFUNDABLE and must be purchased prior to submitting your application.

Conduct in Parks

- Ordinance 38, District Rules and Regulations, and all park rules must be followed.
- Treat other park users and District staff with respect, courtesy, and consideration.
- Vehicles are not permitted to drive on non-public roads/trails and must park in designated parking spaces.
- No stakes in irrigated turf.
- Climbing on or building of any structures is prohibited.
- Attaching items to trees or other natural structures is prohibited.
- Day camp staff may not allow children to damage or collect District property, flora, or fauna. This includes tearing bark or branches off trees or building "tree forts".
- Day camp staff will not allow participants to deface ANY park property with chalk, paint, or other materials.
- Micro-litter, from glitter, confetti, balloons, etc., is a hazard to wildlife and endangers animal populations, and is not allowed. Practice "Leave No Trace".
- Tables must be covered by tablecloths or other protective coverings.
- Stay on official trails and in developed areas. Avoid activities that include repetitive entry into sensitive areas around the base of trees or through brush. Using or creating bootleg trails is forbidden. Day camps are not allowed to access sensitive areas such as creeks, spillways, or other areas as marked.
- Avoid wildlife. Although some wildlife poses a potential threat, most will avoid humans at all costs. Unless directly threatened by an animal, leave it alone.
- Conserve water; no playing in water fountains or in bathrooms.

Group Swim Notifications

- Group swimming will be available at select locations. Group swim notifications will be available in early April.
- You may visit the following link for further information: [Group Swimming | East Bay Parks \(ebparks.org\)](https://ebparks.org/group-swimming)

Safety

- Program participants must always be supervised with age-appropriate adult/child ratios.
- Use of alcohol, drugs, or controlled substances is prohibited.
- Campfires are prohibited, except for those with valid overnight reservations. Additional fire weather restrictions may apply.
- Firearms, explosives (including fireworks), and weapons of any kind are strictly prohibited. Archery equipment is considered weaponry and is not excluded from this policy. Archery is only allowed in designated ranges, found here: [Archery | East Bay Parks \(ebparks.org\)](https://ebparks.org/archery)
- Program staff must be trained to follow their emergency response plan for the specific park location.
- All participants will follow the rules of their organization for program operations and safety.

Compliance

- Permittee must comply with all applicable laws and regulations pertaining to organized camps and/or childcare providers as described in the California Health and Safety Code, California Code of Regulations and Department of Social Services Community Care licensing division rules. Permittee must also comply with all local, state, or federal orders related to COVID-19.
- For more information on East Bay Regional Park District - Rules and Regulations, please click the following link: [Rules and Regulations: Ordinance 38 | East Bay Parks \(ebparks.org\)](https://www.ebparks.org/rules-and-regulations)

Parking and Entry Fees

- Parking and entry fees are NOT included in the site reservation fee/Summer Day Camp fees. If they are charged at the park, they must be paid upon arrival, this also applies to pick/up and drop/off.
- Parking passes are available for **staff only** upon request, they are not automatically issued.

Insurance

- Evidence of General Liability insurance Coverage in an amount not less than one million dollars (\$1,000,000) combined single limit bodily injury and property damage for each occurrence and at least \$2 million in the aggregate is required. Additional endorsements required for Quarry Lakes Regional Park. Check with Reservations Supervisor for details.
- In addition to the limits mentioned above, the following items are **REQUIRED** and must be included in the Certificate of Insurance + Additional Insured Endorsement to demonstrate appropriate insurance coverage: ALL insurance shall include the **East Bay Regional Park District as additional insured** AND the insurance shall be **PRIMARY AND NON-CONTRIBUTORY**.
- **List as Certificate Holder:** East Bay Regional Park District, Attn: Reservations Supervisor P.O. Box 5381, Oakland, CA 94605-0321
- **Additional Insured Endorsement language on Certificate:** The following language must appear on the Certificate of Liability Insurance in the Description of Operations box:

"The East Bay Regional Park District, its officers, employees, and agents are named as an additional insured with respect to liability arising out of (*name of day camp*) to be held on (*dates*) at (*location*). This insurance shall be the **primary and non-contributory**".

- **Additional Insured Endorsement (required):** The additional insured endorsement showing that the coverage is primary and non-contributory must accompany the Certificate of Liability. This cannot be substituted by referring to such coverage on the COI.

Cancellations and Changes

- All requests for cancellations or changes must be submitted in writing
- For reservations at designated picnic sites and group campsites, please see the cancellation policy below. This policy does not apply to "Roaming" groups.
 - 14 or more days in advance, full damage deposit and 90% of the site use fees less any transaction fees are refundable.
 - 13 to 3 days in advance, full damage deposit and 50% of the site use fees less any transaction fees are refundable.
 - Less than 3 days in advance, site fees are non-refundable, but full damage deposit will be returned.
- Once your application is received and your reservations are booked, changes are subject to fees and any applicable cost differences if moving to a larger area. If staff must move your group due to exceeding site capacity, you will be charged the difference in site costs.
- Changes include but are not limited to moving sites, adding/removing dates from an existing reservation, etc.

Acknowledgements and Indemnification

In consideration of receiving a Day Camp Permit, I on behalf of myself and the sponsoring agency, agree to indemnify, hold harmless, defend and protect EBRPD, its officers, directors, agents, and employees (collectively "Indemnitees") from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses (including attorneys' fees), penalties, judgements, or obligations whatsoever for or in connection with illness or injury (including death) or damage to any person or the loss or damage of property to whomsoever belonging or pecuniary or monetary loss resulting from, arising out of, or in any way related to the event activities, including without limitation possible exposure of camp staff and/or camp participants to COVID-19 or other illnesses, excepting only such claims arising from the sole negligence or willful misconduct of EBRPD.

I hereby acknowledge that the novel coronavirus, COVID19, is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. I acknowledge and agree that the East Bay Regional Park District is issuing permits to operate camps on Park District lands in compliance with the applicable Federal, State, County, and local health orders, and that it is my responsibility to ensure compliance with all applicable orders. Further, I acknowledge and understand that the East Bay Regional Park District does not and cannot guarantee that I, camp staff or camp participants will not become infected with COVID-19 while participating in the permitted activities.

By signing below, I hereby release, covenant not to sue, discharge, and hold harmless the East Bay Regional Park District, its Board of Directors, officers, employees, agents, defend and representatives from any claims, including all liabilities, actions, damages, costs or expenses of any kind arising out of or relating to the permitted activities including but not limited to any illness, death, and loss of any kind by camp staff or camp participants related to COVID-19. I understand and agree that this waiver, release, and assumption of risk includes any claims based on the actions, omissions, or negligence of East Bay Regional Park District, its Board of Directors, officers, employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any activity.

I am acknowledging that I have read and understand the Day Camp and Day Camp Permit Application process, that I am authorized by the Sponsoring Agency to obtain this permit and to accept all its terms. If this application is approved, all information within it will become part of my final permit. Any requests not covered in the application is considered a change to my application and I will need to resubmit for approval.