



**THIRD PARTY GUEST
RESERVATION AGREEMENT**

Name of Group: _____ (“Group”)

Mailing Address: _____ Phone: _____

Contact Person: _____ Email address: _____

Camp Dates Requested: From _____ To _____ Number of Trips Requested: _____

Guaranteed Minimum Reservation: _____ (8 person minimum, 12 person maximum per trip) **Camp Fee:** _____ per person

This contract is issued on _____ Young Life reserves the right to book another group if signed contract and deposit are not received in a timely fashion.

RESERVATION REQUIREMENTS:

1. A guaranteed minimum reservation for EXCLUSIVE use of camp is 8 full paying guests per trip, at the per person camp fee rate.
2. If Group does not meet the guaranteed minimum, Young Life reserves the right to accept reservations from others groups for the same time period requested by the Group.

DEPOSIT:

A non-refundable deposit of \$200 must be sent within 60 days of executing this contract. All deposits are due by April 1st. If contract is executed after April 1st deposit is due within 10 business days. The full balance of charges is due within 10 business days of departure from camp.

CANCELLATION POLICY:

Cancellations made between 180 and 90 days prior to the start of camp will be charged 35% of the anticipated camp fees. Cancellations made less than 90 days prior to the start of camp will be charged 50% of the anticipated camp fees. If cancellation occurs 10 days or less prior to arrival, the cancellation fee will be 100% of anticipated camp fees. *Anticipated camp fees: the per person camp fee multiplied by the minimum reservation number of 8 persons per trip.

Reduction of Guaranteed Minimum Reservation

If the Group cannot meet the Guaranteed Minimum Reservation and needs to reduce their contracted number at any time prior to the camp dates, Young Life reserves the right to charge the Group one camp fee per person for each number below the Guaranteed Minimum Reservation.

GENERAL REQUIREMENTS:

1. Group is expected to leave the property, including individual rooms, in a clean condition.
2. The following are not permitted on the property: smoking, pets, alcoholic beverages, illegal drugs, recreational marijuana, firearms, fireworks or explosives.
3. Group is expected to pay for any damages to the property and equipment beyond normal wear and tear, including graffiti.
4. Group and Group Participants are expected to adhere to the guidelines stated in this Agreement, posted on the grounds, published in the registration information, or communicated by our staff.
5. The Group acknowledges and agrees that they have informed each of their individual members that they individually are and/or their personal health insurance provider is fully responsible for their own medical related expenses including medical treatment costs, cost of medical emergency or medical related transportation expenses, and any other related medical expenses. See also Section V. Participant Waivers of this agreement.
6. Group acknowledges and agrees that Young Life has no responsibility for paying or seeking to obtain payment from any individual of the Group for: medical treatment, emergency or medical related transportation, or other related medical services incurred by any individual of the Group unless it is determined that Young Life or the Group is legally obligated to do so.

Group agrees to all contract conditions, rates, and regulations and acknowledges that this contract is not binding until signed by an authorized Young Life representative. **Group agrees to the Terms and Conditions attached to this Agreement and incorporated herein and Group agrees to respect the beliefs of Young Life as set forth in the Young Life statement of faith also attached to this Agreement.**

Signature of Group Representative (assumes financial responsibility if not signed below)

Signature of Group Financial Representative

Signature of Authorized Young Life Representative

YOUNG LIFE'S STATEMENT OF FAITH

Preamble

We the members of the Young Life mission – trustees, staff, instructors at Young Life schools and volunteers – join together in our affirmation of the following articles and our central purpose of proclaiming the Gospel of Jesus Christ and introducing adolescents everywhere to Jesus Christ and helping them grow in their faith.

Article I

The Scriptures of the Old and New Testaments, being given by divine inspiration, are the Word of God, the final and supreme authority in all matters of faith and conduct.

Article II

In the Scriptures, God reveals Himself as the living and true God, Creator of all things. Perfect in love and righteous in all His ways, this one God exists eternally as a Trinity of persons: the Father, the Son and the Holy Spirit.

Article III

God made man and woman in His image that He might have fellowship with us. Being estranged from God by our disobedience, we are, as sinful people, incapable of a right relationship to God apart from divine grace.

Article IV

The only Mediator between God and all human beings is Jesus Christ our Lord, God's eternal Son, who as man fully shared and fulfilled our humanity in a life of perfect obedience.

Article V

By His death in our place, Jesus revealed the divine love and upheld divine justice, removing our guilt and reconciling us to God. Having risen bodily from the dead and ascended into heaven, He rules as Lord over all and intercedes for us as our Great High Priest.

Article VI

The Holy Spirit, through the proclamation of the Gospel, renews our hearts, persuading us to repent of our sins and confess Jesus as Lord. By the same Spirit we are led to trust in divine mercy, whereby we are forgiven all our sins, justified by faith through the merit of Christ our Savior, adopted into God's family as His children and enabled so to live in the world that all people may see our good works and the Gospel of grace at work in our lives and glorify our Father who is in heaven.

Article VII

God, by His Word and Spirit, calls us as sinful people into the fellowship of Christ's body. Thus He creates the one holy, catholic and apostolic church, united in the bonds of love, endowed with the gifts of the Spirit and summoned by Christ to preach the Gospel and to administer the sacraments, to carry on the ministry of reconciliation, to relieve human need and to strive for social justice.

Article VIII

God's redemptive purpose will be consummated by the return of Christ to raise the dead, judge all people and establish His glorious kingdom. Those who are apart from Christ shall be eternally separated from God's presence, but the redeemed shall live and reign with Him forever.

Terms and Conditions

I. DEFINITIONS

“Young Life” is a Texas non-profit corporation which owns and operates the Young Life camp.

“Group” is identified on page 1 of this Agreement. In this Agreement, “Group” refers to the legal entity of the Group.

II. ACCEPTANCE OF PREMISES: By taking possession hereunder, Group acknowledges it has examined the camp premises and accepts the condition. Young Life has no obligation to improve the camp premises other than as set forth specifically in this Agreement. Group further acknowledges that the Camp is being offered to the Group on an AS IS basis. Group acknowledges that the Young Life camp is a rustic, outdoor camp facility with the inherent hazards that accompany outdoor, wilderness activities and rustic buildings and furnishings.

III. DISCLAIMERS AND WARRANTIES

A. DISCLAIMERS BY YOUNG LIFE: YOUNG LIFE SHALL NOT BE LIABLE AND GROUP WAIVES, RELEASES, AND HOLDS HARMLESS YOUNG LIFE FOR INJURY TO GROUP, PERSONAL INJURY INCLUDING DEATH OF GROUP’S AGENTS OR PARTICIPANTS, OR FOR PROPERTY DAMAGE THAT MAY BE SUSTAINED BY GROUP OR GROUP’S AGENTS OR PARTICIPANTS THAT IS DUE TO OR CAUSED BY ANY FIRE, FLOOD, EARTHQUAKE, OR ANY OTHER PERIL, REGARDLESS OF WHETHER THESE CONDITIONS ARE CAUSED BY THE NEGLIGENCE OF YOUNG LIFE. IT IS NOT INTENDED THAT THIS DISCLAIMER AND WAIVER SHOULD APPLY TO THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF YOUNG LIFE.

NEITHER SHALL YOUNG LIFE BE LIABLE AND GROUP WAIVES, RELEASES AND HOLDS HARMLESS YOUNG LIFE FOR INJURY TO GROUP, PERSONAL INJURY OF GROUP’S AGENTS OR PARTICIPANTS, OR FOR PROPERTY DAMAGE THAT MAY BE SUSTAINED BY GROUP OR GROUP’S AGENTS OR PARTICIPANTS THAT IS DUE TO ANY BREAKAGE, LEAK, OBSTRUCTION OR OTHER DEFECTS OF PIPES, SPRINKLERS, WIRES, APPLIANCES, PLUMBING, AIR-CONDITIONING, LIGHTING FIXTURES OR COMPUTER EQUIPMENT OR SOFTWARE OR ANY OTHER LATENT DEFECTS OR ASPECTS OF THE BUILDINGS, STRUCTURES, RECREATIONAL EQUIPMENT, AND UTILITIES ON THE CAMP PREMISES, REGARDLESS OF WHETHER THESE CONDITIONS ARE CAUSED BY THE NEGLIGENCE OF YOUNG LIFE. IT IS NOT INTENDED THAT THIS DISCLAIMER AND WAIVER SHOULD APPLY TO THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF YOUNG LIFE.

NEITHER SHALL YOUNG LIFE BE LIABLE AND GROUP WAIVES, RELEASES AND HOLDS HARMLESS YOUNG LIFE FOR INJURY TO GROUP, PERSONAL INJURY OF GROUP’S AGENTS OR PARTICIPANTS, OR FOR PROPERTY DAMAGE THAT MAY BE SUSTAINED BY GROUP OR GROUP’S AGENTS OR PARTICIPANTS THAT IS DUE TO THE ACTIONS OR INACTIONS OF THIRD PARTIES, REGARDLESS OF WHETHER THESE CONDITIONS ARE CAUSED BY THE NEGLIGENCE OF YOUNG LIFE. IT IS NOT INTENDED THAT THIS DISCLAIMER AND WAIVER SHOULD APPLY TO THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF YOUNG LIFE.

NEITHER SHALL YOUNG LIFE BE RESPONSIBLE OR LIABLE AND GROUP WAIVES, RELEASES AND HOLDS HARMLESS YOUNG LIFE FOR ANY INJURY OR DAMAGE TO ANY PERSON OR PROPERTY RESULTING FROM THE USE, MISUSE OR FAILURE OF ANY EQUIPMENT, DEVICE(S), VEHICLE(S), ANIMAL(S), ITEM(S) BROUGHT ON THE PREMISES OR USED BY ANY GUEST OR MEMBERS OF THE GROUP EVEN IF SUCH EQUIPMENT IS FURNISHED, RENTED OR LOANED TO A GUEST OR GROUP, REGARDLESS OF WHETHER THESE CONDITIONS ARE CAUSED BY THE NEGLIGENCE OF YOUNG LIFE. IT IS NOT INTENDED THAT THIS DISCLAIMER AND WAIVER SHOULD APPLY TO THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF YOUNG LIFE.

THE GROUP AND/OR GUEST(S) ASSUME FULL FINANCIAL RESPONSIBILITY AND LEGAL RESPONSIBILITY DIRECTLY AND/OR BY THEIR OWN INSURANCE FOR ANY INJURY INCLUDING DEATH AND/OR PROPERTY DAMAGE CAUSED BY THE USE OF ANY EQUIPMENT, DEVICE(S), VEHICLES(S), ANIMAL(S), ITEM(S) BROUGHT ON THE PREMISES OR USED BY A GUEST OR GROUP INCLUDING ALLEGATIONS OF A PRIVACY VIOLATION.

B. THESE DISCLAIMERS ARE SUBJECT TO THE INDEMNIFICATION PROVISIONS OF SECTION IV BELOW AND SHALL NOT APPLY TO DAMAGE AND LIABILITY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF YOUNG LIFE.

C. DISCLAIMER OF WARRANTIES BY YOUNG LIFE: YOUNG LIFE MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE CAMP PREMISES. WITHOUT LIMITATION, YOUNG LIFE MAKES NO WARRANTY AS TO FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE.

D. THE GROUP ASSUMES RESPONSIBILITY FOR INFORMING THEIR AGENTS AND PARTICIPANTS THAT THE CAMP PROPERTIES AND STRUCTURES ARE AVAILABLE ON AN AS IS BASIS AND THEY ARE TO TAKE PRECAUTIONS FOR THEIR OWN SAFETY. THE GROUP ASSUMES RESPONSIBILITY FOR INFORMING THEIR AGENTS AND PARTICIPANTS THAT YOUNG LIFE CAMP IS A RUSTIC, OUTDOOR CAMP FACILITY WITH THE INHERENT HAZARDS THAT ACCOMPANY OUTDOOR, WILDERNESS ACTIVITIES AND RUSTIC BUILDINGS AND FURNISHINGS.

E. WARRANTIES:

1. Both parties warrant that they are authorized to enter into this Agreement and perform all the obligations herein.
2. Group warrants that it is in full compliance with all applicable laws and regulations related to its use and enjoyment of the Young Life camp premises, including, without limitation, all federal, state, and local laws and regulations including but not limited to child safety regulations.
3. Group warrants that it has taken all prudent precautions to promote the safest environment for their participants, including all minors. The precautions include, without limitation, timely background checks of personnel and volunteers and proper supervisory training for personnel and volunteers. Group takes full responsibility for all minors under its care during its use of the Young Life camp premises.
4. Group warrants that it has full responsibility over any medical care required by its participants and Group is fully responsible for the selection and all actions of any medical staff provided by Group in relation to its use of the premises, including any required certifications.
5. Group warrants that it has full responsibility over any lifeguard required by Group Participants and Group is fully responsible for the selection and all actions of any lifeguard provided by Group in relation to its use of the premises, including any required certifications.

IV. INSURANCE AND INDEMNIFICATION

A. During the use of Young Life Camp, Group must maintain commercial general liability insurance, which insurance must stipulate limits of liability of not less than \$2,000,000 each occurrence, single limit bodily injury and/or property damage combined. Group must provide Young Life with a Certificate of Insurance naming Young Life as an additional insured. Group must provide the Certificate of Insurance prior to the camp dates requested. Policy shall contain a waiver of subrogation by endorsement in favor of Young Life, their officers, directors, partners, representatives, agents, volunteers, and employees. Coverage is to be endorsed to reflect that insurance is to be primary and non-contributory with respect to any other collectible insurance for Young Life.

B. During the use of the Young Life Camp, employees and volunteers of the Group shall be covered by the Group's workers' compensation insurance that provides statutory limits and Employers' Liability insurance with a minimum of \$250,000 limits. Group must provide Young Life with a Certificate of Insurance and the workers' compensation policy shall contain a waiver of subrogation against Young Life their officers, directors, partners, representatives, agents, volunteers, and employees.

C. Young Life agrees to defend, protect, indemnify, and hold Group and Group's agents, officers, directors, employees, and contractors harmless against and from any and all claims, injuries (including death), costs, expenses, liabilities, losses, damages, injunctions, suits, actions, judgments, fines, penalties, and demands of any kind or nature (including reasonable attorneys' fees) to the extent arising out of any intentional misconduct or gross negligent act or omission of Young Life's agents, officers, employees, or contractors. This indemnity shall survive termination of this Agreement only as to claims arising out of events that occur prior to termination of this Agreement.

D. Group agrees to defend, protect, indemnify, and hold Young Life and Young Life's agents, officers, directors, employees, volunteers, and contractors harmless against and from any and all claims, injuries (including death), costs, expenses, liabilities, losses, damages, injunctions, suits, actions, judgments, fines, penalties, and demands of any kind or nature (including reasonable attorneys' fees) to the extent arising out of the activities and/or negligence of Group or Group's agents, officers, employees, volunteers or contractors in furtherance of this Agreement. This indemnity does not include the intentional misconduct or gross negligent act or omission of Young Life or its agents, officers, contractors, or employees. This indemnity shall survive termination of this Agreement only as to claims arising out of events that occur prior to termination of this Agreement.

E. Group agrees and acknowledges that Group is responsible for meeting the insurance and indemnification requirements contained in this Section IV even if there is a lapse or denial of insurance or indemnification by Group's insurance carrier(s).

V. PARTICIPANT WAIVERS Group agrees to include Young Life, its officers, employees, agents, and volunteers on any Participant release and waiver that Group requires participants to complete before participating in the Group's program.

VI. FORCE MAJEURE: The performance of this Agreement by either party is subject to acts of God, war, terrorism (including the elevation of the national terrorist threat to "red" and/or specific terrorist threats or attacks anywhere in the United States), government regulations, disaster, fire, strikes, civil disorder, curtailment of transportation facilities, failure of public utilities, or other similar causes beyond the control of the parties making it inadvisable, illegal, or impossible for one or both parties to perform under this Agreement. In the case of a force majeure event, the Agreement may be terminated without penalty by written notice from one party to the other, provided that both parties first make every reasonable effort to work out a mutually agreeable solution to the problems created by the force majeure event. If the parties are unable to arrive at a mutually acceptable solution, then neither party will have liability hereunder for failure to fulfill its obligations for reasons beyond its control. In such case, both parties will be free of further obligations under the Agreement. Young Life will always have the right to keep the initial deposit.

VII. YOUNG LIFE PURPOSE AND STATEMENT OF FAITH: Group understands that Young Life is a religious non-profit organization. Group agrees to respect the beliefs of Young Life as set forth in the Young Life Statement of Faith included and incorporated into this Agreement. The primary purpose of Young Life camps is to further the religious purpose of Young Life. Young Life camp properties are not open to the general public but are available on a limited basis primarily to churches and other nonprofit organizations who agree to the terms of this Agreement. Therefore, Group acknowledges and agrees that it is a business invitee of Young Life, and any of Group's agents and/or participants are business invitees of Young Life.

VIII. DEFAULT BY YOUNG LIFE: Absent a force majeure event as described in Section VI, failure to provide the facilities and amenities as described in this Agreement by the commencement of the camp dates shall constitute an event of default by Young Life. In the case of default by Young Life, Group may terminate the Agreement and seek compensatory damages according to the agreed upon dispute resolution terms below or Group may allow Young Life to cure the default in an agreed upon period of time.

IX. DEFAULT BY GROUP: The following events shall constitute events of default by Group: 1) Failure to make timely payments under this Agreement (any payment 30 days overdue shall be considered untimely); 2) Grossly improper and uncorrected conduct by Group during the term of the Agreement; 3) Conduct by the Group which is contrary to Group's agreement to respect Young Life's beliefs and/or conduct which reflects poorly on the name and reputation of Young Life; and 4) Failure to provide the required proof of insurance as outlined in Section IV prior to the start of the Group taking possession of the camp per this agreement. Determination as to whether the Group defaulted through conduct is made in a reasonable manner and in the sole discretion of Young Life. In the case of default by Group, Young Life may terminate the Agreement and seek compensatory damages according to the agreed upon dispute resolution terms below or Young Life may allow Group to cure the default in an agreed upon period of time.

X. ASSIGNMENT: Neither Party may assign this Agreement or its benefits or obligations in any way without the express written consent of the other party.

XI. GOVERNING LAW: This Agreement will be governed by and construed in accordance with the laws of the State of Colorado excluding that body of law pertaining to conflict of laws. Any judicial action with respect to this Agreement shall be filed exclusively in the federal or state courts located in Colorado Springs, Colorado, U.S.A., and each of the parties hereto irrevocably consent and submit to the personal jurisdiction and venue of the federal and state courts located therein. The parties hereby irrevocably waive any and all claims and defenses either might otherwise have in any action or proceeding in any of such courts based upon any alleged lack of personal jurisdiction, improper venue, forum non convenienc e or any similar claim or defense.

XII. DISPUTE RESOLUTION: The parties agree to settle any controversy or claim arising out of this Agreement by first meeting in good faith with each other to attempt conciliation of the issue between the parties. If conciliation is unsuccessful, the parties agree that any controversy or claim arising out of this Agreement shall be settled by mediation using one or more mediators from a recognized mediation service which is acceptable to both parties. If mediation is unsuccessful, the parties are free to pursue their rights to the full extent of the law.

XIII. Fully Integrated Document: This Agreement is the complete understanding of the parties in respect to the subject matter of this Agreement and supersedes all prior agreement relating to the same subject matter.

XIV. Modification: The parties may modify this Agreement only by written instrument signed by each of the parties thereto.

XV. Non-waiver: Failure by either party to enforce a provision of this Agreement shall not constitute a waiver of that or any other provision of the Agreement.

XVI. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

The Group acknowledges these Terms and Conditions by signing below.

Signature of Group Representative