

RONORA LODGE AND RETREAT CENTER, LLC USER GROUP AGREEMENT

NAME OF USER GROUP: _____

TYPE OF ACTIVITY: _____

DATES OF USE: Nights of _____

LOCATION:

RONORA LODGE AND RETREAT CENTER, LLC
9325 Dwight Boyer Road, Watervliet, MI 49098
(269) 463-6315

INTRODUCTION

This agreement sets forth the terms upon which the User Group listed above has agreed to use certain facilities of Ronora Lodge and Retreat Center, LLC in Watervliet, Michigan, on contracted dates of use. Ronora Lodge and Retreat Center, LLC is owned and operated by Ronora Lodge and Retreat Center, LLC. Ronora Lodge and Retreat Center, LLC is a Michigan Limited Liability Company. Throughout this agreement, the terms "Ronora Lodge" or "Lodge" refer to Ronora Lodge and Retreat Center, LLC. The term "User Group" refers to the User Group set forth above.

The members and managers of a Limited Liability Company are not personally liable for the Limited Liability Company debts and obligations. By signing this agreement, the User Group acknowledges and agrees, on behalf of itself and each participant in the activities at Ronora Lodge and Retreat Center, LLC, that it has dealt with all individual representatives of the Lodge (including specifically, Darla J. Leggitt, S. Hunter Leggitt, Jr., Durward J. Gehring, Jessica H. "Ora" Uzel, Audrey A. Schilling, Matthew J. Coleman) solely in their capacities as managers, members and/or employees of Ronora Lodge and Retreat Center, LLC (and/or KOO Properties LLC, the sole member of Ronora Lodge and Retreat Center, LLC), and not in their individual capacities.

BUILDINGS LEASED

The User Group has use of buildings at the Lodge specified in the Transmittal Letter (also referred to as the "Contract") dated _____, which is a part of this Agreement, on the dates set forth above and agrees to pay for rental and other fees listed in the Transmittal Letter.

The lease of any of the buildings of Ronora Lodge and Retreat Center, LLC generally includes the right to use of the Lodge property, including nature trails, recreational and athletic facilities, the swimming area of the lake and the paddle boats (subject to the policy on aquatic activities described below).

AQUATIC ACTIVITIES

Lake Sherwood, which is located on the premises of Ronora Lodge and Retreat Center, LLC, is available for swimming, boating and fishing activities. (For fishing, a Michigan license is required.) All aquatic activities are subject to the Lodge's Regulations for aquatic activities, a copy of which is attached to this agreement.

Ronora Lodge Regulations require that a lifeguard be present for all swimming activities (including snorkeling, etc.) whether recreational or instructional. This is a requirement of the Lodge's insurance coverage as well as its site approval rating from the American Camping Association, and **cannot** be waived for any User Group. No diving is permitted from the pier.

Lifeguards must be provided by the User Group. At least one lifeguard will be present for every 20 participants in each swimming activity, and each lifeguard must have a current certification from the American Red Cross Lifeguard Training or Advanced Lifesaving, as a YMCA Lifeguard, Lifeguard BSA, Royal Lifesaving Bronze Medallion, or equivalent. The User Group also agrees that it will not permit any swimming if lifeguards are not present. In no event shall Ronora Lodge and Retreat Center, LLC have any liability whatsoever resulting from any swimming activity.

In addition to swimming, User Groups may also use the Lodge's paddle boats subject to regulations for aquatic activities. Except with respect to all-adult and family groups, lifeguards must also be present for all boating activities and, if the User Group has agreed to provide its own lifeguards for swimming, it also agrees to provide its own lifeguards for all boating. In no event shall Ronora Lodge and Retreat Center, LLC have any liability whatsoever resulting from use of canoes, rowboats, paddle boats or any other water craft.

MEDICAL CARE AND EMERGENCY TRANSPORTATION

The User Group is responsible for making its own arrangements for medical care and emergency transportation if needed. Each User Group must:

1. Designate at least one member of its staff as responsible for medical care and safety. This person should be identified to the Lodge staff at the beginning of the User Group's use, and should meet with the Lodge staff to familiarize himself/herself with safety requirements and procedures.
2. The User Group must make arrangements to insure that emergency medical transportation is available. In addition to the local ambulance service, the User Group must insure that at least one vehicle is available at all times for transportation to the emergency room of Watervliet Community Hospital, which vehicle will not be used for any other purpose and should remain on Camp Site for the duration of User Group Stay.
3. The User Group is responsible for insuring that at least one person currently certified in CPR and in First Aid by the Red Cross or other appropriate agency is present at the Lodge at all times.
4. The User Group should obtain appropriate health information forms and consents to medical treatment from each participant. This includes emergency consent forms.

PERSONAL PROPERTY

Ronora Lodge shall not be responsible for any personal property of any person participating in user group's activity. While some buildings have locks, in general the Lodge's facilities are not secure for the storage of personal property. Locking valuable in car trunks is encouraged. As described in the Lodge's Policy on Personal Property, firearms, fireworks, drugs, alcohol, illegal feathers and other types of property are not permitted on the Lodge ground. Group is responsible for full compensation for any damages that may be caused by individuals under the influence of controlled substances.

SPECIAL PROVISIONS FOR USE OF KITCHENS

If the User Group will prepare food in any of the Lodge kitchens, the following additional rules apply:

1. The User Group will provide all paper goods, soaps, bleach, napkins, paper cups and plates. Paper towels and toilet tissues will be provided by Ronora Lodge. Groups preparing their own meals will provide their own spices, tea, coffee, and all other food items.
2. Dishes, silverware, and food preparation and services will be washed and rinsed in water at least 100° F, and separately rinsed in water containing bleach or another approved sterilizer. All dishes, silverware and utensils will air dry, and be protected from dust and contamination while drying and between uses.
3. The User Group will use only clean and sanitized utensils and equipment during food preparation, will clean and sanitize all food contact services after each use, and will minimize the time that potentially hazardous foods are kept in the danger zone between 40° F and 140°F. The User Group will be responsible for complying with all food preparation licensing laws and regulations.
4. The User Group will monitor and record refrigerator temperature in accordance with the charts located by each refrigerator, and report to the staff any refrigerator with a temperature that exceeds 40°F.
5. The User Group will sanitize and clean all kitchens between each use, including sweeping and mopping the floor.

REGULATIONS

The User Group will distribute copies of the Lodge's "General and Safety Regulations" to all persons attending and agrees that willful failure by any person to comply with such rules or directives of Ronora Lodge personnel is grounds for expulsion without refund.

SUPERVISION REQUIREMENTS FOR YOUTH GROUPS

If the User Group includes minor children, the User Group must include staff supervisors based upon the number and age of the minors, as follows:

Age of Campers	One supervisor for each of the following number of campers
4-5 years	5
6-8 years	6
9-14 years	8
15-18 years	10

Staff supervisors must be adults over the age of 18 (although 20% may be between 16 and 18), who have the responsibility, authority and training to provide direct supervision. Staff and administrative personnel and campers in leadership training positions are not included. The User Group should also define activities in which a larger number of staff supervisors should be present, including situations in which at least two adults should be present to avoid any possibility of inappropriate sexual conduct (showers, sleeping quarters, etc.)

WAIVER

On behalf of itself, each of its members, each person using any of the facilities of Ronora Lodge as part of its activities, and their heirs, successors, and assigns, the User Group hereby forever waives and releases any claim which it or any of them may have against Ronora Lodge and Retreat Center LLC, KOO Properties LLC, their respective members, managers, employees and agents of its general partners, as a result of any injury or loss of any kind whatsoever occurring during or as a result of such activities unless such injury was either:

1) directly caused by the willful and intentional misconduct of any such person (in which event liability shall be limited to such person) or

2) directly caused by the gross negligence of any such person and was not in any degree caused or contributed to by the negligence or misconduct (including without limitations any violation of any of the regulations of Ronora Lodge and Retreat Center, LLC or disregard of the instructions of any of its personnel) of the person who suffered such injury or loss.

This waiver and release (and all other provisions of this agreement relating to limitation of liability) shall also apply to and inure to the benefit of The Redtail Nature and Historic Preservation Center, a Michigan nonprofit organization; and Camp Rawnora, LLC. This waiver and release is independent of any other waiver or release form that any person may execute, and shall not modify or supersede (or be modified or superseded by) any such other waiver or release.

SIGNATURES

THE FOREGOING TERMS ARE HEREBY AGREED TO BY THE USER GROUP:

GROUP NAME: _____

DATES OF USE: _____

PRINT NAME AND TITLE: _____

SIGNATURE: _____

DATE SIGNED: _____

RONORA LODGE DIRECTOR PRINT NAME AND TITLE: _____

RONORA LODGE DIRECTOR SIGNATURE AND DATE: _____

PLEASE SEND COPY OF SIGNED AGREEMENT AND CHECK MADE PAYABLE TO:

Ronora Lodge and Retreat Center, LLC
P.O. Box 111
Watervliet, Michigan 49098

I acknowledge that I have received and read the following 2 Attachments (please initial):

INITIAL
HERE

1. Ronora Lodge General and Safety Regulations

INITIAL
HERE

2. Ronora Lodge Adult and Child Waiver Forms