



Mendocino Woodlands

Mendocino Woodlands Camp Association
PO Box 267
Mendocino, CA 95460

September 12, 2024

You have indicated a desire to participate in the Mendocino Woodlands MOSS Program during the 2024 - 2025 School year. To finalize the arrangements please complete the following items on the enclosed contracts and rules agreement:

1. Study the contract to ensure its accuracy and contact us immediately concerning any discrepancies or concerns.
2. Print two copies, sign and initial both contracts.
3. Mail the reservation fee (Payable to MWCA) and one copy of the contract to the Mendocino Woodlands office. Keep a copy of the contract for your records.

Note: The signed contract and 20% deposit are due before **Oct. 15th, 2024** and will hold a group's chosen week on the calendar. The user group will receive an invoice in January from the MWCA bookkeeper for final payment which is due **February 15th, 2025**.

Common Teacher Questions:

What happens if we have students sign up last minute?

Once approved, a new invoice will be made out for your school for the additional students.

What happens if we have a student that paid, but decides not to attend?

The number of students may be revised before the final invoice and payment which is due: February 15, 2025. **There are no refunds.**

What happens if we need to cancel after the final payment is made?

The Woodlands will work with you to find new dates. This is a one-time rescheduling offer.

We look forward to sharing the Woodlands with you and your school community. If you have any questions, please do not hesitate to call or write.

With Warm Regards,
Jeanne Coleman Smith
MOSS Program Director
Education@MendocinoWoodlands.org



MOSS Provides:

On-site program
Lodging and Food
Teacher/Naturalist staff
Training for cabin leaders

School Provides:

One teacher per class
Cabin leaders (1 adult per 8 Students)
Transportation to and from MOSS
Medical & liability insurance coverage
for participants

Deposit & Contract

Deposit Due: October 15th, 2024

Full Amount: \$17,250.00

20% Deposit: \$3,450.00

Fee per participant: \$345

Number participants: 50

Grade: 6th

On-site dates: 4/7 – 4/10/25

Balance of Payment

Payment Due: February 15th, 2025

Full Amount: \$17,250.00

Deposit Amount: \$3,450.00

Balance: \$13,800.00

Authorized School Personnel (print)

MOSS/Date

Mendocino Woodlands Camp Assoc.
PO Box 267
Mendocino, CA 95460

Authorized School Signature/ Date

Proctor Terrace School
1711 Bryden Lane
Santa Rosa, CA 95401

RECITALS

1. Mendocino Woodlands Camp Association (“MWCA”) leases a group camping facility known as the Mendocino Woodlands Camps One, Two and Three (“Woodlands”) from the State of California Department of Parks and Recreation. (Collectively “MWCA/Woodlands”).
2. Under the terms of MWCA's lease with the State, MWCA rents the Woodlands for group camps and environmental study.
3. Occupant desires to participate in MWCA/Woodlands’ Mendocino Outdoor Science School, (“MOSS”) program.

ACKNOWLEDGMENTS: NECESSITY OF COVID-19 RELEASE OF LIABILITY

1. Occupant and MWCA/Woodlands acknowledge the existence of COVID-19 health and safety regulations, procedures, precautions, and concerns;
2. Occupant and MWCA/Woodlands acknowledge that an inherent risk of exposure to COVID-19 exists in any public place where people are present, including during the course of the MOSS program. COVID-19 is an extremely contagious disease that can lead to severe illness and death. Occupant and MWCA/Woodlands acknowledge awareness of the COVID-19’s ability to be transferred from person-to-person contact. We also acknowledge awareness that any person may carry the virus and be asymptomatic;
3. Neither Occupant nor MWCA/Woodlands can guarantee that we or our guests, students, contractors, vendors, and employees can avoid COVID-19;
4. In order to lessen the inherent risk of COVID-19, Occupant and MWCA/Woodlands agree to comply with all applicable State and local laws and guidelines in regard to COVID-19, including but not limited to guidelines and recommendations from the CDC, OSHA, the State of California, and Mendocino County. These guidelines may include requirements for facial coverings and physical distancing protocols before, during and after the MOSS program;
5. Occupants agree that Occupants’ guests, students, contractors, and vendors will likewise comply with all applicable State and local laws and guidelines in regard to COVID-19.

The following Release of Liability is in recognition of these acknowledgments.

Release of Liability

The individuals named below (jointly referred to as “**Occupant**” or “**Occupants**”) are renting their facilities for educational programs, as identified on Page 1 of this document. Occupants are hiring MWCA, a group camping facility known as the Mendocino Woodlands Camps One, Two and Three (“**MWCA/Woodlands**”). Occupant desires to participate in MWCA/Woodlands’ Mendocino Outdoor Science School, (“MOSS”) program. In consideration of the value that Occupants will gain by participating in the MOSS program, recognition of MWCA/Woodlands’ reliance hereon, Occupant agrees to all the terms and conditions set forth in this document (this “**Release**”).

1. **Assumption of Risk**. Occupants are aware of and understand the highly contagious nature of COVID-19, its ability to easily be transferred from person to person, and the fact that an individual may be infected with COVID-19 and be asymptomatic. Occupants understand, acknowledge and voluntarily assume the risk that Occupants (or Occupant's agents, employees, contractors, invitees, and guests) may be exposed to or infected by COVID-19 by attending MOSS and that such exposure or infection may result in injury, illness, disability, and death. Occupants acknowledge that these risks may result from or be compounded by the acts or omissions of others, including MWCA/Woodlands. Occupants understand that (a) MWCA/Woodlands cannot guarantee that Occupant will not become infected with COVID-19, and (b) due to Occupant's attendance at the MOSS program, Occupants are increasing their risk of contracting COVID-19. Notwithstanding these risks, Occupants acknowledge that Occupants are voluntarily attending the MOSS program with knowledge of the dangers involved. Occupants hereby agree to accept and assume all risks of injury, illness, disability, or death arising from Occupant's attendance of the MOSS program, whether caused by the ordinary negligence of MWCA/Woodlands or otherwise.

2. **Waiver**. Occupant hereby expressly waives and releases any and all claims, now known or hereafter known, against MWCA/Woodlands' officers, members, directors, managers, agents, employees, contractors, affiliates, successors, and assigns (collectively, the "**Releasees**"), on account of injury, illness, disability, or death arising out of or attributable to Occupants' attendance of the MOSS program, whether arising out of the ordinary negligence of MWCA/Woodlands or any Releasee or otherwise. Occupant covenants not to make or bring any such claim against MWCA/Woodlands or any Releasee, and forever releases and discharges MWCA/Woodlands and all Releasees from liability under such claims. Occupants are aware and agree that this waiver and release includes any claims based on the acts or omissions of MWCA/Woodlands or any Releasee, whether a COVID-19 infection occurs before, during, or after attendance at the MOSS program.

3. **Indemnification and Hold Harmless**. Occupants shall indemnify and hold harmless MWCA/Woodlands and the Releasees from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, arising out of or resulting from (a) an infection or exposure to COVID-19 by Occupants or Occupants' agents, employees, contractors, invitees, or guests, or (b) the Services at the MOSS program.

4. **Indemnification and Hold Harmless: INDEMNIFICATION BY DISTRICT: The Santa Rosa City School District**, a governmental entity and a political subdivision of the State of California, its State Administrator, Board, officers, directors, agents and employees, (hereinafter "District") agrees to indemnify, hold harmless, defend and protect MWCA/Woodlands and its officers, directors, agents and employees (each officer, director, agent and employee of which is an indemnitee) from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses, including attorneys' fees and costs of investigation, penalties, judgments or obligations whatsoever for, or in connection with, injury (including death) or damage to any person or property to whomsoever belonging or pecuniary or monetary loss resulting from, arising out of, or in any way related to the negligence or willful misconduct of the District, unless the injury or damage resulted from the negligence or the willful misconduct of MWCA/Woodlands, in which case liability will be apportioned according to fault. It is expressly understood that any express or implied agreement by the District to indemnify, hold harmless, or defend MWCA/Woodlands is (i) subject to the official policies and procedures adopted by the Board of Education of the District ("Board"), and (ii) will not be afforded unless, shown to be caused by the negligence or willful misconduct of the District. Further, it is expressly understood between the parties that nothing herein is intended to bar any defense or immunity made available to the District by statute or otherwise, and that any right to indemnification of the MWCA/Woodlands by the District requires a showing of direct liability to a third party by the District.

5. **Indemnification and Hold Harmless: INDEMNIFICATION BY MWCA/Woodlands:**

MWCA/Woodlands agrees to indemnify, hold harmless, defend and protect the District (each State Administrator, Board, officer, director, agent or employee of which is an indemnitee) from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses, including attorneys' fees and costs of investigation, penalties, judgments or obligations whatsoever for, or in connection with, injury (including death) or damage to any person or property to whomsoever belonging or pecuniary or monetary loss resulting from, arising out of, or in any way related to the negligence or willful misconduct of MWCA/Woodlands, unless the injury or damage resulted from the negligence or willful misconduct of the District, in which case liability will be apportioned according to fault. It is expressly understood that any express or implied agreement by MWCA/Woodlands to indemnify, hold harmless, or defend the District is (i) subject to the official policies and procedures adopted by MWCA/Woodlands, and (ii) will not be afforded unless shown to be caused by the negligence or willful misconduct of MWCA/Woodlands, its officers, directors, agents or employees. Further, it is expressly understood between the parties that nothing herein is intended to bar any defense or immunity made available to MWCA/Woodlands by statute or otherwise, and that any right to indemnification of the District by MWCA/Woodlands requires a showing of direct liability to a third party by MWCA/Woodlands.

6. **Health Condition.** Occupants confirm that as of the date of this Release, Occupants are not experiencing symptoms of COVID-19, do not have a confirmed or suspected case of COVID-19, and have not come in contact in the last fourteen (14) days with a person who has been confirmed to have or is suspected of having COVID-19. Occupants will comply with all federal, state, and local laws, orders, directives, and guidelines related to COVID-19 while at MOSS, including, without limitation, requirements related to hand sanitation, social distancing, and use of face coverings and safety equipment. Occupants will also follow all instructions, recommendations, and cautions of MWCA/Woodlands at all times during MOSS.

7. **Force Majeure.** MWCA/Woodlands shall not be liable for any damage in the event that performance shall be delayed or prevented by fire, flood, riot, strike, labor dispute, pandemic, governmental actions, or act of God, or other event outside the reasonable control of MWCA/Woodlands. MWCA/Woodlands will make best efforts to advise Occupants, in writing, of any pending or known Force Majeure actions in a timely manner.

8. **Safe Working Environment.** All MWCA/Woodlands team members are entitled to a Safe Working Environment. If Occupants or Occupants' guests are engaging in any action or behavior that is illegal under local, State or Federal statute, order or guideline, MWCA/Woodlands reserves the right to remove any and/or all team members from an unsafe or illegal environment at our sole discretion. Such removal will not constitute breach of any Agreement(s) herein or implied and no monetary obligations or damages will be incurred against MWCA/Woodlands in connection with such removal.

8. **Entire Agreement.** This Release contains the entire agreement between MWCA/Woodlands and Occupants with respect to the subject matter contained herein, and this Release supersedes any prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any provision of this Release shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Release is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. This Release shall be governed by the laws of the State of California, and any disputes arising from it must be handled exclusively in the federal and state courts located in County of Mendocino. This Release is binding on Occupants and Occupants' successors and assigns and shall inure to the benefit of MWCA/Woodlands and the Releasees.

NOW THEREFORE, the parties hereto agree as follows:

1. Agrees to Rent: Occupant agrees to participate in the Mendocino Woodlands MOSS program for the days and fees designated on page 1 of this contract, as well as any charges due, as a result of a violation of MWCA camp rules.

2. Payment of Fees: Occupant agrees to pay to MWCA/Woodlands, as rental and other charges for the use and occupancy of the camp at the times and in the manner hereinafter provided:

A. Reservation Fee: Upon the execution of this agreement, an amount equal to 20% of the total rental fee. The reservation fee is an administrative cost and is non-refundable under any circumstance.

B. Full Payment: Full payment will be due on or before the date listed on page one (1) of this contract. This advance payment is not refundable. If MWCA/Woodlands is notified of cancellation in writing 60 days prior to the scheduled camp date, advance payments will be applied toward a one-time re-scheduled date. In the event of a catastrophic natural disaster which renders Mendocino Woodlands State Park unusable, all payments including the reservation fee will be applied toward a one-time re-scheduled date. Any additional students above the contracted amount must be authorized by MWCA and will be invoiced accordingly.

C. Other Camp Charges: Occupant agrees to pay for any and all costs associated with any and all damages to Woodlands caused by Occupant. These charges will be due thirty days (30) upon receipt.

MWCA/Woodlands _____ Occupant _____

3. Possession and Use: MWCA/Woodlands shall be used during the terms of this Agreement solely and only for the purpose of conducting organized non-profit group camping, outdoor recreation, and conservation education without regard to race, color, creed, sex or national origin. Occupant agrees to conduct activities in accordance with the MWCA/Woodlands Camp Rules Agreement and all governmental laws, ordinances, and regulations and the minimum standards for resident camps of the American Camping Association.

4. Condition of Woodlands: MWCA represents that the Woodlands will be in fit condition for use as a camping facility, and Occupant hereby agrees to advise MWCA immediately upon taking possession of defects or deficiencies in the camp or personal property provided.

5. Waste, Nuisance and Unlawful Use: Occupant shall not commit, or allow to be committed, any waste or nuisance or allow the campsite to be used for an unlawful purpose. No person shall willfully or negligently pick, dig up, cut, mutilate, destroy, injure, disturb, move, molest, burn or carry away any trees or plant or portion thereof, including but not limited to leaf mold, mushrooms, flowers, foliage, berries, fruit, grass, turf, humus, shrubs or cones. Occupant agrees to preserve and protect all property, wildlife and other natural or man-made elements of the Woodlands environment from removal, vandalism, fire or other damage.

6. Alterations: Occupant agrees not to make or allow any alterations to be made to the Woodlands without the prior written permission of MWCA/Woodlands.

7. Assignment and Sublease: Occupant agrees not to transfer, assign, sublet, enter into a license, or concession agreement concerning MWCA/Woodlands.

8. Liquidated Damages. BY SEPARATELY INITIALLING THIS PARAGRAPH, THE PARTIES

ACKNOWLEDGE THAT A BREACH OF THIS AGREEMENT BY OCCUPANT WILL RESULT IN SUBSTANTIAL DAMAGES TO MWCA/WOODLANDS IN AN AMOUNT WHICH IS DIFFICULT TO PREDICT AT THE TIME OF THIS AGREEMENT. THEREFORE, THE PARTIES AGREE THAT 50% OF THE "ESTIMATED TOTAL FEE" SHOWN ON PAGE 1 OF THIS MOSS CONTRACT IS A FAIR AND REASONABLE ESTIMATE OF THE DAMAGES THAT WOULD BE SUFFERED BY MWCA AS A RESULT OF OCCUPANT'S FAILURE TO OCCUPY THE WOODLANDS AS AGREED.

MWCA/Woodlands _____ OCCUPANT _____

9. Waiver of Tenant Protections: Occupant acknowledges that the California Civil Code gives tenants the right to demand that rental housing meet certain standards for tenancy and grants tenants certain remedies. MWCA and Occupant are of the opinion that the tenant provisions in the Civil Code do not pertain to the Mendocino Woodlands. In the event that such provisions in the future be held to apply to the Mendocino Woodlands, Occupant specifically waives any and all protections of California Civil Code sections 1941 and 1942.

10. Notices and Demands: Occupant and MWCA/Woodlands agree that all notices and demands are to be in writing and served, postage prepaid, on the parties at the addresses specified on this MOSS Contract, page 1.

11. Agreement Binding on Occupant, Occupant's Guests, Members, and Representatives: The parties hereto agree that all the provisions of this Agreement shall be binding on Occupant, the Occupant's guests, membership, and representatives, as well as the aforementioned persons' respective heirs, legal representatives, successors and assigns.

12. LIABILITY & CANCELATION INSURANCE: The Occupant shall provide proof of liability insurance, prior to coming to camp, for not less than \$1,000,000. Mendocino Woodlands shall be listed as an additional insured. Each group is encouraged to procure event cancelation insurance to cover their own potential losses.

13. Occupancy Agreement Approval. It is understood by MWCA/Woodlands and Occupant that this Agreement is subject to the approval of the State of California Department of Parks and Recreation.

BY SIGNING, OCCUPANTS ACKNOWLEDGE THAT OCCUPANTS HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS CONTRACT AND THAT CLIENTS ARE VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE MWCA.

Authorized School Signature

Date: _____

MWCA:

**JEANNE COLEMAN SMITH
On Behalf of MWCA/Woodlands**

Date: _____