

CAMP OAKLEY, LLC

USE AND HOLD HARMLESS AGREEMENT

The Undersigned, as an entity sponsoring an “Activity” on the “Premises” (as both terms are defined below), in consideration of being allowed temporarily to use the Premises identified below, does hereby agree as follows:

1. Indemnification. The Undersigned hereby agrees to indemnify, defend and hold Camp Oakley, LLC, a Utah limited liability company (“Camp Oakley”), its affiliate organizations and/or entities (including specifically, JKS Family Foundation, a Utah nonprofit corporation), and its/their officers, agents, employees, representatives, members, patrons, guests and invitees (collectively, the “Camp Oakley Parties”) harmless from and against any and all loss of damage resulting in any way, directly or indirectly, from use by the Undersigned of the Premises, the condition of the Premises and/or the ordinary negligence of the Camp Oakley Parties.
2. Insurance. The Undersigned shall maintain a general liability insurance policy (coverage against personal injury and property damage liability) acceptable to Camp Oakley, and to which Camp Oakley has been named as an additional insured, applicable to the Premises and the activities of the Undersigned thereon. A combined single limit of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate, bodily injury and property damage liability shall apply, and must have coverage against all risks (including fire, casualty, vandalism and malicious mischief) acceptable to Camp Oakley.

_____ [Initial if Applicable] [In the case of any group or organization that intends to use the Premises on multiple occasions, the Undersigned agrees to name Camp Oakley as an additional insured and to provide a copy of the same to Camp Oakley for the time in which the Undersigned shall occupy the Premises. The property insurance shall contain a *no subrogation* clause acceptable to Camp Oakley. The Undersigned shall maintain such liability and hazard insurance coverage during the term of this agreement and shall furnish Camp Oakley with a certificate of insurance evidencing such insurance and providing Camp Oakley with 30 days prior notice of any cancellation or material change in the policy(ies).]

3. Premises. The “Premises” comprise that certain fenced camp property located at the intersection of Weber Canyon Road and South Fork Road commonly known as Camp Oakley. The Premises does not specifically include the adjoining wilderness and recreational properties outside the designated camping area.

Camp Oakley makes no representations as to the condition of the Premises or the fitness of the Premises for any particular purpose. The Undersigned hereby accepts the Premises in their “as-is,” “where-is” condition “with all faults.” The Undersigned assumes and accepts, to the fullest extent permitted by law, all risks of injury to itself and its guests, invitees, and licensees, whether to person or property, including but not limited to any injuries caused by the use of the Premises (or any adjoining or surrounding areas) by the Undersigned, its guest

and invitees, the condition of the Premises and the ordinary negligence of the Camp Oakley Parties.

Furthermore, the Undersigned acknowledges that Camp Oakley makes the Premises available for use by religious organizations and other charitable organizations interested in outdoor experiences, including, overnight camping. However, currently Camp Oakley does not supervise or maintain any staff at the Premises while such other groups utilize the Premises. Therefore, the Undersigned bears sole responsibility for its use and that of its employees, volunteers, participants, guests and invitees.

Finally, the Undersigned acknowledges that the Premises do not include any property located outside of the camp area, even if such property is owned by Camp Oakley and/or the Camp Oakley Properties. Accordingly, the Undersigned acknowledges and agrees that, pursuant to Section 57-14-1, et. seq. of the Utah Code Annotated, and the fullest extent allowed therein, the Camp Oakley Parties shall bear no financial liability for any use by the Undersigned, its employees, volunteers, participants, guests and invitees of such adjoining and surrounding properties. The Camp Oakley Parties make no representations or assurances that such properties are safe for any purpose, nor do they confer upon the Undersigned, its employees, volunteers, participants, guests and invitees the legal status of an invitee or licensee with respect to such adjoining or surrounding properties.

4. Activity Date(s) and Term: _____, 20____.

5. Time: Beginning _____am/pm End _____am/pm

6. Description of Activity:

7. Permitted Term. The Undersigned shall be permitted to use the Premises for the period of its Activity and such permission shall immediately terminate at the end of such Activity.

8. Clean-up. The Undersigned acknowledges that Camp Oakley is not profiting from the Undersigned's use of the Premises but merely accommodating such use for the benefit of the community. The Undersigned will leave the Premises and surrounding Camp Oakley property in as good repair and cleanly condition as when it first entered thereon, normal wear and tear excepted.

9. Restrictions on Use and Oversight of Minors. Only the Premises will be used by the Undersigned and the Undersigned will use reasonable efforts to avoid entering upon adjoining areas or interfering with the concurrent access to and use of the remainder of the Camp Oakley property by the Camp Oakley Parties. No vehicles larger or heavier than nine passenger automobiles will be brought onto the Camp Oakley property. If the Activity

includes staying overnight for one or more nights on the Premises, the Undersigned agrees to use only designated camping areas.

If youth or minors are to be involved in the above described Activity on the Premises, the Undersigned agrees that they shall be properly and adequately supervised by sufficient numbers of responsible adults.

10. Compliance with Applicable Law, Rules and Standards of Conduct. The Undersigned will use the Premises in strict compliance with all laws, ordinances, rules and regulations applicable to the Camp Oakley property and/or the Activity described above. The Undersigned expressly acknowledges that the Camp Oakley Parties espouse strict health and moral standards and maintain certain rules relating to the use of the Premises (collectively “Rules and Standards”) and that any conduct on the Camp Oakley property not in conformity with such Rules and Standards may cause harm to property or persons and may reflect negatively on the Camp Oakley Parties and potentially damage their reputation and good will. Therefore, the Undersigned will cause its employees, volunteers, participants, guests and invitees to obey the Rules and Standards and to refrain from any conduct, while occupying the Premises, contrary to Camp Oakley’s Rules and Standards as they may be explained to the Undersigned’s personnel from time to time by Camp Oakley or its representatives. Without limitation, the Rules and Standards proscribe certain activities and prohibit use of profane, foul, obscene, or abusive language; the use or possession of alcoholic beverages, tobacco products; any immoral, immodest or indecent dress, behavior, conduct or action; gambling; and illegal manufacture, sale, purchase, possession, or consumption of any drug.

Executed this _____ day of _____, 20____.

UNDERSIGNED:

By: _____

Print Name: _____

Its: _____

CAMP OAKLEY, LLC

By: _____

Print Name: _____

Its: Authorized Representative