
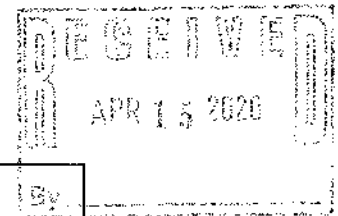


MEMORANDUM

TO: School Committee
FROM:  Mr. Zinni
DATE: March 3, 2021
RE: HS Overnight Field Trip - Band Camp

Recommendations:

1. To approve the attendance of King Philip Regional High School Marching Band students to attend Camp Winadu, located in Pittsfield, MA from August 20-26, 2021, according to Policy JJH and IJOA, as presented.
2. To approve the Facility Use Agreement between King Philip Regional School District and Lakeside Retreats - Camp Winadu for attendance of the KPRHS Marching Band from August 20-26, 2021.
3. To approve the Pool/Lake Use Agreement between King Philip Regional School District and Lakeside Retreats - Camp Winadu for attendance of the KPRHS Marching Band from August 20-26, 2021.



**KING PHILIP REGIONAL SCHOOL DISTRICT
OVERNIGHT FIELD TRIP REQUEST FORM**

Date of Request	4.13.21
School Organization (class/club/grade)	KP MARCHING BAND
Destination (City/State/Lodging)	CAMP WINADU, PITTSFIELD, MA
Purpose/Objective(s) of Trip	MARCHING BANDS CAMP
Teacher(s) in charge	MICHAEL KEOVET
Mode of Transportation/Company	SCHOOL BUS
Departure: date/time/arrival time/place	AUGUST 20, 2021 @ 8 AM
Return: date/time/arrival time/place	AUGUST 20, 2021 @ 6 PM
Lodging: (name and location)	CAMP WINADU, PITTSFIELD, MA
Number of students	~ 75
Names of chaperones (Please note: All Chaperones need to have current CORI on file with KPRSD*).	~ 10
Student:chaperone ratio	7.5/1
Cost Per Student	\$475
Funding Source(s)	FAMILIES. FINANCIAL ASSISTANCE AVAILABLE FROM KPMA.

Has trip occurred previously? If so, describe.

YES. ANNUALLY.

*All CORI forms need to be completed in person at the Superintendent's office with a photo I.D. (Chaperones may be required to be fingerprinted per policy ADDA.)

*All travel requests must be received in the Superintendent's Office at least ten (10) days prior to a regular school committee meeting. Meeting dates are posted on the website.

*One request per form, please.

*You may attach any additional information you think will be relevant.

*Even if there is no cost to the district or student, ALL costs of the trip (transportation, lodging, mileage, meals, etc.) should be listed under the cost section.

Principal's signature: [Signature] Date: 4/13/21

Approval: Yes [checked] No

Superintendent's signature: [Signature] Date: 4-28-21

Approval: Yes [checked] No

School Committee Approval: Yes: No: Date:

LAKESIDE RETREATS FACILITY USE AGREEMENT *Continued*

15. Other Services Provided by Lakeside Retreats: The On-Site Coordinator will be available to meet the needs of the Group. The On-Site Coordinator will use his or her best efforts to accommodate the reasonable requests of the Group. At the Group's request, the On-Site Coordinator will provide an introductory walk through/orientation. Security procedures will be described during the walk through, if any.
16. Indemnification: King Phillip Regional High School Marching Band (the "Group") shall indemnify, defend and hold harmless Lakeside Retreats, LLC ("Lakeside Retreats"), WINADU Real Estate Co., LLC (the owner of the WINADU facility (the "Facility")), WINADU Operating Co., LLC (the operator of the Facility) and their parent companies, CampGroup LLC and CG IX ("Parent Companies"), along with their members, managers, officers, directors, employees, staff and volunteers (each an "Indemnified Party") from and against all costs, losses, damages, liabilities and expenses (including reasonable attorneys' fees), arising out of or based upon: (a) the operation of the Facility by the Group, (b) damage to property or injury to persons occurring on or about the Facility during the Group's rental of the Facility (the "Term"), (c) the breach or default by the Group or its shareholders, members, partners, managers, officers, employees, staff members, volunteers, participants or guests (each a "User") under any provision of this Facility Use Agreement (the "Agreement"), (d) the negligence or intentional misconduct of the Group or any User, and/or any violation of any rules, regulations and safety standards. In the event that one or more Indemnified Parties is a party to any litigation or other action, by, against or concerning the Group or any User, the Group shall indemnify, defend, protect and hold the Indemnified Parties from same and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by any Indemnified Party in connection with such litigation or other action. Group represents that it has advised all Users of the terms of this Agreement.
17. Damage to Property: The Group shall permit no act or practice which may tend to injure the Facility or its equipment or to be a nuisance to the Facility's neighbors, and shall comply with all rules and regulations for the use and occupancy of the Facility as Lakeside Retreats shall promulgate from time to time for the proper and efficient operation of the Facility. The Group agrees to pay for any loss or damage to the Facility or its equipment during the Term.
18. Accident Reporting: The Group agrees to immediately report any accident, injury or property damage to the On-Site Coordinator designated by Lakeside Retreats (the "On-Site Coordinator"). If a hazardous or dangerous situation exists at the Facility, a representative of the Group will immediately notify the On-Site Coordinator.
19. Proof of Insurance: On or before JUNE 1ST, 2021, the Group will provide a Certificate of Insurance from the Group's insurance company naming WINADU Real Estate Co., LLC, WINADU Operating Co., LLC, CampGroup, LLC, CG IX and Lakeside Retreats, LLC, as additional insureds. The insurance policy shall be a Commercial General Liability policy, Occurrence Form, providing coverage for bodily injury or property damage in the amount of not less than \$1 million per occurrence. Failure to provide the certificate in a timely manner will constitute a default by the Group under this Agreement and will result in forfeiture of any payments by the Group to the date of the default, with all other rights and remedies of each Indemnified Party reserved.
20. Emergency Response: At all times, the Group shall keep on hand at the Facility: (1) a vehicle in good working order for emergency transportation to a hospital or other medical facility; (2) emergency contact numbers and directions to the nearest emergency response services, provided by Lakeside Retreats; (3) first aid supplies provided by the Group, in addition to the basic first aid kit stored at the Facility's Health Center (which the Group may also use); and (4) emergency personnel certified by a nationally recognized provider in administering both CPR, First Aid and AED. Except as expressly agreed in writing, Lakeside Retreats personnel will not administer first aid of any kind.
21. Health Information: The Group is hereby advised that it should maintain and make available to Lakeside Retreats, upon request, a list containing: (1) the full name and home address of each participant at the event, (2) emergency names and contact numbers for each participant, (3) a listing of any participants with known allergies or health conditions requiring treatment, restriction or other accommodation while on site, and (4) for minors without a parent on site, a signed permission to seek emergency medical treatment or a signed religious waiver.

The Group is advised to store all medication (both prescription and non-prescription) in a locked container at all times except when in the controlled possession of the person responsible for administering such medication. Lakeside Retreats will, upon request, make such storage available to the Group and may request that the group demonstrate that all medication has been properly stored as outlined above.
22. Safety and Standards: The Group will receive a written or verbal Safety Orientation and will be responsible to relay the information conveyed to all Group staff, participants and guests. Lakeside Retreats is a member of the American Camp Association ("ACA") and is required to comply with all ACA standards of conduct and operation. The Group shall abide by such standards, and the Group's failure to comply with them may, at the discretion of Lakeside Retreats, result in immediate termination of the Group's stay and forfeiture of all payments to Lakeside Retreats. A copy of the ACA Standards will be maintained at the Facility and provided to the Group on request.
23. Compliance With Rules and Regulations: All Group participants and Users must adhere to all rules and regulations related to Lakeside Retreats and/or the Facility. The Group's Users, which includes staff members, participants and guests, will conform to all directives of Lakeside Retreats' On-Site Coordinator and staff members. Failure to do so will constitute a material breach of this Agreement and will result in immediate termination of the program and forfeiture of all payments made to date.



LAKESIDE RETREATS FACILITY USE AGREEMENT *Continued*

24. Smoking, Vaping Alcoholic Beverages, Marijuana and Illegal Drugs Not Permitted: Smoking, vaping, marijuana in any form, and illegal drugs are not permitted at the Facility. Except as otherwise agreed in writing, alcoholic beverages are not permitted at the Facility. If smoking, vaping, unauthorized alcoholic beverages, marijuana in any form, or illegal drugs are found in the possession of a User, the On-Site Coordinator and the Facility's staff shall have the right to immediately terminate the Agreement, to require the Group to immediately vacate the Facility and to cause the Group to forfeit all payments to date or to take such other actions as they may deem appropriate.
25. Supervision: The Group will be required to maintain the following supervision ratios while at the Facility.

AGE GROUP	NUMBER OF STAFF	NUMBER OF PARTICIPANTS
4-5 years	1	5
6-8 years	1	6
9-14 years	1	8
15-18 years	1	10

At least 80% of the supervisory staff must be at least 18 years of age. (100% if the Group is serving participants with special needs). The Group's participants will be supervised at all times by the Group's staff.

26. Non-Binding Advice: The advice below is provided to assist the Group in preparing for emergencies or unexpected circumstances. Lakeside Retreats urges the Group follow this advice, but adherence is not a requirement of this Agreement. As a general good practice Group leaders should compile and keep on hand the following information: 1. Names and addresses of all participants. 2. Emergency Contact names and numbers. 3. Listing of any persons with known allergies or health conditions requiring treatment, restriction, or other accommodation while on site. 4. For Minors without a parent on site, a signed "Permission To Seek Emergency Treatment" or a signed "Religious Waiver". The Group is advised to employ appropriate policies for screening all Group staff who have responsibility for overseeing, instructing or supervising or who have access to Group participants, particularly Group participants who are under the age of 18.
27. Entire Agreement: This Agreement, together with the attachments hereto, if any, constitutes the entire agreement of the parties and will not be modified except in a writing signed by the party against whom the modification is sought to be enforced.
28. Binding Nature of Agreement: The persons signing below on behalf of Lakeside Retreats and of the Group represent and agree that they have legal authority to bind Lakeside Retreats and the Group, respectively, and that, should it subsequently be determined that they do not have such authority, then such person will be personally responsible for any liabilities or obligations arising out of this Agreement.
29. Miscellaneous: This Agreement may be executed by facsimile, by scanned e-mail signature and in counterparts. Any claim or dispute asserted against an Indemnified Party shall be resolved under the laws of the state of MASSACHUSETTS, without regard to conflict of law rules, and shall be brought and maintained exclusively in the state Courts of the state of MASSACHUSETTS located in BERKSHIRE County and no other courts. Group and each User submits to the jurisdiction of such courts and waives the right to contest jurisdiction or seek removal of any proceeding brought or maintained therein.
30. Waiver: No waiver of any breach of any provision of this Agreement shall constitute a waiver of any other breach of that or any other provision hereof.
31. Severability: If any provision of this Agreement shall be deemed invalid or unenforceable, the balance of this Agreement shall remain in effect, and if any provision shall be deemed inapplicable to any person or circumstances, it shall nevertheless be construed to apply to all other persons and circumstances.

You should carefully read all terms and conditions listed on all pages of this agreement before signing.

I HAVE READ AND AGREE, ON BEHALF OF THE GROUP, TO COMPLY WITH ALL TERMS LISTED IN THIS AGREEMENT AS WELL AS IN ANY ACCOMPANYING DOCUMENTATION.

Lakeside Retreats Representative _____ Date _____

Name of Group _____ Date _____

Group Authorized Representative Paul A. Zinni Print Name PAUL A. ZINNI
SUPERINTENDENT OF SCHOOLS





POOL/LAKE USE AGREEMENT

If your Group is using the Pool or Lake at the Facility, you must complete and sign this Agreement. The Group and its staff members, participants and guests are responsible to understand all rules and guidelines in this Use Agreement. Groups may not access the pool or lake before 8:00 am or after 6:00 pm. There shall be no use of any swimming facilities other than during the agreed upon schedule, and only when a certified lifeguard, provided by the camp, is on duty.

1. Name of Group King Philip Regional High School Marching Band
2. Parties: Lakeside Retreats and King Philip Regional High School Marching Band
3. Name of Facility CAMP WINADU
4. Cost of Pool/Lake \$ INCLUDED IN PRICE OF RENTAL
5. Lifeguards: The cost of Lifeguards shall be included as part of the Facilities Use Agreement. Each Lifeguard shall be certified and meet all requirement described in the standards of the American Camp Association ("ACA"). A copy of the ACA Standards will be supplied to the Group upon request. A copy of the ACA pool and swimming standards is attached hereto and incorporated by reference herein.
6. The On-Site Coordinator and other representatives of Lakeside Retreats shall have the right to be present or visit the Pool during the rental period to make sure that all pool/lake rules and policies are being followed. If during such a visit any rules violation is found, Lakeside Retreats may enforce the rules or terminate the Group's use of the Facility in which case the Group will forfeit any payments made to date.
7. The On-Site Coordinator will have the right to cancel the Group's use of the Pool or Lake, if he determines, in his sole discretion, that use thereof would present any undue danger or risk (e.g. lightning).
8. A Group staff member shall always be present at the pool or lake while in use by the Group. The Group's staff member, not the Lifeguard or Lakeside Retreats, will be responsible to supervise the Group at the pool or lake.
9. To the fullest extent permitted by law, the Group (as defined in Paragraph 1) shall indemnify, defend and hold harmless Lakeside Retreats, LLC ("Lakeside Retreats"), WINADU Real Estate Co., LLC, WINADU Operating Co., LLC and CampGroup LLC, CG IX, and each of their respective affiliated entities, members, managers, officers, directors, employees, staff and volunteers (each an "Indemnified Party") as prescribed by paragraph 16 of the Facility Use Agreement.

I HAVE FULLY READ AND AGREE TO COMPLY WITH ALL RULES AND REGULATIONS RELATING TO THE POOL(S) AND/OR LAKE AT THE FACILITY INCLUDING THE ACA STANDARDS ATTACHED HERETO AND INCLUDING ANY RULES OR REGULATIONS PROVIDED TO THE GROUP BY LAKESIDE RETREATS OR POSTED AT THE LAKE OR AT THE POOL(S).

Lakeside Retreats Representative _____ Date _____

Name of Group _____ Date _____

Group Authorized Representative *Paul J. Zinni* Print Name PAUL A. ZINNI
SUPERINTENDENT OF SCHOOLS