Picnics
at Camp America Day Camp

341 Lower State Road, Chalfont, PA 18914
Phone: (215) 822-6313
Website: www.camp-america.com
Email: wearecampamerica@gmail.com

Date: **November 6, 2026**
School Name and District: **Keith Valley Middle School – Hatboro Horsham School District**
Address: **227 Meetinghouse Road, Horsham, PA 19044**
School Representative: **Heather Elvidge**
Representative Email: **Helvidge@hatboro-horsham.org**
School Phone Number: **215-420-5194**
Emergency number for day of event: **267-271-5277**
Date of Event: **6/4/2027** Final count due date: **5/21/2027**
Final payment due date: **6/2/2027**

Whereas "Hatboro-Horsham School District" wishes to rent from Camp America, Inc. ("Camp America"), the premises known as Camp America Day Camp for a picnic to be held by the Keith Valley Middle School on June 4, 2027 (the "Event"), in consideration of the following acts by the two parties and intending to be legal bound, it is agreed as follows:

1. Camp America allows "Hatboro-Horsham School District" the use of its grounds limited to and including: pools with lifeguards, (number of pools is dependent on number of attendees,) recreational fields (soccer and softball), tennis courts, basketball courts, volleyball courts, gaga courts, playground areas, lake area with boats, outdoor picnic area, designated changing rooms and bathroom facilities. Balls, bats, etc. will be lent at no extra charge. Listed below are exceptions and " Hatboro-Horsham School District" shall be responsible to bring the following:
   - Street Hockey equipment (**No rollerblades**)
   - Tennis rackets and balls
   - Softball gloves
   - Pool extras such as towels

2. The time of the event is **9:30 am – 1:30 pm** (4 hours) unless different times are agreed upon by both parties. Rental of the Camp America Day Campgrounds is rain or shine. No refunds shall be made due to inclement weather.

3. A minimum of 150 participants is required for all events.

4. "Hatboro-Horsham School District" will guarantee the number of guests fourteen (14) days prior to the Event.

5. This contract (the "Agreement") is to be signed by an approved representative of the "Hatboro-Horsham School District" and returned to Camp America **no later than ten days (10) from the date on the top of the contract**.

6. Payment shall be as follows:

   (i) Non-refundable deposit of $500.00 to accompany return of signed contract. Check payable to ***CAMP AMERICA DAY CAMP.***

   (ii) The cost is $28 per student, balance of guarantee to be paid in full the Wednesday prior to the Event; and

   (iii) Balance of any additional costs and attendees, over guarantee, upon invoice.

7. Chaperones will be included in the final count and "Keith Valley Middle School" will be charged $28 per person.

8. Bus drivers that stay and eat lunch will be included in the final count but charged only $15 per person.

9. A $100.00 fee will be charged per each entertainer for any group contracting their own outside entertainment.

10. Pets and glass products are not permitted on the property.

11. Swimming suits must be worn in pools (no shorts or cutoffs).

12. Food, drinks, and flotation devices are not permitted in the pool area.

13. Siblings of students, unless they are also students at Keith Valley Middle School, are not permitted on the property of Camp America at Camp America Day Camp and will be asked to leave the premises.

14. "Hatboro-Horsham School District" shall be responsible for loss, breakage, or damage to the property of Camp America during the event and caused by willful neglect or gross negligence of a "Keith Valley Middle School" attendee. In addition, "Keith Valley Middle School" assumes full responsibility for the supervision of minors who might be in attendance and shall ensure that sufficient adult supervision is present at all times to supervise and protect the minors.

15. "Hatboro-Horsham School District" agrees that it shall, at its sole cost and expense, procure and maintain a policy of commercial general liability insurance (including contractual liability) in an amount not less than One Million Dollars ($1,000,000) per occurrence, Three Million Dollars ($3,000,000) in the annual aggregate ("Required Insurance"). The general liability insurance should be primary non-contributory coverage and specify and will name Camp America, Inc. as an "additional insured" party for the duration of the picnic. If the group participants are minors, the Required Insurance must include Abuse and Molestation Liability coverage in the amount of $1,000,000. In addition, "Hatboro-Horsham School District" shall provide proof of worker's compensation coverage in the amounts of statutory limits. Such insurance policies shall be non-cancelable and not subject to material change except after thirty (30) days written notice to Camp America. "Hatboro-Horsham School District" will provide Camp America duly executed certificates of insurance prior to the event showing the Required Insurance. Camp America representing that it nevertheless has general liability insurance in the amount of no less than one million dollars.

16. Except for instances of negligence, to the extent permitted by applicable law, "Hatboro-Horsham School District" hereby agrees to indemnify and hold harmless Camp America, its owners, officers, directors, employees, contractors, and their agents (each an "Indemnitee" and all "Indemnitees") from and against (and to pay the amount of, as permitted pursuant to applicable law) all loss, liability (including statutory liability and liability under workers compensation laws), obligation, damage, penalty, judgment, cost, claim, charge and/or expense of any kind whatsoever (including, but not limited to, all reasonable attorney's fees), whensoever asserted or occurring, which any Indemnitees may suffer, incur, or pay out, or which may be asserted against any or all of them in whole or in part, by reason of, or in connection with any acts or omissions of "Hatboro-Horsham School District" or any agent, employee or guest of any such agent and employee, of "Hatboro-Horsham School District" or any other Person for whose acts or omissions "Hatboro-Horsham School District" may be responsible, including (but not limited to):

(i) any bodily injury, sickness, disease or death;

(ii) any damage to or destruction of any property whatsoever;

(iii) any failure of "Hatboro-Horsham School District" to secure and maintain Required Insurance; and

(iv) any other failure of "Hatboro-Horsham School District" to perform or comply with its obligations under this Agreement.

"Hatboro-Horsham School District" hereby releases Camp America from any and all liability or responsibility to "Hatboro-Horsham School District" or anyone claiming through or under "Hatboro-Horsham School District" by way of subrogation or otherwise for any loss or damage to equipment of "Hatboro-Horsham School District" covered by any insurance then in force.

17. Except for instances of negligence, if any claim, action or proceeding is made or brought by reason of any provision of this Agreement, then, upon demand by the Indemnitee, "Hatboro-Horsham School District", at its sole cost and expense, shall resist or defend such claim, action or proceeding (in the name of the Indemnitee, if necessary). Notwithstanding the foregoing, the Indemnitee shall have the right to engage its own attorneys to defend it or to assist it in its defense of such claim, action or proceeding, provided that the Indemnitee shall pay the fees and disbursements of such attorneys.

    "Hatboro-Horsham School District"'s indemnification obligations under this Article shall cover and include (without limitation) all reasonable and necessary fees and expenses of attorneys, architects, engineers, contractors, expert witnesses and other consultants, incurred by the applicable Indemnitee in connection with each and every matter covered by this Article.

    "Hatboro-Horsham School District" shall notify Camp America immediately of every claim, suit, action, or proceeding, or accident or occurrence that may result in a claim, suit, action or proceeding, which may be covered by "Hatboro-Horsham School District"'s indemnification obligations under this Article and/or which may be covered by any Required Insurance; and "Hatboro-Horsham School District" shall give timely notice of the same to all responsible insurers (if any), identifying all Indemnitees involved.

    To the extent permitted by applicable law, "Hatboro-Horsham School District"'s indemnification obligations under this Article shall not be limited or defined in any fashion whatsoever by the amount of insurance obtained or by any limitations or restriction on the amount or type of damages, compensation or benefits payable to, by or for "Hatboro-Horsham_School District" under workers' compensation acts, disability benefit acts, or any other laws relating to employee benefits. The right of any Indemnitee to indemnification hereunder shall not be diminished, waived or discharged by the exercise of any other remedy allowed by laws or other provisions of this Agreement.

    "Hatboro-Horsham School District"'s indemnification obligations under this Article shall be construed as protecting and the other Indemnitees to the fullest extent permitted by law. However, this Article shall not be construed as requiring "Hatboro-Horsham School District" to indemnify an Indemnitee to the contributing extent of such Indemnitee's own negligence or intentional acts. The indemnification obligations under this Article shall survive the termination of this Agreement.

18. "Hatboro-Horsham School District" hereby represents that its agents, employees and guests of any such agent and employee, are aware of the inherent risks involved in being a guest and participating at the Event. Such parties understand that they are acting at their own risk, and they assume all risk of injury, illness, damage or loss that might result, except in the case of Camp America's negligent acts or willful misconduct. Such parties recognize that use of the facilities during the Event entails some risk of injury. In consideration of such parties' use of the facilities during the Event, each of "Hatboro-

Horsham School District" and its agents, employees and guests of any such agent and employee hereby covenant and agree to release Camp America and its officers, directors, employees, agents and members, past, present and future, from all claims, costs, causes of action and liability (including, but not limited to, attorneys' fees) for any injury, to either person or property, suffered by any such party which may arise from or are in any way related to the use of the facilities during the Event, except in the case of Camp America's negligent acts or willful misconduct. . This Waiver and Release of liability includes, but is not limited to, injuries which may occur as a result of such parties' use or misuse of any of the facilities during the Event.

19. "Hatboro-Horsham School District" further agrees that Camp America and its staff will not be responsible for any loss, theft or damage of personal property caused by anyone other than Camp America and its staff or subcontractors, agents or other individuals acting on behalf of Camp America.

20. The invalidity or non-enforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted

21. Additional Activities: Water Slides – additional $500

22. Any and all amendments, additions or deletions to this Agreement shall be null and void unless approved by the parties in writing.

23. This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania

24. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.

25. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which constitute one and the same Agreement. The parties agree that signatures transmitted by fax or electronic emails in PDF format or electronically are also permitted as binding signatures to this Agreement.

26. The authorized representative of the "Hatboro-Horsham School District", who will serve as the primary contact for the party of the second part is:

Hatboro-Horsham School District Representative:
(please print name here) _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 9th day of November, ~~2025~~ 2026.

Steven Mitchell
Camp America Inc.

Steven Mitchell 11/6/26
Date

In signing this agreement, this individual acknowledges they have legal authority on behalf of Hatboro-Horsham School District to legally bind Hatboro-Horsham School District to this contract.

Hatboro-Horsham School District Representative (please sign)

11/9/2026
Date