

Nature & Wildlife Discovery Center Mountain Campus Rental Contract



Payment Agreements:

- I understand that NWDC must receive my full \$200 deposit in order to secure my date.
- I agree to pay the rental rates discussed via email/invoice, including quotes for meals, lodging, and additional add-ons. Full payment must be submitted at least one month prior to my event.
- I understand that all event details and timeframe must be decided and confirmed with NWDC one month prior to the date of my event.
- I understand that if I am registering for a tax-exempt organization, I must submit my State Tax Exempt License in order to receive tax-exempt pricing.

NWDC's COVID-19 Liability Waiver and Safety Guidelines*

- I agree to the liability waiver and safety requirements below:
 - I, the registered participant(s) and any accompanying party, acknowledge the contagious nature of the Coronavirus/COVID-19 and that the CDC, CDPHE, PDPHE and many other public health authorities recommend social distancing. I further acknowledge that Nature and Wildlife Discovery Center has put in place preventative measures to reduce the spread of COVID-19 and that I will be given information regarding those measures.
 - I acknowledge that Nature and Wildlife Discovery Center cannot guarantee that any participants will not become exposed to or infected by Coronavirus/COVID-19. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself or others, including but not limited to other participants or their families, and staff or the people with whom they reside.
 - I voluntarily seek services (for myself and any accompanying party) provided by Nature and Wildlife Discovery Center. I understand that this may increase the risk of exposure to Coronavirus/COVID-19 for myself and my household. I acknowledge that I (and any accompanying party) must comply with procedures put in place by Nature and Wildlife Discovery Center to reduce the spread while participating in Nature and Wildlife Discovery Center activities and visiting Nature and Wildlife Discovery Center grounds and facilities.
 - To the best of my knowledge, I attest that:
 - Nobody in my household is experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, headache, sore throat, or new loss of taste and/or smell.
 - Nobody in my household has traveled to a highly impacted area domestically or internationally in the last 14 days.

- I do not believe that anyone in my household has been exposed to or has a confirmed case of Coronavirus/COVID-19.
 - Nobody in my household has been diagnosed with Coronavirus/COVID-19 and not yet cleared as non-contagious by state or local public health authorities.
 - The registered participants are following CDC recommended guidelines as much as possible and limiting exposure to the Coronavirus/COVID-19.
- I, the registered participant(s) and any accompanying party, hereby release and agree to hold Nature and Wildlife Discovery Center harmless from, and waive on behalf of my child, myself, my heirs, and any personal representatives and all causes of action, claims, demands, damages, costs, expenses, and compensation for damage or loss to myself, my child and/or property that may be caused by any act, or failure to act by Nature and Wildlife Discovery Center or that might otherwise arise in any way in connection with participation in a Nature and Wildlife Discovery Center activity. I understand that this release discharges Nature and Wildlife Discovery Center from any claim that I, my heirs, or any personal representatives may have against Nature and Wildlife Discovery Center with respect to any bodily injury, illness, death, medical treatment, or personal property damage that may arise from, or in connection to participation in any Nature and Wildlife Discovery Center activity. This liability waiver extends to all Nature and Wildlife Discovery Center employees and members and members of the board of directors.
- I understand that capacity and mask guidelines are subject to change per state/county ordinances and/or at the discretion of NWDC administration.

Deposit/Cancellation Policy:

- Deposits should be made within (2) weeks of the date of this contract. By paying the deposit or any monies associated with this contract, renter agrees to all the terms as listed in this contract. The \$200 security/damage deposit is refundable within 7-14 business days after your event, provided there have been no damages to the building and surrounding areas. Fees may be subtracted from this amount for excessive trash/litter (including glitter/confetti) left by guests and causing extra work for NWDC maintenance staff, facility damage, or other significant breach of contract: \$50 for 1-34 guests, \$75 for 35 or more guests. Severe damage to NWDC property may result in a \$100 fee or forfeit of the entire deposit.
- Cancellations made over 60 days before the rental date will be refunded in full. Cancellations made 30-59 days before the rental date will be fully refundable minus a \$100.00 Administrative Fee. Cancellations made 0-29 days before the rental date will forfeit the entire \$200.00 Damage Deposit. Thank you for your understanding of our cancellation policies.

Safety Agreements:

- I am aware that I will be informed by NWDC staff of the fire danger and any related restrictions in Pueblo Mountain Park on the date of my event and I ensure that all restrictions will be honored by me and my guests for the duration of my event.
- I agree to abide by and will ensure that all members of my group abide by the rules and regulations of Pueblo Mountain Park and the Nature and Wildlife Discovery Center applicable to the day/duration of my rental. I also understand that failure to abide by any of these rules and regulations will result in my security deposit being forfeited. I understand that I am responsible for leaving the Park and all facilities I am using in the same condition as upon my arrival and that my security deposit will not be returned if the property or facilities are damaged. I understand that the Park and/or Park facilities may be in use by other groups at the time of my rental. As the contract holder, I understand that I must be on site for the entire rental time.

Group Liability Acknowledgements:

- I acknowledge that I am entering a contract with the Nature and Wildlife Discovery Center (NWDC) to use facilities at the Horseshoe Lodge (Lodge) and/or Pueblo Mountain Park (Park) on the dates discussed via email.
- I understand that, in the event of a wildfire, extreme weather event, flood, or other occurrence that necessitates the closing of Pueblo Mountain Park for safety or for other reasons, the event I have scheduled at the Park may have to be cancelled or rescheduled. NWDC will return to me my rental and security deposits if my event is cancelled by NWDC. If such occurs, I fully release NWDC and/or its employees, agents, contractors, affiliated organizations, including without limitation the City of Pueblo, from any liability for such actions, including any costs associated with planning the event, such as airline tickets, reservations, and deposits on services, and any other costs associated with the scheduled event.
- I am aware that candles and fireworks are strictly prohibited due to fire danger. I am aware that if I or any of my guests use candles or fireworks in any area or facility of the Mountain Park, a \$250 surcharge, per incident, will be charged to me.
- I am aware that the Facilities are located in a rural area and that, in spite of all of NWDC's efforts to provide water, heat, electricity, and other utilities or services during my rental, there may occur events or circumstances, including but not limited to severe wind, snowstorms, mechanical breakdowns, and frozen pipes, that may interfere with the provision of water, heat, electricity and other utilities or services. If such occurs, I fully release NWDC and/or its employees, agents, contractors, affiliated organizations, including without limitation the City of Pueblo, from any liability for any loss or inconvenience, and I acknowledge that NWDC will not be obligated to provide any refund or discount for such an event or events.
- I am aware that I am responsible for the actions of anyone with me under the age of 21.
- I acknowledge that NWDC advises my group to be accompanied by an adult having age appropriate First Aid, AED and CPR certification by a nationally recognized provider.

- I am aware that NWDC strongly urges me to provide a list of all participants, including but not limited to guests, teachers, staff, and instructors, with emergency contact numbers. The information provided to NWDC will only be used for emergency situations.

Pavilion Acknowledgements:

- I am aware that for weddings, alcohol is only allowed inside the Pavilion; it is prohibited in all other areas of the Park and Lodge.
- I am aware that amplified music is not allowed outside the Pavilion for weddings.
- I am aware that guests must vacate the park by 9 PM unless they are registered overnight guests of Horseshoe Lodge.

Lodge Acknowledgements:

- I am aware that the Horseshoe Lodge is a fully non-smoking facility, including all interior rooms and spaces, the front porches, the front steps, the sidewalks, and exterior sitting areas (except one designated smoking area). I am aware that if I or any of my guests smoke in any place other than the designated smoking area, a \$250 surcharge, per incident, will be charged to me.
- I am aware that Horseshoe Lodge is an alcohol-free facility and that consumption of alcohol is not permitted in any of the interior or exterior areas of the Lodge. I am aware that if NWDC encounters your non-compliance with this policy, the remainder of your rental may be terminated with no refund.

General Liability Acknowledgements:

- I am aware that the Park is in a rugged mountain location and that I and my guests may encounter rough, hazardous terrain, extreme weather conditions, wild animals, deep water in the pond, and fires. I am aware that the Lodge has stairs, ladders to bunks, potentially slippery walking surfaces, and other potential hazards. I AM VOLUNTARILY UTILIZING THE PARK AND LODGE WITH KNOWLEDGE OF THE HAZARDS INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY AND DEATH.
- As consideration for being permitted by NWDC to utilize the facilities at the Lodge and Park, I hereby agree that I, and my heirs, distributees, guardians, legal representatives and assigns will not make claim against, sue, attach the property of, or prosecute NWDC and/or its employees, agents, contractors, affiliated organizations, including without limitation the City of Pueblo, for injury or damage, regardless of cause, including without limitation negligence or other acts, howsoever caused, resulting from my use of facilities at the Lodge and Park, and I hereby release and discharge NWDC, its employees, agents, contractors, affiliated organizations, including without limitation the City of Pueblo, from all actions, claims, or demands I, my assignees, my heirs, distributees, guardians, and legal representatives now have or may hereafter have for injury or damage resulting from my use of the Park and/or Park facilities.

- I agree that NWDC shall have the right, at its discretion, to enforce rules and regulations and/or terminate my and/or my group's use of the Park and its facilities for failure to act in conformance thereof, or for actions or conduct detrimental to or incompatible with the welfare, comfort, harmony, or interest of the group or the Park as a whole.
- I hereby grant NWDC and/or its employees, agents, contractors, affiliated organizations, including without limitation the City of Pueblo, full authority to take whatever action, in their discretion, is determined to be necessary regarding my group's health, safety and welfare, including without limitation, first aid, treatment or services rendered, and I fully release NWDC and/or its employees, agents, contractors, affiliated organizations, including without limitation the City of Pueblo, from any liability for such actions, as set forth herein.
- I agree that this Release of Liability (this "Agreement") is intended to be as broad and inclusive as permitted by the laws of the State of Colorado, and that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. I agree that in the event that any clause or provision of this Agreement shall be held to be invalid by any other court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement, which shall continue to be enforced.

I HAVE CAREFULLY READ THIS AGREEMENT, AND I FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS AN UNDERSTANDING OF POLICIES, A RELEASE OF LIABILITY, AND A CONTRACT BETWEEN MYSELF AND NWDC AND/OR ITS AFFILIATED ORGANIZATIONS. I AM AGREEING TO THIS DOCUMENT OF MY OWN FREE WILL.