



Camp Mimanagish User Group Policy Agreement

Guest Policies

Welcome campers! No matter who you are, or where you are on life's journey, you are welcome at Mimanagish. We want to ensure a warm, welcoming atmosphere where everyone can fully participate in programming and share openly. To ensure that Mimanagish is safe and welcoming for all, we ask that everyone agree to and abide by the following policies while at Mimanagish.

Safe and Welcome

Above all, stay safe and keep others safe. Guidelines for staying safe need to be made known to campers in printed materials and in orientation gatherings. Anyone who fails or refuses to abide by these important safety protocols may be sent home at the discretion of Camp Managers. A few things to keep in mind about safety in our surroundings:

- The Boulder River is beautiful, but fast and cold, and inherently dangerous. Adults swim at your own risk; children may not swim in the river. July, August, and September can provide wonderful opportunities for trout fishing. Care must be taken while fishing from shore or while wading. Youth and children must be closely supervised by an adult while fishing or near the shore.
- We are guests of the forest, and there are bears, moose, deer, elk, and other wild animals who may visit Camp. Use a flashlight or headlamp for walking at night. No food is allowed to be kept in any building other than the Full Moon Kitchen & Dining Hall and Big Timber Cabin.
- Be a good steward. This is our shared home while we're here and we want to preserve it for others to enjoy in the future. Treat camp buildings and property and our natural surroundings with care. Renters will be held liable for any damage to our natural surroundings or camp buildings or property. A checklist for cabin cleaning will be provided and checkout completed by the camp managers. User groups will be billed for any needed additional cleaning. Camp managers have the right to enter facilities for inspection or maintenance during reasonable hours.
- Responsible use of alcohol by adults is permitted during private events such as wedding receptions and family reunion celebrations. It is up to individual program leaders whether to allow limited, responsible use of alcohol during adult programs. Camp Mimanagish will NOT provide or serve alcoholic beverages to Camp attendees. The User Group has

the full responsibility for obtaining and serving any alcoholic beverages, including limiting consumption of alcohol to persons age 21 and over who are attending the User Group's program. There is a \$50 per day charge added to the group fee for alcohol use at Camp. The group will be charged a \$100 alcohol damage deposit, which will be returned if there is no damage related to alcohol usage. No one is allowed to leave the camp while under the influence of alcohol. Use of alcohol by youth camp program leaders and counselors is prohibited. A separate signed agreement regarding the use of alcohol at Camp may be required to be executed by the User Group.

- Abuse of legal or illegal drugs of any type by visitors or staff is prohibited at Mimanagish. Use of recreational marijuana is prohibited on federal land (Mimanagish is on US Forest land).
- Leave weapons at home. Weapons of any type are prohibited at Mimanagish.
- Keep kids safe. User groups are responsible for all children and youth. Children and youth should be carefully supervised to ensure they stay safe near campfires, the river and the surrounding wilderness. Our suggested ratio is at least 1 adult chaperone for every 6 children or youth.
- Practice fire safety. Fireworks and open fires are prohibited. Fires are only permitted in cabin stoves and fireplaces and campfire areas designated by the camp managers. Camp managers have discretion over when or if fires are allowed.
- **In the unlikely event that any guest, visitor, or staff member violates any of the safety policies above, that person may be sent home at the discretion of the program leaders or Camp Managers.**

Our Life in Community

To keep costs down, everyone is expected to participate in work crews before and after meals, including setting tables, washing pots and pans, running the dishwasher, cleaning the bathhouse, and cleaning and sanitizing. Our small staff cannot be expected to do all these tasks. An additional daily fee is required to employ extra staff.

- There may be opportunities to assist in Camp work projects on the grounds.
- Treat fellow campers, program leaders and camp staff with dignity and respect. Discrimination, bullying or harassment of any sort is not tolerated and can result in perpetrators being sent home at the discretion of the camp managers or program leaders. See the Sexual Misconduct and Physical Abuse Policy below.
- Abide by all policies regarding smoking/vaping, alcohol and drug use. Smoking/vaping is allowed only in the designated areas. Please be mindful of others' health and fire dangers. Be sure all smoking materials are fully extinguished.

- No pets are allowed at camp. Consult with Camp Managers regarding service animals prior to arrival.
- Please respect quiet time! Mimanagish shares the valley with a variety of other camps, campgrounds and residents. Please observe camp quiet hours of 11 pm to 7 am.

Camp Mimanagish is in a rustic setting 40 miles from Big Timber. There is no cell-phone service, and our very limited internet is for staff and leader use only. Part of the joy of being at Camp is being unplugged and free to enjoy the forest and the people you are with. Use your phone for taking pictures! The land line telephone is primarily for Camp business. Use of the phone by campers will be for emergencies only, with the approval of the Managers.

Camp Mimanagish Sexual Misconduct and Physical Abuse Policy

Mimanagish has a Zero Tolerance policy for sexual misconduct and physical abuse. All camp staff and users must conduct themselves in a respectful and responsible manner. All violations of our policy should be reported to the camp managers who will act immediately to protect the safety of camp attendees and will follow appropriate reporting procedures of any allegations of abuse or misconduct.

Background checks required

All Mimanagish staff and program leaders and counselors of youth programs must have had a criminal background check within the past year and will be required to provide proof of the check to the camp managers well in advance of the event. User groups presenting youth programming at Mimanagish are responsible for paying for their own background checks and must provide proof of background checks to the camp managers. Singing Waters Montana will secure background checks for camp staff.

All adult camp leaders and staff are mandated reporters

Any adult leader or staff member who suspects child abuse is required to report their suspicions to the Montana Child and Family Services Program in the Department of Health and Human Services at 1-866-820-5437 and follow the steps they outline.

Boundaries guidelines

- Physical contact. Unwelcome physical contact or sexual advances are in violation of our misconduct policy and should be reported to the camp manager. Close physical contact between adults and youth attendees should be avoided

- Verbal communications: Verbal abuse and harassment is not tolerated. Inappropriate communications such as sexually provocative or degrading comments are in violation of this policy.
- Physical violence: In no case is it appropriate to strike or endanger a fellow attendee with physical force. Any violent incident or threat of violence should be reported to the camp managers.
- Child abuse: Camp staff or attendees who notice suspicious injuries or become aware of allegations of child physical or sexual abuse should alert the camp managers who will contact the appropriate authorities.

Limiting Interactions between adults and children

One-on-one interactions between adults and children should only take place in the open or where observable by others. At least two adults shall be present with children and youth at all times whenever possible, and there shall be two adults present in the gender-specific bathhouse during morning and evening bathing times.

Inappropriate Behavior

Sometimes it is unclear if a behavior is appropriate, inappropriate, or harmful. Here are examples.

Verbal communication

Appropriate: • Praise • Positive reinforcement for good work/behavior

Inappropriate/harmful: • Sexually provocative or degrading comments • Risqué jokes

Physical behavior

Appropriate: • Pats on the back or shoulder

Inappropriate/harmful: • Patting the buttocks; • Intimate/romantic/sexual contact

Corporal punishment • Showing pornography or involving youth in pornographic activities

Inappropriate behavior also includes contact between adults and unrelated minor campers outside of the Camp setting.

Grooming Behavior

“Grooming” is defined as “the winning of the confidence of a victim in order to commit a sexual assault on him or her.” The American Bar Association lists “Aspects of sexual grooming” as:

- Targeting the victim
- Securing access to and isolating the victim
- Gaining the victim’s trust
- Controlling and concealing the relationship

Grooming behaviors include:

- An adult seems overly interested in a child (or vulnerable adult).
- An adult frequently initiates or creates opportunities to be alone with a child or multiple children.
- An adult becomes fixated on a child
- An adult gives special privileges to a child.
- An adult caters to the interests of the child, so that the child or the parent may initiate contact with the offender.
- Additionally, behaviors that may be sexually stimulating for the adult may be used, such as bathing a child, watching a child or children changing clothes, activities that involve removing clothes, wrestling in underwear, telling sexually explicit jokes or stories, teasing a child about sexual development.

Speak up

If you see or suspect any behavior that may be in violation of our misconduct policy, alert the Camp Managers immediately and share your concerns.

This policy shall be communicated to all employees, volunteers, and/or independent contractors who have access to children, as part of our orientation/training program.

Covid 19/Communicable Disease Guidelines

Camp Mimanagish follows current CDC guidelines and applicable public health requirements.

Camp Mimanagish User Group Agreements and Responsibilities

Group Responsibilities:

Singing Waters Montana, under the terms of this agreement, is acting as a landlord and as such is not responsible to perform duties such as: Health Care, First Aid Provisions, Supervision of Group Behavior, or Supervision of Recreational Activities. It is the responsibility of the “Person in Charge” as the agent of the applying group to provide for these services. When possible, a health-care professional will be in Camp, and some staff are trained in First Aid. It is the expectation of Singing Waters Montana that all camp policies, rules and regulations contained in this application be shared by the group before arriving.

Each User Group must promise and warrant that you carry liability insurance with a minimum liability occurrence limit of \$1,000,000. At least two weeks before arrival at the Camp, you will provide a Certificate of Insurance to Singing Waters Montana, indicating that you have made Singing Waters Montana an “additional insured” on your policy with respect to the use of Camp Mimanagish.

Keep in mind the possibility that an evacuation could be ordered at any time; have enough transportation to accommodate all of your participants.

Each participant in your Group must sign and date the pertinent waivers.

I, the authorized representative of _____ Group, have read, understand, and by my signature commit to the above provisions of this Document, including the Guest Policies, the Camp Mimanagish Sexual Misconduct and Physical Abuse Policy, Camp Mimanagish Covid-19 Protocols, and the Participant Agreements.

PRINTED Name of Applicant _____

Signature _____ **Date** _____

Physical Address _____

Email Address _____

Phone _____

Signature of Singing Waters Montana Representative

Date _____

Participant Agreements

Hold Harmless Agreement:

Visitors acknowledge that Camp Mimanagish is located in a rugged setting beside a turbulent river with the nearest medical facility and personnel 40 miles away. Visitors agree to indemnify, hold harmless and defend Singing Waters Montana and all of its officers, agents and employees, as well as its successors and assigns, from and against all costs, expenses (including but not limited to attorney fees), liability for injuries to or deaths of persons or damage to property caused by visitor's use of, occupancy of, or operations upon the demised premises, including all legal suits and of all actions filed or threatened.

Conditions for Forest Service Special Use Permit:

All visitors agree to comply with the following requirements as conditions for use of the campsite:

- Pay Singing Waters Montana, dba Camp Mimanagish, for any damage to structures and furnishings beyond ordinary wear and tear, and for any lost articles resulting from its occupancy.
- Observe all rules for care with fire and other safety precautions which Singing Waters Montana has established in consultation with the Forest Service for occupancy of the Camp and observe all National Forest Service Regulations and State Law concerning prevention and suppression of forest fires.
- Observe all sanitary laws and requirements. Keep buildings and premises clean and orderly at all times, particularly upon leaving.
- Initiate no construction or reconstruction of any kind except with the approval of Singing Waters Montana and specific prior written approval of the Forest Service Supervisor.
- Protect the Camp from trespass and abuse and never cut, mutilate or deface any growing timber, shrubbery or other forest cover.

PRINTED Name of Participant _____

Signature _____ **Date** _____

SINGING WATERS MT / CAMP MIMANAGISH

WAIVER/RELEASE

FOR COMMUNICABLE DISEASES INCLUDING COVID-19

**ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION
AGREEMENT**

The undersigned acknowledges, appreciates, and agrees that:

Participation in events at Camp Mimanagish includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,

I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,

I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the Camp Manager(s) immediately; and,

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Singing Waters Montana, their officers, shareholders, owners and lessors of premises ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

PRINTED Name of participant:

Participant signature:

Date signed:

