CAMPER USE CONTRACT, WARRANTY AND RELEASE **Site# _____**

Swatara Watershed Association, Inc.
1929 Black's Bridge Road, Annville PA 17003 (717)838-9580

This agreement and release made and entered into this _____ day of _____ 20____, by and between the Swatara Watershed Association (SWA), Annville PA, and CAMPER: _____

Whereas, SWA does own and possess certain and auxiliary property and equipment which may be **used along the Swatara**; and
Whereas, SWA does not engage in guided tours on said property, or accompany said Camper during the use period of SWA's property; and
Whereas, Camper does rely upon his own ability and knowledge concerning camping and/or otherwise upon said property and/or bodies of water.
NOW THEREFORE, in consideration of the above recitals, property and equipment, Camper agrees as follows:

1: Site use:

We release the Swatara Watershed Association, owners, board, agents, and members of any and all liability due to camping. The Swatara rises and falls quickly. In the event of high water, Campers are responsible to move their own trailer/camper to higher ground at a place designated by site manager.

2: Damage:

Camper agrees to pay to Swatara Watershed Association the following sums as damage or loss to site equipment and indemnify SWA against any and all loss and/or damage to equipment covered by this agreement at the following amounts:
Picnic Table $100 Fire Ring $20 Swipe Card for gate $10

3: Use Time:

From ____May 1, 20_____ Date to ____October 31, 20_____ Date: Or Number of days _____

Use Contract:

1. Camper agrees to return the equipment listed to SWA or their representatives in the same condition as received (except for normal wear and tear incurred through normal use) or pay for damage, losses, theft or the repair necessary to restore them to the same condition as when received for use.
2. All equipment lost or damaged beyond repair will be paid for by the Camper at the regular replacement price and all damaged equipment which may be repaired will be repaired by the Camper on return thereof and the cost for such repairs shall be paid by the Camper. Accrued charges cannot be applied against the purchase price or cost of repairs of such damaged or lost equipment. All cartage charges must be borne by Camper.
3. Terms: Cash in advance of use.
4. SWA may, at their discretion require a security deposit to be held until the satisfactory return of used equipment, at which time it will be returned to Camper.
5. Camper assumes responsibility for parking and moving camper/trailer.
6. Camper understands there is no refund.
7. Camper shall comply with all laws in anywise relating to the use, operation or maintenance of the property and equipment.
8. Camper acknowledges that he has fully inspected and accepted said equipment in good condition and repair.
9. Camper shall pay all fines imposed by the improper use of the property and equipment thereof.
10. Camper shall pay SWA all costs and expenses including attorney's fees, incurred by SWA in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereof.
11. The property and equipment are, and shall at all times be and remain the sole and exclusive property of SWA; and the Camper shall have no right, title or interest therein or thereto except or expressly set forth in this document.
12. Camper acknowledges the existence of 2 dangerous dams on the waters, and camper understands the dangers and location of such dams. Camper also understands that portage is necessary around such dams.
13. For an additional charge, campers, may be stored on high ground. Please note that there will be NO snow plowing.

WARRANTY: The Camper warrants that personal flotation devices will be worn at all times by all occupants while in and/or using watercraft and also from commencement of any flotation usage to completion of flotation usage. They further warrant that they are familiar with the use and operation of the property and equipment and agree not to take weight, whether persons or equipment in excess of the maximum carrying capacity of said watercraft.

RELEASE:

a) Camper does hereby agree to and shall indemnify SWA and save SWA harmless as a result of any incident, accident, injury or damage to the person or property of Camper or any occupant in or of said site either arising out of the use, operation, transportation, or possession of said site or equipment or regardless of the cause of happening of same. Camper further agrees to be fully responsible for the persons or property of any additional individuals using and/or occupying Campers site and/or equipment during the time of the stay.
b) Unauthorized use or diversion of the aforesaid equipment and facilities beyond the period of this agreement will be considered a violation of 19 PA. S. Section 3921 Et. Seq. of the Crimes and Offenses Code of the Commonwealth of Pennsylvania. Violators will be subject to prosecution by SWA.

Read contract before signing.

Swatara Watershed Association Camper (print): _____
By: _____ Signature _____
Checked in by: _____ Address _____
Life Jackets Must be worn on the water at all times. Phone _____ Email _____