

## Historic Dyess Colony: Johnny Cash Boyhood Home

### Camping Policies and Procedures

- All Arkansas State University and Arkansas State University System campus policies are in effect at the Johnny Cash Boyhood Home. Campers must strictly comply with all such campus policies, applicable laws, and these Camping Policies and Procedures at all times.
- Camping is limited to a designated 20'x20' space (the "Campsite"). All equipment, including vehicles, must fit inside the Campsite.
- Campers may use the Campsite and campgrounds solely for temporary recreational camping during the times and dates designated during the reservation process, and for no other use, and at no other time or date.
- There is a four-night minimum for camping. Check-in is after noon on April 5, 2024. Check-out is before 11 AM on April 9.
- Payment is due at the time of booking and is non-refundable.
- Campers have access to potable water and chemical toilets. There is no access to electricity or gray water disposal. No RV hook-ups are available. Trash dumpsters/cans will be made available, and campers are required to remove all trash from the Campsite and deposit it in the dumpsters/cans.
- All minors must be accompanied by a parent or guardian at all times.
- Quiet hours are 10 PM – 6 AM.
- Fires are prohibited. Any and all flammable or hazardous substances, including but not limited to camping fuels, propane, gasoline or other fuels, are at the risk of the Camper, and must be stored in sealed, safe, and environmentally appropriate containers.
- The use or possession of alcoholic beverages or controlled substances are strictly prohibited.
- Camper shall not construct permanent structures on the Campsite, affix any structures or personal property to the Campsite.
- Campers violating these rules may be asked to leave. No refunds will be offered under these circumstances.
- Arkansas State University is not responsible for the loss or theft of, or damage to, personal property while camping at the Johnny Cash Boyhood Home.
- All campers must sign the Waiver and Release concurrently with issuing payment.
- Camper agrees to pay Arkansas State University for damage to grounds or facilities and for any missing amenities that occur as a result of the Camper's actions. Camper will receive written notification of damage or loss with an invoice within 10 days of the event and will pay the invoice within 30 days of the invoice.

**Historic Dyess Colony: Johnny Cash Boyhood Home  
Camper Waiver and Release**

I, \_\_\_\_\_ wish to participate as a camper in the camping activities at the Historic Dyess Colony: Johnny Cash Boyhood Home (the "Camping Activity") offered by Arkansas State University (the University). As a precondition to participating in the Camping Activity, I have read the following Release Agreement (the "Agreement") and agree to its terms.

**Assumption of Risk.** I understand that participating in the Camping Activity entails inherent risks of physical injury, including, but not limited to, risks of loss, property damage or personal injury, including death, risks of burns, illness, falling timber, hypothermia, sunburn, heatstroke and dehydration, environmental hazards such as insects, snakes, predatory animals, falling rocks, lightning, and unpredictable forces of nature, that may be sustained by me as a result of participating in the Camping Activity. Having read this Agreement and the Camping Policies and Procedures, form, I am fully aware of the risks and hazards associated with the Camping Activity, and hereby elect to voluntarily participate in the Camping Activity. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me as a result of participating in the Camping Activity.

**Liability Release.** In consideration for the University allowing me to participate in the Camping Activity, I agree I will not sue the University and I release forever the University from any and all liabilities, claims, demands, actions, causes of actions, costs and expenses of any nature whatsoever arising out of any loss, property damage, or personal injury, including death, that may be sustained by me or to any property belonging to me, arising from the Camping Activity or while upon the premises where the Camping Activity is being conducted.

**Indemnification.** I agree to indemnify and hold harmless the University from and against any loss, liability, damage or costs, including court costs and attorneys' fees, that the University may incur arising from my involvement in the Camping Activity.

**Warranty of Physical Fitness.** I warrant that I am physically fit and in a condition that will allow me to participate fully in the Camping Activity. I maintain medical insurance that covers me for accidents and illnesses while I am participating in the Camping Activity. I understand the University has not made, nor will make, any investigation into my physical fitness or ability to participate in the Camping Activity, and the University is relying on my warranty of my physical condition. I assume full responsibility for payment of medical expenses not covered by my insurance incurred as a result of my participation in the Camping Activity.

**Emergency Medical Treatment.** I grant the University permission to authorize emergency medical treatment as it deems appropriate, and agree that such action by the University shall be subject to the terms of this Agreement. I understand and agree that the University assumes no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment.

**Intent:** It is my express intent that this Agreement shall bind the members of my family and spouse (if any), my estate, heirs, administrators, assigns, and personal representatives. I agree that this Agreement and any claim arising from my participation in the Camping Activity shall be construed in accordance

with the laws of the State of Arkansas, without regard to its conflict of laws provision. I further agree that any claim or dispute I raise against the University related to the Camping Activity, in any way, shall be brought to the Arkansas Claims Commission. The terms of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal or unenforceable, the validity of the remaining portions of shall not be affected thereby. In signing this Agreement, I acknowledge that I have read this Release Agreement form, The Camping Policies and Procedures, understand both documents, and agree to be bound by them both. I further acknowledge that I sign this Release Agreement voluntarily and I am at least eighteen years of age.

Signature\_\_\_\_\_Date:\_\_\_\_\_

**Historic Dyess Colony: Johnny Cash Boyhood Home  
Camper Waiver and Release - Minors**

I, \_\_\_\_\_, parent or guardian of the below named minor(s), wish for my minor(s) to participate as a camper in the camping activities at the Historic Dyess Colony: Johnny Cash Boyhood Home (the "Camping Activity") offered by Arkansas State University (the University). As a precondition to participating in the Camping Activity, I have read the following Release Agreement (the "Agreement") and agree to its terms.

**Assumption of Risk.** I understand that participating in the Camping Activity entails inherent risks of physical injury, including, but not limited to, risks of loss, property damage or personal injury, including death, risks of burns, illness, falling timber, hypothermia, sunburn, heatstroke and dehydration, environmental hazards such as insects, snakes, predatory animals, falling rocks, lightning, and unpredictable forces of nature, that may be sustained by my minor(s) as a result of participating in the Camping Activity. Having read this Agreement and the Camping Policies and Procedures, form, I am fully aware of the risks and hazards associated with the Camping Activity, and hereby elect to voluntarily allow my minor(s) to participate in the Camping Activity. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by my minor(s) as a result of participating in the Camping Activity.

**Liability Release.** In consideration for the University allowing my minor(s) to participate in the Camping Activity, I agree and on behalf of my minor(s) agree, to not sue the University and release forever the University from any and all liabilities, claims, demands, actions, causes of actions, costs and expenses of any nature whatsoever arising out of any loss, property damage, or personal injury, including death, that may be sustained by my minor(s) or to any property belonging to my minor(s), arising from the Camping Activity or while upon the premises where the Camping Activity is being conducted.

**Indemnification.** I agree, and on behalf of my minor(s) agree, to indemnify and hold harmless the University from and against any loss, liability, damage or costs, including court costs and attorneys' fees, that the University may incur arising from my minor(s)' involvement in the Camping Activity.

**Warranty of Physical Fitness.** I warrant that my minor(s) is physically fit and in a condition that will allow them to participate fully in the Camping Activity. I maintain medical insurance that covers my minor(s) for accidents and illnesses while they are participating in the Camping Activity. I understand the University has not made, nor will make, any investigation into their physical fitness or ability to participate in the Camping Activity, and the University is relying on my warranty of their physical condition. I assume full responsibility for payment of medical expenses not covered by insurance incurred as a result of their participation in the Camping Activity.

**Emergency Medical Treatment.** I grant, and on behalf of my minor(s) grant, the University permission to authorize emergency medical treatment as it deems appropriate, and agree that such action by the University shall be subject to the terms of this Agreement. I understand and agree that the University assumes no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment.

**Intent:** It is my express intent, and on behalf of my minor(s) intend, that this Agreement shall bind the members of my family and spouse (if any), my estate, heirs, administrators, assigns, and personal representatives. I agree that this Agreement and any claim arising from my participation in the Camping Activity shall be construed in accordance with the laws of the State of Arkansas, without regard to its conflict of laws provision. I further agree that any claim or dispute I raise against the University related to the Camping Activity, in any way, shall be brought to the Arkansas Claims Commission. The terms of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal or unenforceable, the validity of the remaining portions of shall not be affected thereby. In signing this Agreement, I acknowledge that I have read this Release Agreement form, The Camping Policies and Procedures, understand both documents, and agree to be bound by them both. I further acknowledge that I sign this Release Agreement voluntarily and I am at least eighteen years of age.

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Child Name: \_\_\_\_\_