

# RESERVATION FORM 2024

## ODIAK CAMPER PARK - SHORT TERM



### PRIMARY CAMPER

NAME

POSTAL ADDRESS

CITY / STATE  ZIP CODE

CELL PHONE

E-MAIL

### USE DETAILS

CHECK IN DATE:  MM / DD / YY CHECK OUT DATE:  MM / DD / YY

NUMBER OF NIGHTS  RV  TENT

NUMBER OF ADULTS  NUMBER OF CHILDREN/YOUTH

### FEES

RV	TOTAL DUE
<input type="text"/> # OF NIGHTS @ \$35/night	\$ <input type="text"/>
TENT	
<input type="text"/> # OF NIGHTS @ \$20/night	\$ <input type="text"/>

All fees include City Sales Tax (7%) and Public Accommodations Sales Tax (6%). Payments are accepted by cash, check or credit/debit card at Bidarki Recreation Center. Make checks payable to The City of Cordova. A payment processing fee of 3% per transaction may apply to Credit/Debit card payments. Reservation subject to approval by City of Cordova.

**BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS CAMPER SPACE USE PERMIT AGREEMENT, FULLY UNDERSTAND ITS TERMS AND THE RIGHTS YOU ARE GIVING UP BY SIGNING IT AND THE AFFIRMATIVE OBLIGATIONS IT PLACES UPON YOU, AND SIGN THE AGREEMENT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.**

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SIGNATURE  DATE  MM / DD / YY  
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NAME

### OFFICE USE ONLY

STAFF INITIALS  PAYMENT AMOUNT  DATE PAID:  SPACE #

PAYMENT METHOD: CASH  CHECK #  CREDIT/DEBIT  RECEIPT #

# ODIAK CAMPER PARK PERMIT USE AGREEMENT

This Camper Space Use Permit Agreement ("Agreement") acknowledges that, in consideration for receipt of the below-described Use Fee, the City of Cordova ("the City") hereby agrees to permit the individuals specified above (the "Camper(s)" or "You") to use a single designated camping space (the "designated space") at Odiak Camper Park (the "Park") for the time period specified above. In consideration of these premises, by signing below you agree as follows:

## City of Cordova Public Facilities Waiver and Release.

The City of Cordova (the "City") makes available City-owned facilities, including Odiak Camper Park (the "Park") to members of the public who agree to adhere to federal, state, and municipal laws and all applicable Park rules and regulations. They must also accept the terms as set forth below. In order to use the Park, every responsible person on the applicable Park reservation, on behalf of anyone else enjoying the use of their Park reservation to the Park (collectively the "Camping Party"), must agree to the following terms and conditions releasing the City from any and all liability related to the use of the Cabin.

By their very nature, Park environments can be unpredictable. This means that even the most perfect, safest set of circumstances could not eliminate all risks associated with use of the Park; these types of risks, such as changing weather conditions or the presence of wildlife, are called inherent risks. Additionally, certain conduct or negligent actions by others, including other Camping Parties, may cause damage to property or result in injury to a Camping Party. All Camping Parties must assume responsibility for all risks – inherent or otherwise – as a condition of using the Park, including those that result in bodily injury, illness, property loss, or death.

The City is particularly aware of the threat of COVID-19 and the risk that certain Park conditions may increase the possibility that a Camping Party is exposed to the virus. At all times, Camping Parties must adhere to the applicable government mandates and laws regarding COVID-19 current at the time of their Cabin use; however, it is possible that such preventative measures may be insufficient to prevent the spread of COVID-19. The risk of contracting COVID-19 is included in those risks the Camping Parties must agree to assume as a condition of using the Park.

Finally, while the City strives to maintain the safety of the Park, it may make MISTAKES or act NEGLIGENTLY in trying to do so. In exchange for the use of the Park, the Camping Parties (and anyone that could legally stand in their place) agree to release, indemnify, and hold harmless the City (and its past, present, and/or future city council members, administrators, officers, employees, volunteers, agents, attorneys, insurers, representatives, designees, and assigns) from any and all liability or claims against the City, whether related to inherent risks, negligence, mistake, COVID-19, or otherwise.

**I. USE FEE.** A daily use permit is required for the use of any campsite in the Park. The Use Fee to occupy the single designated camping space for a period of a maximum of 14 nights is \$35.00/night for a RV or \$20.00/night for a tent. The Use Fee must be prepaid before occupying the designated space. Payment for short term stays may be made at Bidarki Recreation Center, located at 103 Council Ave, P.O. Box 1210, Cordova, Alaska 99574, as well as via telephone at (907) 424-6253. The Use Fee incorporates electrical use charges that are metered to your space, water, trash and dump station use. Tent sites do not have access to electricity. Connecting any appliances to a power source associated with another designated spot is a material breach of this Agreement which will entitle the City to terminate the agreement immediately per the terms in section II. All reservations must be paid in full by cash, check, Visa, or Master Card when booking. The City can hold a reservation for up to 24 hours.

**II. CANCELLATIONS.** Cancellations must be made via email or in-person no later than five days before the arrival date to be eligible for a full refund.

**III. OCCUPANCY.** Occupancy is on a temporary basis for recreational or vacation purposes only. Your designated space may be used and occupied solely by the persons identified in this Camper Space Use Agreement. Your designated space may not be assigned, sublet, leased, lent, or shared with or to any other person or persons. Trading spaces with other residents is prohibited, and is considered a material breach of this Agreement, though you may contact the City and request to be moved to another space or to trade spaces with another camper. You must obtain written permission from the City before using or occupying any space other than your designated space, and may not under any circumstances sleep or store property in any common areas. Nothing in this Agreement is intended to provide you with an interest in any real property owned by the City, nor shall it be considered a disposal of real property by the City.

**IV. PARK RULES.** You may not carry out any illegal acts on Park premises, and you must comply with and be bound by the list of Odiak Camper Park Rules (the "Park Rules"). The City may, in its sole discretion, periodically modify its rules, regulations, or policies with or without notice at any time. A copy of the current Park Rules may also be found at [www.cityofcordova.net](http://www.cityofcordova.net). Violation of the Park Rules constitutes a material breach of this Agreement which entitles the City, in addition to any remedies provided in Section II above, to immediately re-possess your designated space and require you to vacate the Park. By signing above, you further agree to report to the City any violation of Park Rules which you observe at the Park.

**V. WAIVER.** The City is not liable for any damage or injury of any kind of or to any Campers or their property entering the premises of the Park, nor is the City liable for any damage to or resulting from any goods or equipment kept anywhere on or near the Park, to include damage caused by or related to any natural occurrence, weather, illness, pandemic, or similar occurrence outside the City's control. The City is likewise not liable for any interruption in use of the park caused by or related to any natural occurrence, weather, illness, pandemic, or similar occurrence outside the City's control. By signing above, Campers agree to indemnify, defend, release, and hold harmless the City, and the City's employees, agents, assignees, and representatives, from any and all claims or damages of every nature and kind, including those from Campers' invitees, including, without limitation, claims or damages arising from assertions of negligence, mistake, or misconduct of the City related to or independent from any obligations under this Agreement or regarding use of the Park.

**VI. NOTICES.** Routine notices may be made to the Camper by the City in writing, and may be provided to Camper by placing a notice in the designated space, hand delivery, or e-mail communication to the address listed above. Notices from the Camper to the City must be in writing, delivered by post or by email, to the following addresses: Department of Parks & Recreation, located at 103 Council Street, P.O. Box 1210, Cordova, Alaska 99574; [parksadmin@cityofcordova.net](mailto:parksadmin@cityofcordova.net). Emergency notices may be made by phone to (907) 424-7282.

**VII. ENFORCEMENT.** It is unlawful to camp in a designated camping area on lands owned or controlled by the City without having first paid the appropriate fee to the City and having obtained the requisite permit. In the event the City is required to retain the services of an attorney to enforce the terms of this Agreement, or to seek to recover the possession of the licensed space or damages arising under or relating to this Agreement, the Camper shall be liable to pay the City's actual attorneys' fee incurred and all costs, whether or not an action or proceeding is commenced, or judgement obtained. A campsite shall be occupied on the first night after equipment, vehicles, or tents have been set up. Equipment left unattended for a period of 72 hours at any campsite on City-owned or City-controlled property may be impounded unless prior permission for a longer storage period has been obtained from an authorized City representative.