To: Kendall County Forest Preserve District Board of Commissioners

From: Emily Dembrowski and Elise Worthel, Environmental Education Coordinators

RE: Proposed Programs for Scouts and Birthday Parties

Date: October 7, 2015

**Cub Scout Programming**

Proposed fees are $6 per scout, with a minimum of $40 per program. Multiple programs can be scheduled on the same day, but are charged separately and collectively. Additional fees for specific programs are listed within the program description.

Troops can elect to stay in the bunkhouse the night before or following their programs for a reduced fee of $140 per night ($10 discount) or at a group campsite for $35 per night ($15 discount).

---

**Tiger Backyard Jungle**

*Overview:* Scouts will have the opportunity to go on a hike in the ecosystem of their choice, find wildlife, create a birdhouse and spread Milkweed seeds to attract Monarch butterflies!

Average time: 60 minutes

*$20 per scout if birdhouse supplies are provided by the preserve, or troops can bring their own supplies or opt out of the birdhouse portion of badge requirements and complete at home.*

---

**Tigers in the Wild**

*Overview:* Scouts will have the opportunity to go on a hike in the ecosystem of their choice, find wildlife and plants, build a campfire and perform a skit!

Average time: 90 minutes

---

**Wolf Call of the Wild**

*Overview:* Scouts will have the opportunity to go on a hike in the ecosystem of their choice, find wildlife and plants, observe the weather and anticipate weather changes. They'll also build a campfire and perform a skit!

Average time: 90 minutes

---

**Wolf - Howling at the Moon**

*Overview:* Scouts will learn about animal communication, create and perform a skit based on their new knowledge!

Average time: 60 minutes
Wolf - Paws on the Path
Overview: Scouts will have the opportunity to create a map and use a compass to determine their starting point for their hike into the ecosystem of their choice, find wildlife, and learn how to safely explore their ecosystem.

Average time: 60 minutes

Bear Necessities
Overview: Scouts will have the opportunity to stay overnight at the forest preserve! They'll learn the basics of camping, cooking over a campfire, eating healthy, and understanding the weather and weather changes.

Average time: Varies

Bear - Fur, Feathers, and Ferns
Overview: Scouts will have the opportunity to go on a hike in the ecosystem of their choice, find wildlife and plants and understand the purpose of decomposers in not only the forest but their homes as well.

Average time: 60 minutes

Webelos Walkabout
Overview: Scouts will create a 3-mile hike plan, find and understand poisonous plants and animals, and perform the service activity of cleaning up the forest preserve. Each scout will have the opportunity to play different roles during the event.

Average time: 90 minutes

Arrow of Light Camper
Overview: Scouts will have the opportunity to camp overnight at the forest preserve and learn about tent setup, campfire cooking, and geo-caching.

Average time: Varies
# Forest Preserve Birthday Party Options

<table>
<thead>
<tr>
<th></th>
<th><strong>Creek Explorers Party</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Hoover</strong></td>
<td></td>
</tr>
<tr>
<td>May-Sept</td>
<td>Fees (5-10) $150.00</td>
</tr>
<tr>
<td></td>
<td>Fees (11-20) $175.00</td>
</tr>
<tr>
<td></td>
<td>Fees (21-30) $200.00</td>
</tr>
<tr>
<td></td>
<td>Duration 3</td>
</tr>
<tr>
<td></td>
<td>Supplies $10.00</td>
</tr>
<tr>
<td></td>
<td>Staff time 4</td>
</tr>
<tr>
<td></td>
<td>Staff Pay $52.00</td>
</tr>
<tr>
<td></td>
<td>Net Gain $98-$138</td>
</tr>
<tr>
<td><strong>Harris</strong></td>
<td></td>
</tr>
<tr>
<td>Nov-Mar</td>
<td>Fees (5-10) $150.00</td>
</tr>
<tr>
<td></td>
<td>Fees (11-20) $175.00</td>
</tr>
<tr>
<td></td>
<td>Fees (21-30) $200.00</td>
</tr>
<tr>
<td></td>
<td>Duration 3</td>
</tr>
<tr>
<td></td>
<td>Supplies $15.00</td>
</tr>
<tr>
<td></td>
<td>Staff time 4</td>
</tr>
<tr>
<td></td>
<td>Staff Pay $52.00</td>
</tr>
<tr>
<td></td>
<td>Net Gain $98-$133.00</td>
</tr>
<tr>
<td><strong>Courthouse</strong></td>
<td></td>
</tr>
<tr>
<td>Year round</td>
<td>Fees (5-10) $150.00</td>
</tr>
<tr>
<td></td>
<td>Fees (11-20) $175.00</td>
</tr>
<tr>
<td></td>
<td>Fees (21-30) $200.00</td>
</tr>
<tr>
<td></td>
<td>Duration 3</td>
</tr>
<tr>
<td></td>
<td>Supplies $10.00</td>
</tr>
<tr>
<td></td>
<td>Staff time 4</td>
</tr>
<tr>
<td></td>
<td>Staff Pay $52.00</td>
</tr>
<tr>
<td></td>
<td>Net Gain $98-$138.00</td>
</tr>
</tbody>
</table>

## Program Description

**Creek Explorers Party**

Kids will enjoy a hike and creek walk through Hoover preserve and a craft following the creek walk. Use of Eagle's nest will be provided for cake and presents.

**Winter Sled Adventure**

Kids would enjoy sledding (provide their own sleds), fort building, and other snow related activities, weather permitting. Kids would also have the opportunity to roast marshmallows and make s'mores at shelter 4 fireplace, as well as use the space for presents and cake. If there isn't snow, birthday theme will be winter ecology.

**Laws of Nature Animal Encounters**

Using display animals and supplies already in nature center kids will learn a little about a variety of nature sciences and have the use of the nature center and meeting room across the hall. Nature sciences include entomology, herpetology, ecology, biology.

---

**Notes:**

$13 per hour used to calculate staff pay

*Additional staff (1 more) when more than 20 children participate*
To: Kendall County Programming and Events Committee

From: David Guritz, Director
      Amy Clever, Ellis Equestrian Program Manager

Date: October 7, 2015

RE: Preliminary Discussion on Establishing Temporary Boarding Opportunities at Ellis House and Equestrian Center

Attachment: Boarding Agreement Template

Capacity
Ellis Equestrian Programs require 5 lesson horses. This leaves room to accept temporary boarding in the two remaining stalls in the main barn, as well as opportunities for pasture boarding May through September.

Definitions and Suggested Fees
Pasture boarding: Staff fills water, throws hay and performs daily well checks. Suggested fee: $100 per horse per month

Dry stalls nightly: Owner provides all care and feed. Ellis staff provides daily well checks and bedding. Suggested fee: $25 per night

Dry stalls monthly: Owner provides all care and supplies. Ellis staff provides daily well checks. Suggested fee: $200/month

Full boarding: Ellis staff provides all care, hay, and feed within a six month or twelve month boarding agreement. Owner provides or is billed for vet and farrier care as needed. Suggested fee: $450/month
KENDALL COUNTY FOREST PRESERVE DISTRICT
TEMPORARY EQUINE BOARDING AGREEMENT

This Temporary Equine Boarding Agreement (hereinafter "Agreement") is entered into by and between the Kendall County Forest Preserve District (hereinafter "KCFPD") with a corporate office located at 110 West Madison Street in Yorkville, Illinois, 60560, and __________________ (hereinafter "Boarder") whose address is ________________________________.

1. Term.
The term of this agreement shall be for three ( ) days/months beginning _________________ and extending through _________________. Requests for extensions of this agreement shall be submitted in writing no less than two (2) weeks advanced notice.

2. Identification of Horse.
Boarder’s horses to be housed at the Baker Woods Forest Preserve – Ellis Equestrian Center (hereinafter "Horses"): 

a. Name and breed of horse

3. Identification of KCFPD Stable.
Horses shall be boarded at the Ellis House and Equestrian Center at Baker Forest Preserve located at 13986 McKanna Road in Minooka, Illinois 60447 (hereinafter "Stable").

4. Boarder’s Contact Information.
Name of Boarder
Address
Phone
Statement of History of Ownership and Experience:

5. Ownership of/Authority over Horses.
Boarder represents and warrants that they are the owner of record of all Horses, and have the express authority as the owner of record to enter into this Agreement, and to house Horses with the Stable.

Boarding fee is $____ per day/week/month, payable two weeks in advance of the start date of boarding. Payment received after the fifth of the month will be subject to a $50 late fee, plus $5 in late fees for each additional day thereafter that the Boarding Fee and accrued late fees remain unpaid. There will be a $25 charge for returned checks. Payments shall first be credited to accrued late fees and returned-check charges.

Notwithstanding the previous provision, the failure of Boarder to make a timely payment of any installment due hereunder shall give the KCFPD the right, in their sole discretion, to immediately terminate the boarding Agreement. Irrespective of such termination, the KCFPD shall still have the right to collect from Boarder any sums due hereunder, and to enforce against Boarder any other rights accorded the KCFPD hereunder.
Pursuant to the Innkeepers Lien Act. (770 ILCS 40/0.01, *et seq.*) the KCFPD shall be entitled to a lien against the boarded horses and associated tack/equipment for the value of any and all services and materials provided or rendered and unpaid by virtue of this agreement. Until all such charges are paid by Boarder, the KCFPD shall have the right to keep possession of the horse(s) and associated tack/equipment, and boarding charges shall continue to accrue.

Initial: ___

7. Deposit.
A refundable deposit of $___ is required at the commencement of this Agreement. Unpaid Board or Late Fees, damages to Stable, its facilities and equipment, veterinary charges, and any other unreimbursed expense incurred by KCFPD for Boarder’s or Horses’ benefit (other than Boarding as covered by this Agreement) shall be deducted from the deposit. If Boarder chooses to remove Horses prior to giving full and proper notice of cancellation, no deposit will be refunded.

Initial: ___

8. Stable’s Services.
a. Stable agrees to provide access to the east mud lot for Horses.
b. Horses will be provided with inclement weather turn-in shelter to include either use of the east run-in, the Stable’s indoor arena, or a combination of the two options.
c. KCFPD staff members and volunteers will distribute evening hay provided by Boarder.
d. KCFPD staff members shall have the right to use reasonable and customary restraints and training implements to move Boarder’s Horses should they be necessary if, for example, horse(s) refuse to move or become a danger to itself or others. Further, if a Boarder’s Horse or Horses become a danger to itself or others, KCFPD staff and volunteers will not muck stall(s) temporarily assigned to such horses.

9. Horse’s Physical Condition/Special Care.
Except as specified in this section, to Boarder’s knowledge, all Horses are currently sound, disease-free, and in good condition, and not in need of any special care. Exceptions (use additional sheets as necessary):
None.

10. Horse’s Behavior.
Boarder states that individual Horse(s) exhibit the following behavioral traits (use additional sheets as necessary):
None.

11. Hours of Visitation/Access to Horse.
Boarder, their veterinarian, farrier, trainer, and designated guests shall have access to Horses at Ellis House and Equestrian Center boarded within the Stable, Pasture Areas and Indoor Arena seven days per week from dawn until dusk.
12. Veterinary Care.
a. Boarder agrees and understands that it is Boarder’s responsibility to provide Horses with proper veterinary care and veterinary services. Boarder understands that if a Boarder’s horse / horses is or appears sick or injured, KCFPD will first try to contact Boarder. If Boarder is unavailable, or Horse has an emergency, Boarder gives KCFPD permission to call Boarder’s veterinarian, identified as:

Name, address & contact information

If Boarder’s veterinarian is unavailable, Boarder authorizes KCFPD to call its veterinarian. All fees charged by the utilized KCFPD veterinarian shall be the sole and exclusive responsibility of Boarder, who shall pay the fees when due. Boarder agrees to indemnify and hold the KCFPD, its Board of Commissioners, employees, volunteers, or agents harmless from any and all such costs, including the reasonable costs and fees of enforcing said indemnification. Boarder releases the KCFPD, its Board of Commissioners, employees, volunteers, or agents from all claims and liability associated with the treatment of the horse by the veterinarian, and further releases them from all claims and Liability for injury or damage or death of the horse(s) if not treated by a veterinarian.

b. Boarder also agrees that Boarder will keep Horses current on all customary worming and vaccinations, including but not limited to West Nile, Lyme’s disease, and any and all other worming or other required vaccinations, including submission of a current negative Coggins test result for each horse under Stable care.

Initial: ___

13. Farrier Care.
Boarder agrees and understands that it is Boarder’s responsibility to provide Horse with proper hoof care and farrier services. Boarder’s farrier is:

Name, address and contact information

Boarder’s farrier shall have access to Stable and Horse(s) during regular Hours of Visitation. If Boarder’s farrier is unavailable, and Boarder’s horse(s) is/are in need of farrier services, Boarder authorizes Stable to call its farrier. All fees charged by the utilized KCFPD farrier shall be the sole and exclusive responsibility of Boarder, who shall pay the fees when due. Boarder agrees to indemnify and hold the KCFPD, its Board of Commissioners, employees, volunteers, or agents harmless from any and all such costs, including the reasonable costs and fees of enforcing said indemnification. Boarder releases the KCFPD, its Board of Commissioners, employees, volunteers, or agents from all claims and liability associated with the treatment of the horse by the farrier, and further releases them from all claims and Liability for injury or damage or death of the horse(s) if not treated by a farrier.

Initial: ___
14. Trainer and Care Providers
Name, address and contact information of trainer / care provider(s)

Boarder’s trainer shall have access to Stable and Horses during regular Hours of Visitation.

15. Prohibited Activities.
Neither Boarder nor their guests or agents shall feed, turn-out, walk, work, ride, saddle, injure, whip, harass, or otherwise use, interact with or enter the stalls of any other horse at Stable without permission of the KCFPD. Boarder agrees to abide by all stable rules established by the KCFPD, whether oral or in writing.

Initial: ___

Stable has discretion when and under what circumstances to allow Boarder’s designated Users to have access to Horses and Stable’s facilities. Boarder’s designated users are:
None.

ANY AND ALL AUTHORIZED USERS MUST REVIEW THE ILLINOIS EQUINE ACTIVITY LIABILITY ACT (745 ILCS 47/) AND SIGN A KCFPD RELEASE FROM LIABILITY FORM BEFORE THEY WILL BE ADMITTED TO THE STABLE AND/OR ALLOWED TO INTERACT WITH BOARDER’S HORSES.

17. Safety and Release from Liability.

BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOU OR YOUR CHILD’S PRESENCE AND/OR PARTICIPATION IN EQUINE ACTIVITIES AT STABLE, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF THE KENDALL COUNTY FOREST PRESERVE DISTRICT STABLE.

THE UNDERSIGNED BOARDER AGREES FOR VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS ACKNOWLEDGED, THAT HE/SHE, AND ANY RELATIVES, FRIENDS, AGENTS AND ASSOCIATES OF THE UNDERSIGNED, WHO ENTER THE KCFPD STABLE DO SO AT THEIR OWN RISK AND THAT THE KCFPD SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES, WHETHER DUE TO THE NEGLIGENCE OF THE KENDALL COUNTY FOREST PRESERVE DISTRICT, ITS EMPLOYEES, AGENTS OR OTHERWISE, FOR ANY INJURY TO PERSONS OR PROPERTY INCLUDING, BUT NOT LIMITED TO, DEATH, CONSEQUENTIAL DAMAGES, ECONOMIC LOSS, OR ANY OTHER DAMAGES OR RESULTS OF SUCH INJURIES OR ANY LOSS OR DAMAGE SUFFERED WHILE ON PREMISES OF THE KENDALL COUNTY FOREST PRESERVE DISTRICT.
READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

a. Illinois Equine Activity Liability Act (745 ILCS 47/)
I have reviewed the Illinois Equine Activity Liability Act provisions attached as Addendum 1 to this agreement.

Initial: ___

b. Helmets and Safety Gear.
I understand that it is the recommendation of Stable to wear a riding helmet and utilize other safety gear appropriate to my level of experience while on a horse. I accept full responsibility for accident or injury to myself, family members or my guests if I or they choose not to use a riding helmet or other appropriate safety gear.

Initial: ___

c. Horses are Inherently Dangerous.
I also understand that engaging in equine activities is an inherently-dangerous activity, and that, by so doing, I expose myself to dangers both known and unknown. Horses are large, unpredictable animals which may be dangerous no matter how much training they have, no matter what level of experience I have, and no matter what the situation. I agree and understand that Stable cannot control the horses it boards, and that I shall release and hold harmless Stable from any injury arising out of or related to equine activities at Stable’s facilities.

Initial: ___

d. I am Responsible for my own Conduct and that of my Horse.
I understand that I will ride and handle my horse, and will conduct myself, at my own risk while I am on KCFPD property.

Initial: ___

e. RELEASE AND WAIVER OF LIABILITY, AND ASSUMPTION OF RISK.
I take full responsibility for myself and for any guest that I may bring onto the property and will not hold the KCFPD Board of Commissioners, employees, volunteers, or agents, responsible or liable for accident or injury to myself, my guests, or my agents.

Initial: ___

f. Death or Injury to Horse or Related Damage.
Boader and his/her representatives will not under any circumstances hold the Kendall County Forest Preserve District, its Board of Commissioners, employees, volunteers, or agents
responsible or liable for any sickness, injury, death, loss or damage of any kind that may occur to horses, individuals, or equipment while at the Stable or thereafter.

Initial: __

g. HOLD HARMLESS, DEFEND AND INDEMNIFY.
Boader agrees to defend, indemnify, save and hold harmless KCFPD and its Board of Commissioners, employees, volunteers, agents, and affiliates from and against any loss, liability, damage, attorneys’ fees, or costs that they may incur arising out of or in any way connected with Boarder’s use of Stable, presence at Stable’s facilities, conduct of Boarder’s Horses, Boarder’s use or access to Horses, or Boarder’s or their agents’ actions, breaches, failures, or omissions in performing or furthering this Agreement or any related agreement, obligation or conduct, or as they may relate to or arise out of the subject matter of this Agreement.

Initial: __

h. Costs, Attorneys’ Fees, and Expenses.
In any legal actions brought in connection with this Agreement, arising out of this Agreement, or arising out of any activity of Horses, Boarder, or their guests or agents, the Prevailing Party by 75% or more of damages sought, in any action brought pursuant to this Agreement will be entitled to prompt payment of expenses from the other party following final adjudication in favor of the prevailing party. For the purpose of this Section, “expenses” will include the following costs actually incurred by the prevailing party: attorneys’ fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating or copying costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

Initial: __

18. KCFPD Remedies.
In addition to the other remedies outlined in this Agreement, if Boarder breaches this Agreement, if a Horse or Horses becomes sick, disabled, injured, or a danger to itself or others, or if KCFPD ceases to be able to provide services to Boarder and Horses hereunder, KCFPD reserves the right to require owner’s immediate removal of Horses, and to find alternative boarding for Horses if Boarder fails to do so. Boarder agrees they will be fully responsible for all alternative boarding charges so incurred.

Initial: __

a. Notice to Stable.
All notices must be in writing and delivered to KCFPD at the following address, in a manner which provides proof of delivery:
b. Notice to Boarder.
All notices to Boarder must be in writing and delivered to the address listed below, in a manner which provides proof of delivery.

Name, address and contact information of Boarder

20. Assignment or Transfer.
No party may assign or transfer this Agreement without the prior written consent of the other parties.

21. Entire Agreement.
This Agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to the Agreement. No oral modifications will be considered part of the Agreement unless reduced to writing and signed by all parties.

22. Comprehension.
Each party hereby affirms and acknowledges that they have been given the opportunity to obtain independent legal review by an attorney of their choosing, that they have read this entire Agreement, that it is in plain language, and that they fully understand and appreciate the meaning of each of its terms.

This agreement shall be governed by the laws of the State of Illinois. Venue for resolution of disputes shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

24. Severability
If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

BOARDER:

Signed: ______________________ Date: ________________
Name: ________________________

KENDALL COUNTY FOREST PRESERVE DISTRICT:

Signed: ________________________ Date: ________________________

Name: Jeff Wehrli, President