I agree, and shall cause my children, invitees and guests, to abide by the Park Rules, including those rules and policies published at www.coolleacamp.com, posted at the Premises or otherwise communicated in any manner by Cool Lea Campground LLC Management.

I further understand and agree that Cool Lea Campground LLC does not give credit or refunds due to the discomforts of nature. I understand that Cool Lea Campground does not refund deposits, and deposit amounts cannot be used for campground credit or future reservations. As a participant in a recreation activity, I am responsible for acting within the limits of my ability and heeding all warnings regarding participation in the activity. I will maintain control of myself and any equipment while participating in the activity and will refrain from acting in any manner that may cause or contribute to injury to myself or to others.

I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Cool Lea Campground LLC, its owners and agents (collectively, "Cool Lea Campground LLC Management"), from any and all liability to me, my children, my invitees/guests, personal representatives, and heirs for any loss or damage on account of injury to person (including death) or loss or damage to property relating to, or arising out of, use and occupancy of the Cool Lea Campground LLC property, facilities, golf carts, amenities, pools, water park, jumping pillow and hot tubs (collectively, the Premises) and any dangers and hazards associated with acts of nature such as changing weather conditions; high winds; thunder and lightning; temperature fluctuations; falling trees; tree limbs, ice; or encounters with wildlife.

I HEREBY AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS Cool Lea Campground LLC owners and management from any loss, liability, damage or cost (including attorney fees) they may incur due to injury (including death), damage or loss of property relating to use of the Premises by me, my children, and/or my invitees/guests or due to any incidents that may occur during my stay. I understand that, although Cool Lea Campground LLC Management makes every reasonable effort to provide a secure environment, the security of my person, my belongings, and all the people registered in my party is my sole responsibility.

As a courtesy, our employees, if requested, may assist with directing you to your designated campsite. It is your sole responsibility to ensure that the site will accommodate your specific trailer/RV and that you will not hit any branches, bollards, trees, etc. when positioning your RV on the campsite. You agree to indemnify and hold Cool Lea Campground LLC, its owners and agents (collectively, "Cool Lea Campground LLC Management") harmless from any loss, liability, damage or cost (including attorney's fees) that may result from an employee assisting or directing you onto a campsite. Furthermore, you release, waive, discharge and covenant not to sue Cool Lea Campground LLC Management for any and all liability, loss, or property damage relating to an employee assisting/directing you to your site.

I understand that I am and remain personally liable to pay the total amount of my reservation prior to my scheduled check-in date, or at such an earlier date communicated to me. If I fail to pay the total due, I agree that Cool Lea Campground LLC may charge any remaining balance (in addition to any damage charges or other amounts owed under these Terms and Conditions) to any credit or debit card on file with my reservation. Any amounts due after 30 days will be subject to the maximum late charge permitted under state law.

The Premises are privately owned, and COOL LEA CAMPGROUND LLC MANAGEMENT RESERVES THE RIGHT TO REFUSE SERVICE to anyone for any reason except for those prohibited by law. Cool Lea Campground LLC Management reserves the right to require any person or party it deems necessary to leave the campground based on violations of Park Rules or behavior management deems inappropriate or disturbing to others. Harassment or mistreatment of our staff or other guests, including but not limited to, racist comments or hate speech, will not be tolerated under any circumstances. I have read this notice and agree to it as well as all Cool Lea Campground LLC Rules and regulations. In addition, I understand that I am responsible for the actions of all the people registered in my party, including any children, and any guests that visit during my stay. On behalf of each person in my party, I grant Cool Lea Campground LLC and its affiliated entities and promotional partners the right to include any photograph, video and other visual portrayals of each person in my party in any medium and for any purpose.

### Additional Terms for Rental Units

I understand and agree as follows:

- Pee pads are prohibited in all rental units. At departure, the rental unit is to be left in a reasonably clean condition (broom swept), garbage is to be removed from the rental unit and placed in an outside dumpster, all kitchens and kitchenettes are to be left clean, all dishes are to be washed and put away, and the microwave, fridge, stove and countertops are to be wiped clean; otherwise, Cool Lea Campground LLC Management may charge my credit card with a \$75 cleaning fee. I understand and agree that if I leave the rental unit in an unreasonably filthy condition, permit a pet to occupy a rental unit not designated as petfriendly or smoke in a rental unit, Cool Lea Campground LLC Management may charge my credit card for the cost to professionally clean the rental unit (\$250 minimum charge).
- All damages to the rental unit, whether caused by myself, my children, guests or pets, must
  be disclosed to the registration office immediately or at checkout. All damage occurring to
  the rental unit during my stay will be charged to my credit card after a thorough inspection
  has been made by Cool Lea Campground LLC Management. Damages for which I will be
  responsible include but are not limited to: lost key(s), broken/lost TV/DVD/AC remote
  controls, broken items, discharged fire extinguishers (if not used for a fire),
  damaged/dented/bent appliances, furniture, cabinetry or dishes, writing on walls or
  bedding, and ripped or torn mattresses or covers.

# **Animal Waiver**

I hereby agree with the following regulations and conditions relating to my dog while camping at Cool Lea Campground LLC with my dog.

Excluded Areas. I agree to keep my dog out of the beach area.

Excluded Dogs. I agree that the Campground has the sole discretion to exclude dogs. The basis for exclusion may include, but is not limited to the following: breed-specific exclusions; due to their young age are exempted from state or local law vaccination requirements; are sick; are in heat; are aggressive, vicious, dangerous or potentially dangerous; require muzzling; or are easily frightened or sensitive, resulting in disruptive behavior (such as fighting or biting) in response to a stimulus.

Supervision. I agree to keep my dog on a leash or in a carrier while in all public areas of the Campground. I further agree to always have my dog with me or a designated individual and understand that I may not leave the dog unattended in the cabin or at the campsite. I agree to prevent noise, or any other disturbance caused by my dog, in the interest of other guests at the Campground.

Vaccinations. An up-to-date copy of the Rabies Vaccination for each animal staying at the campground is required to be given to Cool Lea Campground Management upon arrive.

Disturbances. I agree that, should my dog create any disturbances, which cause complaints to be made to the management by other guests or employees of the Campground, at the request of a Campground employee, I will immediately make arrangements to house my dog elsewhere outside the Campground. Additionally, I understand and agree that if I do not find alternative housing for my pet after being asked to do so, I will be asked to leave the Campground and will not be issued a refund.

Assumption of Risk and Release. I understand that my permission to have my dog at the Campground with me is a privilege and not a contractual right. Such permission is expressly conditional upon my adherence to the terms of these rules and other rules in effect at any given time. I understand that the Campground may revoke such permission at any time for any reason. Additionally, I hereby assume all responsibility for risks, injury, damage, other harm that may occur while my dog is at the Campground or caused by my dog. Further, I hereby knowingly and voluntarily expressly release and discharge the Campground, its owner, its agents, its parent companies, members, managers, directors, officers and employees ("Released Parties") from any and all claims, damages, liabilities, injuries, demands, or causes of action, both present and future, whether known, unknown, anticipated or unanticipated, that me or my guests or invitees may have against any of the Released Parties arising out of or incident to my dog's presence in the Campground, whether arising from any act or omission, whether negligent or otherwise, of me, my dog and/or any guest or invitee. I further agree to indemnify each of the Released Parties for any and all such claims, damages, liabilities, injuries, demands, or causes of action, including costs, expenses, and attorney fees arising as a result of or related to the presence of the dog at the Campground. This provision shall be fully enforceable by law.

In light of the global pandemic associated with COVID-19, everyone shares the obligation to observe certain requirements and guidelines to help keep themselves and others safe within their shared community. I represent that I have not tested positive for COVID-19 within the last two weeks, and I have not been in direct personal contact with someone who has tested positive for COVID-19 within the last two weeks either. If I do test positive for COVID-19 or encounter someone who has, or if my temperature exceeds 100 degrees Fahrenheit and I experience other COVID-19-related symptoms, I agree that I will not seek to enter the resort/community until I am no longer symptomatic for three straight days. I agree to observe the safety requirements within the resort/community spaces -- including wearing a personal mask when required, and observing required routes of circulation, occupancy limitations, social distancing and sanitization requirements.

Cool Lea Campground LLC Swimming Facilities

Cool Lea Camp is not supervised by a lifeguard or other responsible person. In place of on-site supervision, this facility has established a series of safeguards to be followed by all guests. We are required to notify you of these rules, to ensure that water rescue equipment is at the beachside and the swimming area is maintained in a sanitary manner. In the interest of your safety and that of your guests, we require you to follow these rules.

Please read the safety rules located at the beach front and on this form. If you have any questions, we will be happy to discuss them with you.

NEVER SWIM ALONE - a minimum of two adults 18 years or older must be present whenever this swimming facility is in use, with at least one adult on the beach front.

THERE IS NO SUBSTITUTE FOR ADEQUATE SUPERVISION - Children under 16 years of age must be accompanied to the bathing facility by a parent or guardian, or similar adult responsible for their safety and behavior.

IN EVENT OF EMERGENCY, NOTIFY THE FACILITY OPERATOR AND CONTACT HELP IMMEDIATELY. A free telephone is provided at this facility, Telephone numbers for the nearest medical service are posted.

- ONLY USE THIS FACILITY DURING POSTED HOURS OF OPERATION
- DON'T DRINK ALCOHOL AND SWIM
- DON'T THROW STONES IN SWIM AREA OR BEACHFRONT.
- SWIM ONLY IN DESIGNATED AREAS

Injuries can be prevented, and safety is everyone's responsibility. If you notice any problems with the water quality or the absence of safety equipment, please notify us at once.

## **RV Policies**

## Check In / Check Out

Check in is at 3 PM and entitles you to your site until 11 AM the day of departure. If you are going to be later than 6pm please call. No check ins after 8pm or on Sundays. Early check-in permitted if the site is available, and Early Check-In fee is paid. We will not ask a guest to leave so that you can check in early. If you arrive in the area early, please make arrangements until your site is available. We do not have a waiting area for those checking in early. The check-out time is 11 am. Late Check outs are allowed if the site is available, and the

Late Check-Out Fee is paid. You do not need to contact the office for check out, unless you need to pay for an after-hours check in.

One tent is allowed on RV sites, see management for fees and placement.

Late check-ins are until 8pm or dusk whichever comes first. Please contact the park for instructions.

## Reservation Balances.

If the reservation was not paid in full at the time of booking, the remaining balance will be charged to your credit card 3 days prior to arrival.

#### Cancellation and Refund

If you need to cancel your reservation, please note that Cool Lea Campground LLC does not refund deposits. If you have paid in full and need to cancel prior to arrival, we will refund half of your payment.

## Billing

If your reservation is not paid in full, Cool Lea Campground LLC will charge your credit card the remaining balance 3 days before your arrival.

# Site Changes

Lock Site Fee: We optimize our reservations, so we strongly encourage you to opt for the Lock Site option when reserving your site. If not, you may be placed on a different site with the same amenities. You will be notified 72 hours prior to arrival if that is the case.

You have been assigned a specific site, if you wish to move, please check with the office. Due to reservations and maintenance, moving may not be possible. Please inquire before moving sites.

### Rental Units

At departure, the rental unit is to be left in a reasonably clean condition (broom swept), garbage is to be removed from the rental unit and placed in an outside dumpster, all kitchens and kitchenettes are to be left clean, all dishes are to be washed and put away, and the microwave, fridge, stove and countertops are to be wiped clean. All other park policies apply to rental units also. See Terms and Conditions for more information.

### Tent Sites

All tent sites are priced per night for a single tent. If the site is large enough, additional tents can be added for a fee. Apart from our Highest Hill site, all tent sites are allowed 1 vehicle. All other park policies apply to tent sites also, open fire, excess garbage fee ect.

# Open Fires

Open fires are not allowed in our park. Fires must be in firepits or designated fire rings. All fires must be extinguished before you leave your site for any reason. Do not try to burn glass, metal or plastics in the fire rings.

# **Parking**

Please do not park your vehicle, trailer, or boat in an adjacent site. Use of more than one site will result in additional charges. We have a boat/trailer parking area available.

### Storage

Storage is not allowed under or around your RV or picnic table.

# Site and Park Navigation

Please be respectful of your neighbor and do not walk between sites when navigating the park. Please use main roads, sidewalks, and designated public paths while walking, using a golf cart, bicycle, e-bike or any other form of transportation around the campground.

# Washing

Washing RVs or vehicles is only permitted with 1 bucket of water and a sponge. Hose washing is not permitted, as it can result in a mess and disturb your neighbors.

### Rugs

Rugs bigger than 3' x 6' are not allowed for more than 3 days, (with the exception of seasonal sites) as it kills the grass and we want your site to look good for both you and the next guest.

### Pet Policies

#### Leash

We ask that you always keep your pets on a leash. This helps you, your pet, and other guests and other guests' pets stay safe.

No Pee Pads are allowed in rental units.

#### Pets Prohibited

Pets are not allowed in the playground area or beach area.

## Cleaning Up After Your Pet

Be a good neighbor and please use the dog walk area and clean up after your pet always. Do not let your pet deposit waste on your site or any of our other guests' sites please. Failure to clean up after your pet will result in you being asked to leave without a refund.

# Leaving Pets Unattended

Pets may not be left unattended in our park. Please do not tie your pet to a tree and leave. Leaving your pets unattended is dangerous for your pet as many factors including weather, power outages, etc. can affect your pet's well-being while you are away.

### Pets Not Allowed on Furniture

If you are staying in one of our lodgings, pets are not allowed on the furniture. For any incidents, that will be a \$25.00 charge per occurrence.

### Pet Vaccinations

Due to Insurance Requirements, all pets must be vaccinated in our park. Please make sure your pet's shots are up to date and a copy is given or emailed to park management.

## Barking

Excessive barking is not tolerated and disturbs your neighbors. Please note that excessive barking may result in you being asked to leave without refund.

## Vehicle Policies

## Speed Limit

The park speed limit is 5 mph. This policy is to keep you, your children, and your pets safe. Exceeding this speed limit will result in a warning. Multiple warnings will require us to ask you to leave. Safety is our number one priority for our guests.

## **Parking**

Each paid guest registration covers 1 RV per site and 2 vehicle per site unless noted. Extra vehicles will need to be parked in additional parking spots by the office. Please do not park on our grass. Ruts caused in your site due to additional vehicles will result in damage charges.

Trailers, Boats, must be parked in our designated trailer parking area.

No parking in common areas. Do not park in the middle of the road. Do not park in sites that you did not register for and do not block our garages or our bathrooms. Parking on the grass is not permitted at RV Sites or in tent areas.

No parking on the road by the lake.

#### ONE WAY

The road from the office to the pavilion is ONE WAY UP for every vehicle. Please use the left turn by the Island row to get to the pavilion unless you are walking.

## Pavilion

Our pavilion is open for use 8am to 2am. If there is a fire in the pavilion pit you are welcome to hang out there. Be mindful, there are seasonal and management with campers close to the pavilion and quiet time is 10pm. Loud Music, yelling or talking loudly will not be allowed after 10pm. If you want or plan to use the pavilion area for anything during the day for any activity other than just hanging out, please let management know.

ATV's. Dirt Bikes, Motorcycles, Golf Carts, Bicycles and E-Bikes.

ATVs, and Motorcycles are welcome onsite but may not be used within the park. Contact management for more information.

Dirt Bikes are not allowed.

Helmets are required when riding bicycles or e-bikes in the campground and must be ridden on roads and trails only. They also fall under the 5 MPH speed limit.

Golf Carts can be operated throughout the campground on roads and trails only and must abide by the 5 MPH speed limit.

General Park Policies

Please follow campground etiquette

Respect other people's space, respect wildlife, clean up after yourself, be mindful when using lights outside, respect quiet hours, control your campfire, be mindful of pets, don't carve on trees, picnic tables or any other campground property.

Respect our camp roadways and do the speed allowed in the campground, our roads are not a racetrack.

#### Severe Weather

In case of severe weather, seek shelter in the bathrooms or the pavilion. We love pets, so please bring them with you and please do not leave them in your RV during severe weather warnings.

#### **Visitors**

Only registered guests are permitted to enter the park. All visitors must stop in the office to register, pay a fee and receive a parking pass. Visitors may not bring pets. Cool Lea Campground LLC reserves the right to limit the number of people visiting a site. Day visitors must depart by 10:00 pm. Overnight visitors must depart by 11 am. Please check with the office before inviting any visitors. Registered guests are responsible for the actions of their visitors and need to ensure their visitors are properly registered and that campground rules are followed.

All guests visiting must park in the office lot.

#### Electrical Use

You are responsible for understanding how many amps you are using in our RV. Amp usage over the 50 AMPs provided can trip your breaker. Please be mindful of your amp usage, so that you don't trip your breaker during your stay.

Please notify the office so that we can notify our maintenance crew. If you have any electrical issues during your stay. Guests are not permitted to diagnose our electrical pedestals per insurance and safety requirements. Maintenance is happy to help. Even if you are an electrician, laws prohibit you from working on our pedestals unless hired to do so.

## Restrooms

For the comfort of all our guests, restrooms are open 24/7 with the exception of a temporary closing. We ask for your help in keeping the restrooms clean, please. Guest under the age of 18 need adult supervision in the bathrooms and showers as well as the pool area.

## Beach & Playground

No lifeguard is on duty. The playground opens at 9 am after quiet time and closes at dusk. Anyone under 18 must be supervised in these areas and all areas of the campground. Horseplay, running, and diving is not permitted in playground area. Loud music, glass, and rough play are not permitted at our playground area. Failure to follow these rules result in you being asked to leave without refund. Children in diapers are not allowed in the lake. Please do not let your children climb our trees, as it damages them.

## **Quiet Time Policies**

Quiet time is 10 PM to 7 AM. Anyone playing loud music will be warned only once and then asked to leave without a refund.

# Trash Disposal and Recycling

A dumpster is available on site. Please do not dispose of any motor oil, cooking oil, wires, furniture, mattresses, or any toxic or hazardous waste items. Failure to adhere to this rule may result in charges for disposal fees.

Please do not leave trash bags, cans, bottles, paper or cigarette butts on the site or in our fire rings when you leave. An excess garbage fee will be charged to your credit card.

## Anti Siphon Values

To stop any contamination from RVs water lines going into our system, anti-siphon valves are placed on each fresh water spicket. These values must remain on the spicket, if removed there is a \$20.00 replacement fee.

#### Children

Children under 18 must be supervised by an adult at all times. Horseplay, running, or diving in the pool is not permitted. Riding bicycles without a parent and on our main entrance road is prohibited for the safety of your children and our incoming RV guests. The playground, basketball court, and beach close at dusk. Anyone under the age of 18 must be back at their site by dusk. Children may not use the restrooms without being accompanied by a parent or guardian.

### Drones

Dron es are not permitted in our park. Please do not fly drones over people or RVs. There are several local parks where drones are permitted for your enjoyment.

# Clotheslines

Clotheslines are not permitted in our park.

#### Fireworks and Firearms

Fireworks and firearms are strictly prohibited in our park. The prohibiting of fireworks includes sparklers, smoke bombs, aerials, and firecrackers. The prohibiting of firearms includes all guns including air soft, BB, and pellet guns. If these items are seen outside of your RV, you will be asked to leave immediately without a refund.

## Repairs

Repairs to RVs and vehicles are not permitted in our park. We are happy to recommend a local Mobile RV Repair service that will come to your site to assist you with any repairs.

### Safety and Emergencies

Emergency Contact Information forms are required from all monthly guests. This information remains private and used only when a situation arises when we need to contact someone in the

event of an emergency or is sought by law enforcement agencies. We never give personal information to others.

If you observe any activity you believe to be of concern, call (607)-594-3500 24 hours a day. (No solicitation is allowed.)

If you need to call 911 for any reason, and time allows, please call the office so the maintenance staff can be prepared to escort the emergency personnel to your site.

# Acknowledgment:

I acknowledge that I have read the foregoing Assumption of Risk & Release and fully understand its provisions and implications. My execution of this Release is entirely voluntary and intended to be binding on my heirs, executors, legal representatives and assigns.

I have read this Animal Waiver and understand it is my responsibility to abide by the Rules. I further understand that it is my responsibility to ensure that my guests and invitees also comply with the Rules. Failure to adhere to the policies and rules set forth herein may result in my removal from the Campground without a refund.

- I have read and understand the Bathing/Beach Safety Rules at this facility and will abide by the rules listed.
- I have read and understand the Park RV Policies.
- I have read and understand the Campgrounds' etiquette
- I have read and understand the Campgrounds' General Policies
- I have read and understand the Campgrounds Visitor/Guest policies

Signature	•
Printed Signature	
Date	
Site Number	