

# Release of Liability and Rules Agreement - Eagle Rock Resort & Campground

In consideration of being permitted to enter and use the property, equipment and/or facilities leased to or operated by Eagle Rock Resort & Campground LLC, an Ohio limited liability company ("Operator"), and owned by Eagle Rock Mountain, LLC, an Ohio limited liability company, Community Property Group Miami, Ltd., an Ohio limited liability company, Mark One South Ltd., an Ohio limited liability company, and Community Property Group Covington, Ltd., an Ohio limited liability company (collectively, the "Owner") for any and all purposes, including, but not limited to, the following activities: hunting, fishing, camping, dirt bike, motorcycle, ATV, SxS, or any other motorized vehicle engaged in trail riding, racing, or any similar activity, horseback riding, swimming, or any and all other resort activities, of whatsoever type or nature, whether such activity engages equipment leased from Owner, Operator, or any other person or entity or owned by the participant, the undersigned ("Guest"), for himself/herself and for his/her personal representatives, assigns, spouse, children, heirs, executors, administrators, and next of kin, or any other person or legal entities, as applicable, hereinafter referred to individually and collectively as "Releasor(s)", enter into this Release of Liability and Rules Agreement and:

1. Hereby release, waive, discharge and covenant to hold harmless and not to sue Owner, Operator, and each of their respective members, managers, officers, employees, independent contractors, sponsors, advertisers, and lessees (collectively, the "Releasee(s)") from any and all claims, causes of action, losses, damages, and any claims or demands therefore, on account of injury to person (including death) or property of any Releasor(s), whether caused by the negligence of the Releasee(s) or otherwise, occurring while the Releasor(s) is/are in or upon the properties, and/or riding, competing, officiating in, observing, working for, or for any other purpose participating in any of the above-referenced activities in any form or fashion, whether supervised or unsupervised, and whether directly or in a peripheral activity, and/or for the Releasor(s) mere presence on the properties generally located at 805 Luther Seiber Blvd, Pioneer, TN 37847, in Campbell County, Tennessee consisting of approximately 400 acres, more or less (the "Properties").
2. Hereby release and agree to indemnify and save and hold harmless the Releasee(s) from any claims on account of the rendering of any first aid, and/or any medical treatment or services. Releasor(s) herein authorizes the release of any and all medical records, incident reports or other related documents of whatsoever type or nature, to the Releasee(s) and/or any other persons in the event of property damage, injury or death, or otherwise, without limitations.
3. Releasor(s) assume full responsibility for any and all risk of bodily injury, death and/or property damage due to the negligence of Releasee(s) or any other persons and/or for any other cause whatsoever, while on the Properties. Releasor(s) acknowledge that such previously described activities are inherently dangerous and that participation in such activities involves an assumption of risk that could result in damage to property, serious disability, strains, fractures, partial and/or total paralysis, injury or death. Releasor(s) hereby knowingly and voluntarily assume all such risks and will hold Releasee(s) entirely harmless thereof, without any limitations.
4. Releasor(s) expressly agree that this Release of Liability and Rules Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Tennessee and that if any portion of this Release of

Liability and Rules Agreement is held invalid, it is agreed that the remainder shall, notwithstanding, continue in full legal force and effect. The sole and exclusive venue of any court action dispute that may arise out of this agreement, or otherwise between a Releasor(s) and a Releasee(s), shall be in the courts in Auglaize County, Ohio, and such actions shall not be filed in any other courts or in any other venue.

5. Releasor(s) states that this Release of Liability and Rules Agreement has been read in its entirety and that he/she knows and fully understands the contents of same and signs this Release of Liability and Rules Agreement as his/her own free and willful act. This Release of Liability and Rules Agreement constitutes the entire agreement between Releasee(s) and Releasor(s) and the terms of such are contractual and not mere recitals. Releasor(s) understands that Releasor(s) is not covered by any insurance policy held by Releasee(s) for any damages to property, injury or death.
6. The use of masculine and feminine and neuter pronouns herein and the use of the singular and plural shall be interpreted as appropriate to the circumstances and content set forth above, as applicable.

## Rules

Please initial each paragraph;

\_\_\_\_\_ I understand all reservations require a 50% non-refundable deposit by credit/debit card matching the guest on file. If my reservation must be cancelled prior to the day of arrival a rain check will be credited to my account for a future date up to 1 year from my planned date of arrival. I understand that if I cancel within 5-14 days of my arrival I will be credited in full for a future date, up to one year from my planned arrival, as a hotel credit. If I cancel the same day, up to four days before planned arrival will forfeit the deposit and a raincheck will be credited for the remaining balance good for one year from your planned arrival. There are no refunds or rain checks for early departure.

\_\_\_\_\_ I understand unreported pets inside cabins or evidence of pet damage, excessive hair or fleas will result in a \$200 charge to my credit card. All pets must remain on a leash at all times.

\_\_\_\_\_ I understand the NO SMOKING inside cabin policy and if violated will result in a \$200 charge to my credit card. Removal of smoke detectors will also result in a charge of \$200.

\_\_\_\_\_ I understand QUIET TIME in campground is 11 PM. Be courteous to others and turn your music off when entering or leaving the campground.

\_\_\_\_\_ I understand that children are not allowed to CRUISE the campground in a motorized vehicle. Also, children less than 6 years of age are NOT ALLOWED on the top bunk of bunk beds. All children must be supervised, by an adult, at all times.

\_\_\_\_\_ I understand that all trash and debris must be disposed into the nearest dumpster. Do not leave garbage in your fire rings or bagged trash at your site. Please do not leave the property with a fire still burning or with hot embers in the fireplace. Doing so is an extreme fire hazard. DO NOT EXTINGUISH CAMPFIRES WITH OUR FIRE EXTINGUISHERS.

\_\_\_\_\_ I understand that HOUSEKEEPING or MAINTENANCE issues will not be addressed at check out. I can call the camp hotline at 937-515-9230 for immediate assistance. I also understand that issues arise and that no refunds or discounts will be given for problems beyond our control such as utilities, satellite signals, cable service, septic tanks, appliances, HVAC, and due to acts of God.

\_\_\_\_\_ I understand that guests will be held responsible for all accidental or reckless damage to cabins and/or property whether or not it was intentional. Any damage must be reported to the camp hotline at 937-515-9230 prior to departure. The person listed on the reservation will be considered the responsible party and any/all charges concerning the damage will be charged to the credit card on file.

\_\_\_\_\_ I understand that because this campground and its buildings are in remote mountains it is not uncommon to encounter bears, bees, wasps, lady bugs, ants, spiders, and the occasional mouse. Each property is treated on a regular basis by our maintenance team, but the bears are just pesky neighbors. Please understand that you may occasionally have "uninvited guests". Do not leave coolers outside or food on picnic tables. Refunds will not be given for visits from these "uninvited guests".

\_\_\_\_\_ I understand that there will be no washing of ATV/UTV machines on campground property per EPA Watershed Protection. Violations can result in a fine and immediate eviction from campground.

\_\_\_\_\_ I understand that check-in is at 3 PM and check out is at 10 AM, no exceptions, unless a late check out/early check in has been scheduled and paid.

# Your Information

First Name: \_\_\_\_\_

Middle Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Street Address: \_\_\_\_\_

Country: \_\_\_\_\_

Postal Code: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

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I hereby acknowledge that I have read and fully understand the terms of the agreement. I voluntarily agree to be bound by this agreement, and I certify that I am 18 years of age or older. My signature applies to all pages of this contract.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# Spouse Information

First Name: \_\_\_\_\_

Middle Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Street Address: \_\_\_\_\_

Country: \_\_\_\_\_

Postal Code: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

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I hereby acknowledge that I have read and fully understand the terms of the agreement. I voluntarily agree to be bound by this agreement, and I certify that I am 18 years of age or older. My signature applies to all pages of this contract.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Minor 1 Information

First Name: \_\_\_\_\_

Middle Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

## Minor 2 Information

First Name: \_\_\_\_\_

Middle Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

## Minor 3 Information

First Name: \_\_\_\_\_

Middle Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

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A parent or legal guardian must sign this agreement on behalf of any minor participant under the age of 18. I represent that I have the authority to sign and enter into this agreement on behalf of the minor(s) listed above.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_