

RELEASE OF LIABILITY AND RENTAL WAIVER FOR
LUCKY DUCK RIVER RENTALS CAMPGROUND

1. Lucky Duck River Rentals LLC grants permission to use Rental Equipment, owned and stored on the campground premises, during the rental period. In return, the renter agrees:

a. To assume full responsibility during the Rental Period for the risk of any and all inquiries and/or damages that may be sustained by renter or by any other person authorized by Renter in connection with the use of the Rental Equipment, or if unauthorized use is due to negligence of Renter, and hereby remises, releases, and forever discharges Lucky Duck River Rentals LLC. , their assign, and legal representatives, from any actions, claims, damages, suits, or judgments resulting from arising out of, or in any way relating to the use of the Rental Equipment. Furthermore, all guests/visitors assume all risks and danger incidental to the activity of camping in a rustic outdoor environment including specifically (but not limited to), the danger of being injured or killed by insects or other animals, of being injured while participating in recreational activities, such as swimming or outdoor sports at the campground and/or being injured as a result of inclement weather conditions, and agrees that the campground and its owners, agents and employees are not liable for injuries or property damage resulting from such risks and danger.

b. To indemnify Lucky Duck River Rentals LLC. for any and all loss, liability, damage or cost that Lucky Duck River Rentals LLC., may incur excluding that relating to normal wear and tear, as a result of the above- described permission relating to the Rental Agreement.

c. Agree that the parents(s) and/or legal guardians of the participant should inspect the facilities and equipment being used. If the parent of guardian feels anything is unsafe, please inform any management employee at Lucky Duck River Rentals LLC. and refuse to participate.

d. I acknowledge and fully understand that I will be engaging in activities that may involve risk of serious injury. Further, that may be other risks not known to us or not reasonably foreseeable at this time.

e. I assume all the foregoing risks and accept personal responsibility for the damages following such injury, permanent disability or death.

f. I acknowledge and fully understand that each camper participant that will be engaging in any activities will be held responsible if any damages occur or any rented items are not returned and not returned in the condition in which they left. Campers will be required to pay in full price for any and all damages that they are responsible for.

g. I acknowledge and fully understand that each camper participant under the age of 18 that will be engaging in any activities must be supervised at all times and any participant under the age of 18 must be accompanied by the river and areas around it as well as on campground and areas around it sites. The parent(s) and/or guardian must assume full responsibility and liability for any damages, injury or death that may occur, even if they are not present. Lucky Duck River Rentals LLC. and/ or their employees are not responsible for children left unattended.

h. I release, waive, discharge and covenant not to sue Lucky Duck River Rentals LLC. and/or their respective employees, owners and lessors of premises used to conduct any activities, all of which are hereinafter referred to the "releases", from any and all claims, demands, losses or damages on account of injury, including death and damage to property, causes or alleged to be caused in whole or in part by the negligence of the releases or otherwise. Furthermore,I have read this Release of Liability and Waiver

Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement. I understand the failure to comply with the camping rules will result in my immediate expulsion from Lucky Duck River Rentals LLC Campsite at Warner's Bridge.

i. **WARNING!** A person who participates in recreational activity shall assume all risks inherent with such activity. This activity listed is, by its very nature, a potentially hazardous activity. While every attempt is made to insure that the product provided is correct, up to date and safe, it is never a substitute for your better judgment. Reckless and careless use of our rental equipment will not be tolerated. Rental equipment use may be terminated without refund, if abuse, reckless or careless use is observed.

j. **Photograph & Video Release** - I hereby acknowledge that Lucky Duck River Rentals LLC might use my photos and likeness in all forms and media for advertising purposes. I understand I am entitled to no compensation. I release the photographer from all forms of claims and liability related to my photo usage. I hereby waive any right to inspect or approve the finished photos that may be used in conjunction therewith or me eventual use that it might be applied. I hereby certify that I am the parent and/or guardian of the Minor campers/participants, registered on my site. I further certify the subject(s) is an infant/minor under the age of eighteen years. I hereby consent that any photographs, which have been taken, may be used by the photographer for the purposes set forth in original release hereinabove.

k. **I AGREE TO COMPLY WITH ALL CAMPGROUND RULES & REGULATIONS:** This property is privately owned. We reserve the right to refuse service to anyone and will not be responsible for loss of money or valuable of any kind. I have also received and read Pet Rules and Campground Rules.

L. I agree to pay any additional charges left on my campground account; charges may include but are not limited to rental equipment, any item(s) purchased in the campground office, late departure, any damage(s) to campground property. If fees/charges are not paid before my departure, I consent to have this fee (if applicable) charged without notification to the same credit card provided for the campsite.

m. **Payment due at time of booking.** For online payment, go to luckerduckriverrentals.com or email us at luckyducktn@gmail.com We accept credit cards/ debit cards and money orders. Personal checks are not accepted. Payment is due before your stay.

N. **Cancelations.** Your payment is not refundable.

Terms of Service. Guests and visitors agree to abide by all campground rules. All campground rules are posted on our web- site and at the check-in window. Late fee applies if payment has not be received on the night of your stay. There is a 14 nights maximum stay for all campers. You are required to check in upon arrival. Please inform the staff of your campsite #. Only numbered campsites are available for camping, no setting up tents river side of river. . No illegal drugs, no alcohol consumption tolerated. Drunken and disorderly conduct will not be tolerated. Be a courteous neighbor. At check-out, leave your campsite as you found it. Remove all trash, discard in appropriate recycling and trash containers.

SWIMMING, RENTAL EQUIPMENT, ACTIVITIES, OUTDOOR SPORTS SAFETY RULES

NEVER SWIM ALONE. A minimum of two adults, 18 years or older must be present whenever the swimming facility is in use. **THERE IS NO SUBSTITUTE FOR ADEQUATE SUPERVISION.**

A parent or guardian must accompany children under 18 years of age.

No swimming in the river after dark or before dawn.

I understand that there is no lifeguard on duty at this campground.

Do not drink alcoholic beverages and swim or participate in water sports.

No riding any motor vehicle on grass, through campsites, walkways or off the property.

Must swim in designated areas. Diving or jumping into the water is strictly prohibited.

No Bike Riding

CHECK OUT: 11:00 AM. Our cleaning crews will arrive at 11:00 AM. We ask that you vacate by 11:00 AM and leave. Another day's rental will be charged to your folio by 12:00 PM. All parking is subject to availability and NO overnight parking is offered.

Prohibited: generators, fireworks, atv's, rv, trailers, illegal drug use, alcohol.

PET POLICY: All dogs must be current with inoculation shots and leashed at all times. When tied to your camper, dogs must be secured by a strong leash that does not extend off the site in any directions, not tied to a tree. Pets are not allowed inside or outside any rental units. Do not leave dogs unattended at any time. Aggressive or barking dogs are not tolerated. Dogs are not permitted to go into any buildings or swimming areas. Owners are required to clean up after their pets. Dogs with a history of aggressive behavior are not allowed in the campground. Owners and Managers have the right to dismiss any campers who do not abide by the pet policy stated above.

PERSONAL TRANSPORTATION POLICY

Lucky Duck River Rentals LLC does not allow mini-bikes, motorized scooters, nor allow children to drive any type of motorized vehicles. Operators must have a valid driver's license.

****QUIET TIME HOURS: 10PM - 7AM MONDAY - QUIET TIME IS STRICTLY ENFORCED; VIOLATORS WILL BE REQUIRED TO LEAVE THE CAMPGROUND WITHOUT A REFUND .**

****CAMPFIRES UNATTENDED;ALL CAMPFIRES MUST BE EXTINGUISHED AT MIDNIGHT. ONLY KILN DRIED PRE-PACKAGED FIREWOOD IS ALLOWED INTO THE PARK. ***

I AM NOT BRINGING ANY WOOD OF ANY KIND INTO Lucky Duck River Rentals LLC CAMPSITE at Warner's Bridge.

****Lucky Duck River Rentals LLC does not ALLOWS THE CONSUMPTION OF ALCOHOL ON YOUR CAMP SITE, AND NEVER IN ANY BUILDINGS, ROADS, river AREA OR ANY COMMON AREAS OF THE PARK. DRIVING A MOTORIZED VEHICLE, INCLUDING CARS, TRUCKS AND GOLF CARTS, WHILE UNDER THE INFLUENCE OF ALCOHOL OR WHILE CONSUMING ALCOHOL IS NOT ALLOWED AT ANY TIME WITHIN THE Luck Duck River Rentals LLC. CAMPSITES PROPERTY.**

THE SAFETY OF ALL FAMILIES AND ESPECIALLY CHILDREN HERE AT Luck Duck River Rentals LLC. CAMPSITES at Warner's Bridge IS THE HIGHEST PRIORITY. ANYONE CHOOSING NOT TO ABIDE BY THIS FIRM POLICY WILL BE FORCED TO VACATE THE PARK IMMEDIATELY WITH NO REFUND.

Entrance onto the campground property constitutes permission for the management of Luck Duck River Rentals LLC., to photograph the visitors while on the premises and to use any resulting pictures for any lawful purpose without compensation to the visitor.

In conjunction with your use of Lone Pine Campsites facility the undersigned acknowledges that this is an open, outdoor park that provides staffing for administrative and guest services based on occupancy. Lone Pine Campsites does not provide emergency service personnel. In the event of an emergency, you must call 911 and report your call. Also call the office when open or the after hours emergency phone listed on the front door of the office.

Good Samaritan Release

We acknowledge that in the event of injury, no medical professionals are available. We therefore further release and discharge Chuck Baker, Benjamin (Fuzzey) Garland, and Lucky Duck River Rentals LLC, their affiliates, managers, members, agents, attorneys, employees, staff, volunteers, heirs, executors, administrators, representatives, predecessors, successors and assigns, from any claim on the account of rendering of, or failure to render, first aid, medical treatment, or services,

Due to fire safety, no smoking is permitted at campsites. Smoking is permitted only in designated areas of the property. Campfires must be contained to designated areas and extinguished at the end of the day.

FOR PARENTS/GUARDIANS OF MINORITY AGE (under age 18, or such other age of consent as may be applicable in any given jurisdiction, at time of registration):

This is to certify that I/we, as parent(s)/guardian(s) with legal responsibility for this participant, do consent and agree not only to the release above regarding this participant's participation in camping at Camp Olowalu, but also for myself/ourselves, and my/our heirs, assigns and next of kin, to release and indemnify the Releasees from any and all Liability incident to my/our minor child's involvement as stated above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

Parking: All vehicles must be parked in the designated parking area. Place parking permit issued by Camp Olowalu visible on the dashboard. Parking permit must show vehicle's license plate number to be valid.

Yes, we have read **Lucky Duck River Rentals LLC Waiver of Liability** carefully. We clearly understand the terms and voluntarily sign this release agreement. We have also discussed this with all persons in my party and they have authorized me to sign this agreement on their behalf.

- Yes, we have read and agree to the **Good Samaritan Release**.
- Yes, we have read and agree to the **Swift Creek Release**, and have discussed it with all other persons in my party.
- Yes, we have read and agree to abide the **Rules and Policies** of Firelight Family Campground.
- Yes, we have read and agree to the **Photograph and Video Release**.

I HAVE READ THE ABOVE WAIVER AND RELEASE, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND I SIGN IT VOLUNTARILY.

Name _____

Site # _____

Email _____

Phone Number _____

Emergency Contact Number _____

Number in party _____

Number of Dogs _____

Signature _____

Check in Date _____ Check out date _____

Time in _____ Time returned _____