# RULES, REGULATIONS, AND LIABILITY WAIVER Beach Camping Area

## Registration, Fees and General Rules

Fees are payable in advance at the office during regular business hours. Maximum of 4 adults per site. 2 Vehicles per site. Moving from an assigned space must be approved by the office. If you wish to stay an additional day or delay your departure, please check with the office to see if incoming reservations have been assigned to your site. You must re-register by 10:00 am. Re-registration may not be guaranteed due to previous registrations for the site. All campers must sign a liability waiver (or parent/guardian for minors) Absolutely no fireworks, firearms, air guns, slingshots or otherwise shall be allowed on the premises. No Lifeguard on Duty.

## **Campground Utilities/Trees/Weather**

The campground offers water/sewer/electricity/WiF with 50/30/20 amp electrical service. Campers should use the service that is appropriate for their camper. Water pressure is strong at the campground. Campers should have a **pressure-reducing valve** coming into the camper. Campground is not responsible for camper damage due to water pressure. Pressure-reducing valves are available for purchase at registration. The campground is not responsible for damage due to tree limbs falling on personal property. Campground is not responsible for damage to personal property during inclement weather.

CAMPSITES: CHECK-IN 1PM | CHECK-OUT 11AM RENTAL UNITS: CHECK IN 3PM | CHECK-OUT 10AM

Day Pass: 9AM-6PM

**Quiet Hours:** 10:00 pm to 8:00 am. Loud Music and TVS will not be permitted at any time and must be turned off by 10 pm.

#### **Vehicles/Bicycles**

Speed Limit - 5 MPH; Drive carefully and watch for children

Only one camper and two vehicles per site unless otherwise approved by Management

No bicycle riding after dusk. Helmets are required by State Law.

## **Campfires**

Guests will be subject to a \$50.00 cleaning fee for throwing trash such as glass bottles and cans into fire rings. Moving a fire ring may result in a \$1000 fine per NH State Law. Per NH law: out-of-state firewood is prohibited. Campfires must be in "off the ground" fire rings only. Firewood may be purchased at the Office. It is a violation of these regulations to cut any live trees. Do not leave fires unattended; All campfires must be out by no later than 11:00 pm Visitors, Guests, and Pets

Visitors guests must be registered at the Office each time they visit per NH State law. Visitors are welcome from 10:00 am to 8:00 pm and must park in a designated area. \$10 per person fee. Campers are responsible for visitors/guests. Visitors may be restricted during periods of high occupancy. Pets must be always on a leash. Pets are not to be left unattended. Proof of rabies vaccination is required at check-in. We are all dog lovers, however, excessive barking disturbs your neighbors so please be mindful of this. Dogs are only allowed on the designated Dog Beach.

#### For the Safety of Children

Adults are responsible for the conduct of the children registered to their site at all times. Children aged 10 and under must be always supervised.

# ASSUMPTION OF RISK, WAIVER OF LIABILITY, RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of the services of TEAK ADVENTURES, LLC d/b/a Beach Camping Area ("Campground"), their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as the "Released Parties"), the undersigned (collectively, "Camper"), hereby agrees to release from liability, indemnify, and discharge the Released Parties, on behalf of Camper, Camper's spouse, children, parents, heirs, assigns, personal representative and estate, as follows: 1. Acknowledgement of Risk. Camper hereby acknowledges and agrees that the use of the facilities and landscapes operated by the Campground has inherent risks. Camper fully recognizes the dangers and risks of camping in nature, including but not limited to, fishing, hiking, water activities, campground organized activities, sunburns, hypothermia, falling trees and limbs, poison oak/ivy, insects, animals and wildlife among other risks, are inherent in camping, outdoors, campground organized events/games/activities and water activities (the "Activities"). Further, alcohol and/or drugs do not mix safely with any outdoor Activities. By engaging in Activities, using the property facilities and/or camping on the Campground's premises, the Camper assumes the risk of illness, disease, injury or death. 2. Assumption of Risk. Camper is voluntarily participating in these Activities and is using the services of the Campground with full knowledge of the risks involved and expressly agrees, promises to accept and assumes all risk of the Activities and services whether or not described above, known or unknown, foreseeable or unforeseen. Campers understand that these risks may include loss of property, injury to person or death.

- 3. Release from Liability. Camper hereby releases, waives, discharges, and covenants not to sue the Released Parties or their directors, officers, agents, owners, employees and insurance carriers from any loss, damage, claim, or demand, whatsoever, including any such claims relating to injury or loss to the person or property of Camper or resulting in the death of Camper, whether caused by the negligence of any Released Party or otherwise while the Camper is in or upon the Campground and/or participating in any of the Activities or otherwise of the Campground.
- 4. Indemnification: Camper agrees to indemnify, defend, and hold harmless the Released Parties (that is, defend them and satisfy by payment or reimbursement) and their directors, officers, agents, owners, employees and insurance carriers from any claims, loss, liability, damage, attorney's fees, or costs (collectively referred to as ("Claim" or "Claims") incurred by or entered against Campground or the Released Parties as a result in participation in the recreational activities or resulting from any other incident occurring before, after or while Camper is on the premises of the Campground.
- 5. Negligence. Camper agrees that the foregoing indemnities, waivers, and releases will apply even if the incident giving rise to the Claim is caused in whole or in part by the condition of the premises at Campground or by the sole or concurrent negligence of the Campground (but not the gross negligence or willful misconduct of (Campground).
- 6. Damages or Losses: Neither Released Parties nor their directors, officers, agents, owners, employees or insurers, shall be responsible to Camper for any Claim related to the Activities, services, premises or personal property, including recreational vehicles as defined by NH RSA

#### RULES, REGULATIONS, AND WAIVER CONT. BEACH CAMPING AREA

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216:I:1. Camper assumes all liability or responsibility for any acts of any third person, including other Campers, campers or guests of the Campground. Camper understands that he/she will be responsible and liable for any and all damage to the property or equipment furnished by the Campground and hereby agrees to reimburse the Campground for any expense incurred as a result of any damage or loss to said equipment or property damage prior to departure from the premises. Camper ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY LOSS OR DAMAGE.

- 7. Notification: Camper shall promptly notify Campground of any incident or injury.
- 8. Media. Camper hereby grants Campground, without limitation, the right to his/her name and likeness in connection with the Activities for any publicity without further compensation or permission.
- 9. Entire Agreement: There are no oral agreements and the Agreement constitutes the entire agreement between the parties and shall be binding on their heirs, executors, administrators and their legal representatives successors and assigns.
- 10. Minors: Each Camper executing this Agreement intends to be legally bound by this Agreement as well as to bind each minor attending the Camp. I have read this Agreement, fully understand its terms, and 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 and Regulations attached hereto and made apart hereof may result in my immediate expulsion from the campground under NH RSA 216-I:6. Further, the property I rent will be returned in the same condition in which it was rented, and I will be responsible for all damage or loss that occurs during my rental period. All parties agree to and will comply with Federal, State and County pollution laws and any other applicable laws and regulations.

  I HAVE READ & AGREE TO COMPLY WITH ALL CAMPGROUND RULES & REGULATIONS LISTED

I HAVE READ & AGREE TO COMPLY WITH ALL CAMPGROUND RULES & REGULATIONS LISTED IN THIS AGREEMENT, OR AS POSTED IN THE OFFICE, ON THE WEBSITE, AND/OR ON THE GROUNDS OR OTHERWISE STATED BY THE CAMPGROUND MANAGEMENT OR STAFF. I HAVE ALSO CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE: \*Additional Names of all persons associated with your reservation (adults and/or minors):

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*For	Parents/0	Guardians	of	Minors	(unde	r 18):	This	is	to	certify	that	I/we,	as
Parent(s)/guardian(s) with legal responsibility for this participant, do consent and release above													
regar	ding this	participan	ťs p	participati	on in	camping	gat	the	Car	npground	d, but	also	for

myself/ourselves, and my/our heirs, assigns and next of kin, to release and indemnify the Release Parties from all liability incident to my/our minor child's involvement as stated above,

 Guest's Name (Print)
 \_\_\_\_\_\_\_

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

 Campsite #:\_\_\_\_\_
 \_\_\_\_\_\_\_\_

even if arising from the negligence of the releases, to the fullest extent permitted by law.