

Auburn RV Park, LLC Waiver, Contract and Release of Liability and Indemnification Agreement

I agree to follow all park and pool rules. I am aware that during the RV Park activities (including camping, RV camping, pools , lazy river, anything water related at the pools and or the creek) in which I am participating under the arrangement of Auburn RV park, LLC, its agents, employees, contractors and associates, certain substantial risks and dangers may occur and I realize that for myself and my minor children we have a choice to participate in these activities and to enter these areas of the pools and the RV Park or to not participate and not enter by free will. I acknowledge that accidents can and do occur and that Auburn RV Park, LLC is not responsible for accidents that occur on property owned by Auburn RV Park, LLC. I agree with the statement that common sense and paying attention can go a long way in preventing most accidents.

1. In consideration of in part payment or invitation for the privilege of being permitted to participate in any way at Auburn RV Park, LLC the pools, and the services, food, and alcoholic beverages if any, arranged for me by Auburn RV Park, LLC I have and do hereby assume all of the above risks, and release, and will hold harmless Auburn RV Park, LLC, its agents, employees, associates, and associated companies, or any other person from any and all liability including negligence and gross negligence, actions, caused of action, debts, claims, and demands of every kind and nature whatsoever which I now have or which may arise out of or in connection with my being a guest or visitor to Auburn RV Park and pool areas. I further give permission for use or sale of any photograph or video or live stream showing me as a guest in public areas of the park without compensation to me. The term hereof shall serve as a release, contract, indemnification and assumption of risks for my heirs, executors and

administrations and for all members of my family, including any minors accompanying me.

2. I certify that I will not hold Auburn RV Park, LLC , its agents, employees, contractors or associated companies responsible for actions of independent or quasi-independent providers of activities which have been arranged for me, or recommended to me by the afore listed entities.

3. I certify that I will not hold Auburn RV Park, LLC, its agents, employees, contractors or associated companies responsible for any harm occurring wholly or partially as a result of any of the risks listed below, but not limited to:

- Wildlife encounters such as deer, snakes, opossums and raccoons
- Reactions to bee stings or the constriction of airways due to cold water, hot water, hot air, cold air, or asthma
- Broken bones
- Reactions to cold water, hot water, hot air, cold air, scalding water
- Hemophilia, pregnancy, heart disease, high blood pressure
- Loss of stamina or coherency due to diabetes
- Disease and drowning and problems related to near drowning
- Fractures and punctures, vehicle accidents, lightning, sharp objects, briars and thorns
- Partial or total paralysis, explosions, snakebites, heart attack
- Eye injury including blindness, heat stroke, cuts and infection, strains
- Cleaning solvents and other chemicals
- Falling limbs, trees or any debris that a tree or shrub may cause injury

- Insect bites and bee stings
- contaminated or stagnant water
- Equipment malfunction, failure or lack of safety equipment
- Actions of myself, other players, guests, judges, referees, or others
- Illness or injuries in places without medical facilities
- Failure or lack of communications equipment
- Problems or hazards related to consumption of alcohol or drugs
- Ejections and falls
- Collisions in pools or the campground or other equipment
- Failure or malfunction of pool chairs, chaise lounge chairs & umbrellas
- Slippery paint, chipped paint, wet paint and any other possible injury that could occur with paint.
- Injuries that occur from electrical equipment, power failure, wiring or power surges
- Injuries from rope and fencing
- Hazards and injuries from wood, nails, screws, glass and all other construction materials

4. If medical evacuation, including ambulance or helicopter, due to new or existing medical conditions is arranged by Auburn RV Park, LLC, I agree to reimburse Auburn RV Park, LLC for any charges.

5. The risk of injury from the water activities in the pools, lazy river and the creek is significant, including the potential for permanent disability and

death, and while personal discipline will minimize this risk, I fully understand the risk of serious injury does exist.

6. I understand the pools, lazy river and creek are "play at your own risk" and that Auburn RV Park, LLC will not have lifeguards on duty at all times.

7. I understand the nature of pools, lazy river and creeks and I am in good health and in good physical condition. If I believe the pools, lazy river and creek are unsafe or that I am not capable to continue using these facilities I will immediately discontinue participation in the water activities. At no time will I drink water from a pool or from the creek.

8. I, on behalf of myself, my personal representatives, heirs, or assigns, hereby voluntarily agree to release, waive, discharge, and hold harmless, defend and indemnify Auburn RV Park, LLC and any other companies or persons that may have recommended that I visit or engage in activities at Auburn RV Park from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services or otherwise that may arise out of my use of lake equipment or my participation in lake activities. I agree to binding arbitration for all claims against Auburn RV Park, LLC. Should binding arbitration be deemed invalid in any particular case I agree to indemnify (pay all court and other legal costs if I, my heirs, or assigns lose in a court action) Auburn RV Park, LLC for any court proceeding that may be brought against them on my behalf.

9. I have read and understand the rules, including safety related rules, and agree to comply with all regulations. Failure by others to enforce my adherence to the rules does not negate my responsibility to follow the rules.

10. Auburn RV Park, LLC is a private park with public elements where no security may be provided; the same precautions against crime should be exercised here as anywhere else. We recommend you lock your valuables in the glove box or trunk of your vehicle or RV.

11. This agreement, waiver, contract, and release shall be governed by the laws of Alabama.

12. If any part of this agreement, contract, waiver, or release is found to be unenforceable by an arbitration judge or court or other body having jurisdiction, the provisions shall be altered and not eliminated as may be considered reasonable, and as amended shall be enforced.

13. I HAVE READ THE ABOVE WAIVER, CONTRACT, RELEASE AND AGREEMENT AND BY SIGNING IT I AGREE THAT IT IS MY INTENTION TO EXEMPT AND RELIEVE AUBURN RV PARK,LLC, LESSORS OF THE PREMISES, EMPLOYEES, CONTRACTORS AND OTHER PARTICIPANTS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE, GROSS NEGLIGENCE OR ANY OTHER CAUSE. I AM PLAYING AND EXISTING ON THESE PREMISIES AT MY OWN RISK.

NAME/PHONE OF EMERGENCY CONTACT:

Name: _____

Number: _____

Relation: _____

PARTICIPANT INFO:

Name: _____

Date: _____

Signature of Participant (All Participants, including Minors, Must Sign Here) I certify that I am the parent or guardian with legal responsibility for the above signed participant and agree to his/her release. I have discussed the risks with my child and my child fully understands the risks. I certify that he/she is of such an age and has the knowledge to understand the risks involved.

Pool Safety and Rules

For the safety and enjoyment of all pool patrons, the following pool regulations have been developed. Please follow the instructions of the park and pool staff, as they are responsible for the enforcement of all pool regulations.

EVERYONE ENTERING THE PARK MUST SIGN AND FULLY UNDERSTAND ALL ASPECTS OF THE PARKS LIABILITY WAIVER.

ALL PERSONS MUST AGREE TO AND SIGN THE WAIVER AND THAT THEY ACCEPT THEIR RESPONSIBILITY FOR FOLLOWING THE RULES PRIOR TO ENTERING THE PARK.

PROOF OF IDENTITY IS REQUIRED. NO EXCEPTIONS

NO GLASS OF ANY TYPE IS ALLOWED IN THE POOL AREAS

NO FIREARMS WITHIN THE POOL AREAS

NO FIREWORKS

NO ILLEGAL DRUGS ON ANY PART OF AUBURN RV PARK, LLC PROPERTY(IF YOU FOUND IN POSSESSION YOU WILL REMOVED PERMENANTLY)

NO UNDER AGE DRINKING

NO PROFANITY

DO NOT REMOVE WRISTBAND (IF SEEN ON PREMISIS WITHOUT WRISTBAND YOU ARE TRESPASSING)

BE CAUTIOUS AND COURTEOUS AT ALL TIMES AND PAY ATTENTION TO YOURSELF AND YOUR CHILDREN

NO LOUD MUSIC

PLACE ALL TRASH IN TRASH CANS LOCATED THROUGHOUT PARK

YOU DO NOT HAVE TO ENTER, PLEASE TURN AROUND AND LEAVE IF YOU DO NOT UNDERSTAND, UPON ENTRY INTO THE POOL AREAS YOU AGREE TO ALL OF THE POSTED RULES AND REGULATIONS.

General Policies

- Swimsuits are required to enter the water at the pools. No cutoffs, gym shorts or suits with loose strings are allowed.
- Breath-holding games and prolonged breath-holding is BANNED at Auburn RV Park pool facilities.
- Smoking and/or vaping is not permitted at or in the pools or anywhere other than your campsite.
- Glass bottles/containers is not permitted at the pools.
- Patrons should take a cleansing shower before entering the pool.
- No persons with open sores, skin diseases or bandages may enter the water.
- Boisterous or rough play is not permitted.
- Pets are NOT allowed at the pool areas.
- No pushing or running is permitted.
- Aqua socks or equivalent footwear is highly suggested in the pools, pool areas and campground. Surfaces of pool decks may be hot from the sun and areas may have other hazards such as rocks, slippery decks, sharp objects etc and Auburn RV Park, LLC is not responsible for such damages in the liability waiver release form that guests have signed.
- No profanity.
- There are NO LIFEGUARDS ON DUTY
- If there is a Lifeguard on duty all patrons must follow the direction of the Lifeguards.
- Patrons are not allowed to play, sit, stand or hang on the swim buoys .
- Spitting, urinating, or otherwise contaminating the pool or pool deck is prohibited.
- Patrons are not allowed to jump in any of the pools.
- Wallet chains and large jewelry are not allowed
- No guests or their children are allowed in the ocean pool or river pool at anytime that are not fully potty trained
- No pools should be used under the influence of alcohol or any other substance that denies the guest or visitor a fully clear state of mind
- Commercial filming or photography is prohibited at Auburn RV park, LLC at all times without the express written permission of the park.

- Auburn RV Park, LLC retains the right to eject violators of these rules and regulations without refund. Repeat offenders may be banned from our location indefinitely

Please do not litter. Please put trash in containers provided.

Patron Dismissal

Patrons will be verbally warned for the first offense. For the second offense, the patron must exit the water for 15 minutes. For the third offense, the patron may be dismissed from the facility for the remainder of the day. This process may be modified depending on the severity of the offense. If a patron is asked to leave the pool facility on three different occasions for inappropriate behavior or failure to follow the rules, the patron may be banned for the remainder of the season by the park staff.

Age Requirements

- Children ages 14 & under must be accompanied by a parent/guardian age 19 or older at all times and if under 48 inches tall must wear a coast guard approved Lifejacket in the water at all times.
- Children ages 15 & older are allowed to swim unaccompanied by a parent/guardian, but if under 48 inches tall must wear a coast guard approved Lifejacket in the water at all times

Flotation Devices

- Noodles and Type I, II and III Coast Guard-approved personal flotation devices (PFDs) are the ONLY PFDs allowed in the pool. **No other flotation devices may be worn.**
- Life vests are available at no charge on a first-come, first-serve basis

To determine the US Coast Guard rating for your PFD, visit the [US Coast Guard Selection, Use, Wear & Care](#) page.

Infants, Toddlers and Small Children

- Infants and toddlers who are not toilet-trained must wear waterproof diapers with fitted elastic around each leg and are only permitted in the Lagoon pool which is designed for children's use.
- No one that is not toilet trained is allowed in the Ocean Pool or River pool at any time.
- Children in all pools must be monitored by a guardian at all times.
- Any child using a floatation device must be within arms-reach of an adult.
- No children under the age of 15 are allowed in the River Pool without an accompanying adult.

Pool Toys

- Toys are prohibited in the River Pool
- Small toys, i.e. small balls and sinking toys are allowed in the Lagoon pool and Ocean pool as long as they do not interfere with other patrons using the facility.
- Balls are permitted only if they are soft, such as the following: Kush balls, foam balls and Nerf balls.
- No tennis, racquet, lacrosse or hard balls allowed.

Food and Drinks

- We feature a vending machine at our pools that provides beverages to purchase.
- Patrons may bring their own food and drinks to the pool during the 2023 season (this is subject to change in 2024).
- Please note that glass bottles/containers are NOT permitted at the pools. If staff suspects that you have brought these items onto the premises, you may be asked to show your cooler or be ejected from the pool.
- Trash receptacles are placed around the deck for our patrons' convenience.

Restrooms and Dressing Rooms

- No loitering or "horseplay" is permitted in the dressing rooms or restrooms.
- All cell phone use is prohibited inside the dressing rooms or restrooms (due to privacy issues concerning camera phones).

Pool Closure/Severe Weather Policy

Auburn RV Park staff will close a pool if any of the following conditions exist:

- **Thunder and/or Lightning:** The pools will be cleared of swimmers and will be kept clear until 30 minutes have passed without hearing thunder or seeing lightning. This also applies when staff detects lightning within 12 miles of the facility. If two hours pass, during which patrons are unable to swim as a result of the inclement weather, the pool will be closed for the remainder of the day.
- **Severe Weather:** If heavy rain is present such that persons cannot clearly see the bottom of the pool, patrons will be asked to clear the pool until the rain abates. If two hours pass, during which patrons are unable to swim as a result of the inclement weather, the pool will be closed for the remainder of the day.
- **Illness or Fecal Accident:** If a patron becomes ill while in the pool or has a fecal accident, patrons will be directed to leave the pool. If an illness occurs in any pool that pool will be shut down for the remainder of the day; however the other pools can remain open. If the illness occurs in all pools then the entire facility will be closed for the remainder of the day.
- **Mechanical failure or environmental hazard:** This includes a chemical imbalance in the water. If the imbalance occurs in any pool, that pool will be shut down until the imbalance is corrected; however, the other pools will remain open. If the imbalance occurs in all pools, then the entire facility will be closed until the imbalance is corrected.
- If a **Private event** is scheduled. Notices will be posted at the entrance of the pool area notifying guests of the closing times related to that event.

It is the policy of Auburn RV Park, LLC. that there will be **NO** refunds for the closing of a facility due to inclement weather. If the facility is able to reopen after the weather has passed, there will be no charge to re-enter the facility.