

**The Great Divide Campground**  
**General Terms of Service**  
**Addendum Z**  
**Special COVID-Related Terms of Service**  
v.5.15.2020

These Special COVID-Related Terms of Service (the “Special COVID Terms”) apply, in addition to the General Terms of Service, to all parties staying at TGD without exception. All defined terms that are not defined in these Special COVID Terms shall have the meaning given to them in the General Terms of Service.

- Individuals exhibiting any symptoms of COVID-19 are not permitted to enter TGD. TGD reserves the right to deny entrance to any camper which it determines, in its exclusive discretion, exhibits any such symptoms.
- Individuals who have recovered from COVID-19 and can demonstrate that they have fulfilled applicable CDC-recommended quarantining periods may enter TGD.
- Individuals that have been exposed to COVID-19 and are not showing symptoms must await the CDC-recommended 14-day quarantining period with no symptoms in order to subsequently enter TGD.
- Individuals who develop symptoms while staying at TGD must immediately proceed to their primary residence and obtain care from there. If anyone in your camping group exhibits COVID-related symptoms, you agree to inform TGD management who will inform the local Health Department and request their advice on how to proceed.
- Everyone on the property, including children under your supervision, must practice social distancing in accordance with the recommendations of the State of New Jersey from time to time.
- During Phase One (as mandated by Executive Order in NJ): All public amenities will be closed. This includes all public bathrooms, showers, the pool, the playgrounds, all common area tables, benches, the Barn, the Pavilion, the outdoor games, boats, gazebo, laundry room, store, anything considered an “attractive nuisance”, and finally all TGD originally scheduled events. To the extent that the State of NJ orders these different items available, we will outline a plan for use, and open them as soon as we determine it is appropriate.
- Gatherings beyond the boundaries of your campsite are permitted only consistent with currently applicable guidance from the state of NJ on any such gathering (which at this time are limited to 25 or less persons, but are subject to change at any time).
- The dog park will remain open, but may be used solely by one family at a time, subject to a 15 minute time limit.
- TGD **encourages** everyone to wear face coverings at all times when they leave their trailer to be outside. TGD does not require the use of face coverings within the boundaries of your site, but once you are off of your site, your face covering must be visible (in your hand, or hanging around your neck for instance) so that if you come within 6 feet of another person you can quickly put it on; although TGD would rather see you to wear it the whole time.
- Trails will remain open, with 6 foot social distancing required.
- Golf carts are permitted, one family per cart, assuming you have a waiver on file. Social distancing guidelines continue to apply with respect to parties that you may encounter while on a golf cart; please travel sensibly with this in mind.
- Please continue to use the Doggie Pot stations, but use an extra bag to open and close the lid to avoid direct contact.
- Please do your “grocery” type shopping as much as possible in your hometown. We do not wish to strain the stores near TGD. Their supplies are for local Newton area residents.
- Many local restaurants have pick up service available if you desire to utilize their services.
- Maintenance staff will not perform non-emergency work on your site while you are occupying it.
- You are allowed to have outside vendors come in for urgent and required trailer repairs only. Any such visits must be preapproved by the store staff, and the vendor must wear a face covering 100% of the time they are on TGD, must practice social distancing, and must abide by all CDC guidelines.
- As always, children 12 years old and younger **MUST** be accompanied by an adult at all times.
- There has been no definitive decision regarding the opening of the pool from the State of NJ. The status of the pool will be addressed under separate cover.
- Campfires are allowed at individual campsites.
- Some items, such as wood and ice, will be available for purchase. We will outline our plan to provide those, and more items, to you under separate cover, including contactless ways to pay.
- TGD reserves the right, in its sole discretion, to eject any individual that does not adhere to any of these guidelines from TGD.
- As COVID-related mandates change, or are updated, we will notify you via email, which communications will become an effective addendum to these Special COVID Terms.

**Special COVID Release, Disclaimer, Indemnification and Hold Harmless.** By signing below, you (on behalf of yourself and the occupants or guests of your camping site (meaning any physical unit or campsite located in TGD), each a “Releasor”) hereby release and indemnify TGD (including its owners, officers, members, agents, servants, employees and affiliates, each a “releasee”) from any liability regarding each Releasor relating to COVID-19 and any other viruses or illnesses that directly or indirectly relate to TGD. Each Releasor acknowledges and agree that (i) they are aware that COVID-19 and other viruses and illnesses are contagious, (ii) people with COVID-19 and other viruses and illnesses can be non-systematic, meaning that people may be sick and contagious without symptoms, (iii) if they stay at TGD, they are doing so at their own risk and may be exposing themselves and their camping group to COVID-19 and other viruses and illnesses, (iv) they are responsible for themselves and their guests, (v) they are aware that they may be required to leave the campground if anyone in their camping group exhibits COVID-related symptoms (at the sole discretion of TGD).

**Assumption of the Risk.** Each Releasor acknowledges and agrees that their stay at TGD may expose Releasor to COVID-19 and other viruses and illnesses and that injuries, death, property damage, or other harm could occur to Releasor or others. Releasor is voluntarily electing to stay at TGD with knowledge of the risks, hazards, and other dangers involved. Releasor hereby accepts any and all risks of injury (including death) to Releasor arising out of or in any way connected with their stay at TGD.

**Release.** Each Releasor hereby waives, releases, and forever discharges any and all claims for damages for personal injury, death, or property damage which Releasor and/or Releasor’s children, heirs, executors, assigns, parents, personal representatives, or estate may have or which may hereafter accrue as a result of staying with TGD.

**Indemnification.** The Releasors, jointly and severally, to the fullest extent permitted by law, shall indemnify, hold harmless, protect and defend Releasees from and against any and all liabilities, claims, damages, losses, demands, lawsuits, costs, and expenses, including (but not limited to) attorney fees, arising out of or directly or indirectly relating to (i) exposure to, or transmission of, COVID-19 and other viruses and illnesses on behalf of each Releasor, and (ii) negligence, misconduct or breach of Service Terms by any Releasor in connection with their stay at TGD. Should any such claim, demand, or lawsuit arise or be asserted in any way whatsoever related thereto, whether arising under the laws of the United States, any state, or under any theory of law or equity, each Releasor (jointly and severally) shall indemnify, hold harmless and defend Releasees from any and all costs, expenses, or liability including but not limited to the cost of any settlement or judgment made or rendered against Releasees.

**Financial Responsibility.** In the event that Releasor should require medical care or treatment for illness or injury sustained in connection with their stay at TGD, Releasor agrees to be financially responsible for any costs incurred as a result of such treatment. Releasor represents that adequate health insurance is in effect to cover any injury or illness that may be suffered in connection with their stay at TGD.

IN WITNESS WHEREOF, the party listed below, on behalf of themselves and jointly and severally on behalf of each person in their camping group, has executed these Special COVID-Related Terms of Service with effectiveness as of the date listed immediately below.

**Agreed and acknowledged by:**