

# The Great Divide Campground-General Terms of Service

v.6.1.2020

The Great Divide Campground (“TGD”) is committed to ensuring the satisfaction of our short-term and seasonal guests. To achieve this goal and in consideration of the right to stay at TGD and for other good, valuable and legal consideration, the receipt and sufficiency of which are acknowledged, you (on behalf of yourself and any occupants of your campsite, “you” or your “camping group”) acknowledge and agree to these General Terms of Service, as well as any addendum hereto that may apply to your category of camping (collectively, the “Service Terms”). You shall adhere to the Service Terms at all times while on TGD premises. TGD reserves the right, in its sole discretion, to expel (without refund) any guest that disregards the Service Terms. TGD may elect to, but is not required to, provide one verbal warning with respect to any Service Terms violation prior to such ejection. The Service Terms are subject to change without notice from time to time at TGD’s discretion. A copy of the current applicable Service Terms is always available upon request at the TGD Store. You are responsible for ensuring that you, and your entire camping group, are familiar with and adhere to the then-current version of the Service Terms at all times.

Only adults aged 21 or older may book a tent or RV site and only adults aged 25 or older may book a cabin rental. Parties executing these Service Terms are responsible for the actions of their entire camping group. A cash deposit (“Deposit”) of at least \$250 will be required of camping groups with five sites or more. The amount of any Deposit required shall be determined by TGD, in its sole discretion, based upon group size and the period of the season.

For the enjoyment of all guests, you must adhere to campground quiet hours from 11pm to 8am (“Quiet Hours”). No music, TV, voices or other sounds unnatural to the forest landscape are to be heard beyond your site during Quiet Hours. Outside of Quiet Hours, loud or disruptive noises (e.g., amplified sound, car stereos, loud voices, etc.) shall not be permitted. In general, noise should be kept at a level that does not disturb other guests. Use of any loud tools is prohibited from Friday at 3pm to Sunday at noon during the weekend so all guests may enjoy their camping experience.

While on TGD property you must abide by all local and state laws, including, but not limited to, those pertaining to motor vehicle use. The speed limit on TGD property is 8 mph. Individuals may not ride in the bed of trucks or on the exterior of vehicles. Each individual child must be seated in a designated and appropriate car seat for their age and weight limit.

All adults camping with TGD are responsible for the actions and safety of their family members, children and guests. **Children 12 years old and younger must be supervised by an adult at all times. Children 16 years old and younger must be supervised by an adult at all times when in proximity to any pool area. All minors must return to their sites by 11pm each night and must remain on that site throughout Quiet Hours.** TGD reserves the right, in its full and exclusive discretion, to redirect a child’s behavior if necessary for compliance with the Service Terms or the safety of any guest.

No swimming is permitted in the lake. Preapproval must be obtained by, and an additional activity waiver is required from, any guest that wishes to utilize any watercraft on the lake. All parties in any such watercraft must wear life jackets at all times. Please be considerate to other guests – time limits provided in connection with any excursion approval must be adhered to. Children 12 years old and younger must be supervised by an adult located on the beach for any authorized watercraft excursion. All guests must respect the natural areas of the beach and lake and properly dispose of all garbage, including but not limited to any fishing gear (e.g., bait, line or hooks). Remember, fishing is limited to catch-and-release so that we can continue to provide fishing enjoyment for future campers.

Preapproval must be obtained by, and an additional activity waiver is required from, any guest that wishes to utilize golf carts at TGD. All drivers must be aged 21 years or older.

Please respect your neighbors’ property and space by limiting your camping group’s activities to the boundaries of your assigned campsite. Guests may not enter another person’s campsite without verbal permission of that other site’s occupant.

Vehicles must be parked on your paid site only and must display a current car pass at all times.

Please treat the campground with courtesy by utilizing designated recycling containers and disposing of all garbage in our dumpsters located in the parking lot by the entrance. Any food or garbage that is not properly stored or disposed of will attract animals.

Low and contained firewood campfires (2.5’ x 2.5’ x 2.5’) are permitted during the hours of 8am-12am, unless NJ state restrictions are imposed due to dry weather. Campfires must be attended at all times. Only firewood that is available from the campground store may be utilized in order to protect our trees from invasive pests. Campfires must be extinguished by 12 AM. Your registration card acts as your individual fire permit. You are liable for any and all damage directly or indirectly caused by campfires on your site. Regulations do not permit the disposal of rubbish, garbage, fallen leaves or yard waste by burning and you may not burn contrary to the NJ air pollution control code, NJ uniform fire code, or the forest fire prevention and control act. Violators are subject to fines up to \$5,000 and camping permit revocation.

No smoking is permitted in, on, or within a 15 foot radius of any campground building or structure, including but not limited to: the pool, office, pavilion, barn, playground, gazebo, beach, bathrooms, laundry room, Dog Park and the rentals area. There is absolutely no smoking on the playground or on the barn deck.

Please practice low-impact camping. This includes respecting the natural environment, protecting area plants, avoiding the disturbance of nearby animals, properly disposing of waste, and leaving campsites and common areas as tidy as you found them. No cutting, carving or marking of trees or vegetation, even if it is dead or appears dead.

All pets must be attended to by their owner at all times and must be either on-leash or lead. For easy pet cleanup, please utilize the pet waste receptacles provided throughout the campground. Pets are not permitted in or on any campground structures.

Guests aged 21 or older may enjoy alcohol responsibly, so long as they remain appropriate decorum while on TGD premises. TGD reserves the right, in its full and exclusive discretion, to expel (without refund) any guest that displays inappropriate conduct. Please do not use glass containers in any general campground areas.

Except as otherwise noted in any addendum to the Service Terms, visitors and guests are welcome at the Great Divide. All guests must register and pay the applicable guest fees for the entirety of their visit. Outdoor lights for campsites must be limited to one strand of holiday lights. No spotlights, flood lights or tiki torches are permitted. All outdoor lights must be turned off during Quiet Hours. If any lights from your site interfere with the enjoyment of other guest, in the full and exclusive discretion of TGD, they may be turned off by TGD without prior notice.

TGD reserves the right to require the immediate removal of any exterior light, decoration, balloon, flag, pennant, banner, advertisement, notice, sign, door lettering, placard, advertising or other media, or other embellishment of any type which can be viewed from the exterior of your campsite, in TGD's sole and full discretion. Any such removal shall be at your expense. If you do not effect removal upon request, TGD shall have the right to remove the item and remediate any damage or injury to the campsite at your sole cost and expense. No electric hot water heaters (freestanding or RV), electric space heaters, residential/commercial grade outdoor refrigerators, hotplates, rice cookers, free standing air conditioners, clothes or dish washers, dryers or other appliances (except those provided by TGD) are permitted on TGD premises.

Guests may not receive mail or packages to the TGD address. All incoming mail will be immediately returned to sender.

For the safety and peace of mind of all guests, no firearms, paint guns, fireworks, hunting, weapons, chainsaws, axes, knives or bows & arrows are permitted on TGD premises at any time.

No ATV's, minibikes, dirt bikes, electric/motorized ride-on toys, electric bikes, mopeds, electric scooters, go-carts, powered skateboards, hover boards or any other off road vehicles are permitted to be used anywhere on TGD property at any time.

Bicycle helmets must be worn while cycling by any child that is aged 17 and under (NJ State Law). Please do not ride bicycles on the grass. Any child under 17 riding a bike or scooter without a helmet will be asked to step off the bike and the bike will be brought to the front office for retrieval by the child's parents.

While we strive to make TGD a secure camping locale, we are not responsible for any loss or damage relating to on-site trailers, cars, other personal property, including but not limited to as a result of fire, weather conditions, falling trees or tree limbs (regardless of TGD's knowledge of any compromised condition relating to a tree or limb), natural disasters, utility outages, theft, or any action or inaction of any guest. Please take measures to protect your person and personal property at all times. All facilities and services are subject to change or closing without notice. TGD will not provide any refunds for loss of any services.

**Name, Image, and Likeness Release.** By staying with TGD, you consent to your likeness and image (with or without your voice) being included in audio-visual productions, photographs and/or other materials created by TGD or its designees. You irrevocably grant TGD, its licensees and assign a perpetual, worldwide, royalty-free right and license to use and publish such content in any and all media, whether now known or hereafter devised. You further shall have no right to any payment or accounting from TGD in connection with the foregoing, and shall make no claims for compensation against TGD.

**Additional Terms.** All property located on the campground is subject to lien under N.J.S.A. 5:16-1, et Seq. All campers will be responsible for all reasonable costs of collections, including court costs, and attorney fees associated with the collection of any debt owed to TGD by the camper. TGD reserves all rights available to it under the Campground Facilities Act, as amended. All provisions and rights set forth herein hereunder shall be in addition to all rights given to campgrounds under that Act and any other statutory or common law. Camper may not assign the rights, privileges or responsibilities under this contract to any other party. This contract shall not be construed to give any rights to any camper under the New Jersey Landlord Tenant Statute. TGD is privately owned. Your camping group accepts the camping privileges with the understanding that you are solely responsible to keep, maintain, and safeguard your person and/or property from injury, loss or damage arising out of the use of the campground facilities, including but not limited to injury, loss or damage caused by weather conditions, heavy rainfall or flooding, utility loss or failure, which your camping group agrees and acknowledges are conditions that TGD cannot forecast or predict.

**General Waiver and Limitation of Liability.** You acknowledge that you are attending TGD and participating or engaging in the activities at your own risk with respect to dangers inherent in and incidental to the campground and the activities occurring prior to, during or after events. You acknowledge there are inherent risks involved in camping in an outdoor setting, including but not limited to weather risks and the inherent dangers posed by crowds, which may involve risk of serious injury, loss of life, and/or property damage. You take responsibility for your own health, welfare and safety during your attendance at the campground, and therefore assume all risks whether or not described herein with full knowledge thereof. Accordingly, for yourself, your executors, administrators, heirs, next of kin, successors and assigns, in consideration of being permitted to attend the campground and participate in its activities, you hereby irrevocably waive and discharge any and all claims that you now have or may, in the future, have against TGD and its respective members, affiliates, successors, assigns, officers, directors, employees, agents and licensees ("TGD Releasees"), including, without limitation, any and all claims for personal injury, death or property damage, whether or not caused by any action or inaction of TGD Releasees. You further agree to comply with any and all safety rules and regulations applicable to the site and the activities, including those issued by TGD, as well as all applicable local, state and federal laws, and agree not to act in a manner that may jeopardize the health or safety of others or yourself. Failure to comply with the foregoing or

violation of such rules and laws may result in ejection from TGD (without a refund), civil penalties, and/or arrest. No TGD Releasee shall have any liability to you or any person asserting claims on behalf of or in the right of you (whether direct or indirect, in contract, tort, for an act of negligence or otherwise) for any losses, fees, damages, liabilities, costs, expenses or equitable relief arising out of or relating to TGD or its services and in no event shall any liability accruing to TGD in relation to your stay exceed five times the amount of any compensation paid to TGD by you in relation to your stay.

**Governing Law.** The Service Terms are governed by the laws of the United States and the State of New Jersey, without reference to rules governing choice of laws. If any dispute arises concerning the Service Terms, venue shall be laid exclusively in the state and federal courts of the State of New Jersey which shall have exclusive jurisdiction over such dispute and the parties hereto consent to the personal jurisdiction of such courts.

**Miscellaneous.** The Service Terms shall be binding upon and inure to the benefit of TGD and its respective assigns, successors, and legal representatives and the obligations and liabilities assumed in these Service Terms shall be binding upon you and your respective successors and assigns. Notwithstanding anything contained herein to the contrary, you may not assign any of your rights or obligations hereunder without the prior written consent of TGD. The Service Terms do not create, and shall not be construed as creating, any rights enforceable by any person or entity not a party hereto, except those entitled to the benefits of the indemnification provisions herein. Any provision of these Service Terms that contemplate performance or observance subsequent to termination or expiration of any stay at TGD shall survive termination or expiration of these Service Terms and continue in full force and effect, including, but not limited to, all provisions hereof relating to proprietary rights, confidentiality and non-disclosure, indemnification, set-off, limitation of liability, litigation and injunctive relief, severability and duties to provide information. These Should any provision of these Service Terms require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one party.

**Incorporation of Addenda.** These Service Terms shall incorporate any additional Addendum (e.g., Supplemental Seasonal Terms of Service, Supplemental Cabin Terms of Service, Supplement RV/Tent Terms of Service, any Special Terms of Service, and any other addenda that may be in effect from time to time, etc.), as well as all TGD registration confirmation communications. All such addenda and registration confirmations shall form part of these Service Terms as if herein stated. In the event of a conflict between these Service Terms, the addenda and any such registration confirmation communications, the General Terms of Service and applicable Addendum shall govern with priority over any registration confirmation communication.

**Entire Agreement; Severability; Counterparts.** These Service Terms constitute the entire agreement between you and TGD and supersede any prior agreements with respect to the subject matter hereof. If any provision of the Service Terms is determined to be invalid or unenforceable in any respect, such determination shall not affect such provision in any other respect, and the remainder of the Agreement shall remain in full force and effect. These Service Terms may be executed in counterparts (including facsimile or email PDF counterparts), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**Electronic Signatures.** Any signature (including any electronic symbol or process attached to, or associated with, a contract or other record and adopted by you with the intent to sign, authenticate or accept such contract or record) hereto or to any other certificate, agreement or document related to this Agreement, and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act or any similar state law based on the Uniform Electronic Transactions Act, and the parties hereby waive any objection to the contrary.

***You hereby agree to comply with these Service Terms (including all Addendum hereto applicable to your camping classification), which are also deemed to include any and all safety rules and regulations applicable TGD and all applicable local, state and federal laws. You agree not to act in a manner that may jeopardize the health or safety of yourself or others. Failure to comply with these Service Terms may result in ejection (without refund) from TGD, in TGD's full and sole discretion, in addition to any civil or criminal penalties that may apply.***

***Agreed and acknowledged by:***