



STRAWBERRY PARK TERMS & CONDITIONS (RULES)

2024/07/12

All Persons accessing Strawberry Park property are subject to the Terms and Conditions herein below, the waivers and general releases below and incorporated herein by reference, all posted rules, and any and all subsequent updates or revisions. If any Person fails to comply with any of these Terms and Conditions, rules, waivers, and general leases contained herein, any posted rules or regulations, or any rules or regulations that may be hereafter prescribed by Strawberry Park, Management may in its absolute unfettered discretion revoke access to the property, at any time and for any reason. Management reserves the right to refuse service to anyone for any reason except for those prohibited by law. Strawberry Park reserves the right to revoke access to the property to any person or party it deems necessary and eject them from the property based on violations of park rules or behavior management deems inappropriate or disturbing to others.

COURTESY: *Please be courteous to your neighbors and our staff. We reserve the right to maintain a comfortable atmosphere in the park and have the right to eject without prior notice anyone who, in our judgment, creates a disturbance or nuisance, or deliberately breaks the rules. Campers will be liable for any and all damages caused to the property of the Resort. No refunds will be made if an ejection occurs.*

- **Vehicle Passes:** Must be visibly displayed at all times.
- **Wristbands:** Registered Park Guests and their Visitors must wear Strawberry wristbands at all times while on the property.
- **Children:** Each registered adult is responsible for the conduct of his/her children. Any misconduct including any violent or destructive act by any child will be cause for ejection. Children under 7 years must be accompanied in all buildings and all facilities by an adult and must not be left unattended at any time.
- **Curfew:** Persons under 18 years must be at a campsite at 10pm unless accompanied by an adult.
- **Quiet Hours:** 11pm to 8am
- **Quiet Means Quiet:** Seems simple, but it is the Number One complaint of many campers. That doesn't mean you can't enjoy your family and friends. Just be sure it doesn't come along with screaming kids, loud laughter, or music that disturbs your fellow campers. While some people like to stay up late, others like to get up early. Be courteous to your neighbors and observe the quiet times.
- **Rates:** Rates are based on the type of rental, number of occupants, duration, and date.
- **Sites:** 1 RV/camping unit or 1 sleeping tent (not both), 2 sleeping tents not allowed, 1 non-sleeping kitchen shelter, 2 vehicles, 6 Registered Guests, 4 Day Visitors
Rates are based on 2 Registered Guests per site.
Additional Registered Guest Rate: \$10 per person per night
Check-in: 1pm, No check-ins after 10pm. Check-out: 11am (*No early check-ins or late check-outs*)
- **Lodging Units:** 2 vehicles, 6 Registered Guests, 4 Day Visitors, no tents
Rates are based on 4 Registered Guests per unit.
Additional Registered Guest Rate: \$10 per person per night.
Check-in: 4pm. No check-ins after 10pm. Check-out: 10am (*No early check-ins or late check-outs*)
- **Additional Guest and Visitor Vehicles:** Must be parked in the designated area – across from the entrance to the park.
- **Site Requests:** When making reservations, please request your preferred hook-up and proximity to facilities or friends. While we will do our best to meet your request, we CANNOT GUARANTEE specific sites or lodging units, due to potential unforeseen mechanical, utilities or weather issues. However, we make our best efforts in providing the selected site or lodging unit, or the best alternative. If you have multiple sites, we cannot guarantee these sites to be side by side, however, we will try our absolute best to accommodate your request.
- **Minimum Age:** We reserve the right to deny rental units or sites to persons under the age of 25.
- **Reservation Fee:** Each reservation is subject to a \$5 reservation fee.

- **Deposits:** All reservations require a 100% credit card deposit. Cash or checks are not acceptable. Generally, there is a 10-business-day processing period for refunds.
- **Charges:** By entering the Park, you hereby authorize us to charge the credit card on file for charges you made during your stay. Additionally, you consent and agree to charges made by you over the phone, online, or in person while booking.
- **Cancellations:** If you cancel your reservation more than 1 month before the check-in date, we will return your deposit minus a \$50 processing fee for each reservation. Cancellations made less than 1 month before the check-in date will result in the forfeiture of the deposit. Additionally, guests who shorten their stay after arrival are liable for charges for any cancelled nights and will not be issued a refund.
- **Visitors:** No visitors after 11pm.
- **Park Day Visitors:** The Visitor rate is \$20 per day per Visitor, regardless of age or duration of stay, payable by credit card only at the entrance. The number of visitors per site is limited to 4 people and is at the discretion of the Management. Visitors may not bring pets or golf carts. All visitors must leave by 10pm and may not enter after 9pm.
- **Helmets:** According to state law, children who are 15 years old or younger must wear a helmet while riding bikes. However, it is the parent's responsibility, not the Park's, to make sure this law is followed. *Biking is only allowed during daylight hours, even with lights.* Scooters, skateboards, hoverboards, and other riding equipment are not allowed.
- **Drones:** Remote-controlled aerial devices are not allowed.
- **Golf Carts:** Break the rules = lose the golf cart without refund.
Drivers must be at least 21 years old. Be prepared to present your driver's license upon request.
FIVE (5) MPH speed limit (*which is not faster than an average runner*)
The maximum number of riders is 6 people.
All riders must remain seated.
The use of a cart after dark requires the use of headlights.
Do not park in front of walkways, in roadways, or on Pierce Road
Rentals must be returned at least 1 hour prior to check-out time.
Park Guests or Visitors may not bring golf carts into the park.
- **Pets:** Dogs must be kept on a leash at all times except in our dog park. Owners agree to follow all rules as posted at the Dog Park. Dogs must never be left unattended and must not display aggressive or hostile behavior. Owners must carry proof of current vaccinations. Visitors are not allowed to bring any pets.
- **Campfires and Firewood:** Firewood is available at our store. Campfires are permitted only in fire rings and should always be attended to and properly extinguished.
- **Drinking/Drugs:** All guests are expected to drink responsibly and exhibit good personal behavior. Any minors found drinking are subject to immediate ejection. No fireworks, firearms, or illegal drugs, of any kind, are allowed in the Resort.
- **Pool Rules:** Park Guests and Visitors agree to follow all posted rules at the swimming pool facilities including:
Adult pool capacity: 80 Children's pool capacity: 130 Must be at least 21 to use the hot tub or the adult pool. Be prepared to present proof of age upon request. No music, coolers, food, alcohol, glass, smoking, or vaping permitted inside the pool area. The pool facilities are NOT SUPERVISED BY A LIFEGUARD. Children who wear diapers are required to wear swim diapers while in the pool.
No chairs, lounges, tent structures, inflatables, toys, balls, or devices are allowed in the pool or pool area.
No canopies or portable tents are allowed.
No personal property is to be left unattended at the pool. It will be removed.
- **Outages:** Strawberry Park may occasionally experience outages of water, electricity, or cable which are beyond our control. No refunds or compensation will be given for any outages.
- **Trash:** Trash Pickup Time: Garbage must be placed at the roadside before 9am to ensure pickup in the morning. All garbage should be in well-sealed plastic bags to prevent spillage and deter pests. Do not leave trash out on the roadside in the afternoon or overnight. Take it back inside and return it the next morning before 9am.

RELEASES AND WAIVERS

RECREATION ACTIVITY RELEASE

As a participant in a RECREATION ACTIVITY, I am responsible for acting within the limits of my ability and heeding all warnings regarding participation in the activity. I will maintain control of myself and any equipment while

participating in the activity and will refrain from acting in any manner that may cause or contribute to injury to myself or to others. I agree to hold Strawberry Park, their members, directors, officers, agents, and employees harmless from any claim for loss or injury that may be alleged to have been caused directly or indirectly to any person or thing by the act of other persons while participating in the recreation activity and I further agree to hold the aforementioned parties harmless from any claim for our personal property or person, whether such loss, theft, damage, death or injury, be caused or alleged to be caused by the negligence of Strawberry Park, or any of the parties aforementioned, or by the negligence of any other person, or any other cause or causes.

EQUIPMENT RELEASE

I am aware that there is no team member on duty, and I agree that when using the EQUIPMENT, I do so at my own risk, in accordance with posted instructions. I agree and understand that if I do not know how to use the equipment or understand the posted instructions, it is my obligation to ask for assistance. I agree to hold Strawberry Park, their members, directors, officers, agents, and employees harmless from any claim for loss or injury that may be alleged to have been caused directly or indirectly to any person or thing by the act of other persons, while using the Equipment and I (we) further agree to hold the aforementioned parties harmless from any claim for our personal property or person, whether such loss, theft, damage, death or injury, be caused or alleged to be caused by the negligence of Strawberry Park, or any of the parties aforementioned, or by the negligence of any other person, or any other cause or causes.

DOG PARK RELEASE

I agree to indemnify and hold Strawberry Park, their members, directors, officers, agents, and employees harmless from any claim for loss or injury that may be alleged to have been caused directly or indirectly to any person or thing by the act of other persons, owners, guardians and/or their dog(s) while in the dog park or anywhere on Strawberry Park property, and I (we) further agree to hold the aforementioned parties harmless from any claim for loss of our dog(s) by disappearance, theft, death or otherwise, and from any claim for damage or injury to our dog(s), whether such loss, disappearance, theft, damage or injury, be caused or alleged to be caused by the negligence of Strawberry Park, or any of the parties aforementioned, or by the negligence of any other person, or any other cause or causes.

PHOTO RELEASE

I hereby acknowledge that Strawberry Park might use my photos and likeness in all forms and media for advertising purposes. I understand I am entitled to no compensation. I release Strawberry Park and or 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.

I hereby certify that I am the parent and/or guardian of the Minor campers/guests, registered on my site. I further certify the subject(s) is an infant/minor under the age of eighteen (18) years. I understand I am entitled to no compensation for their photos. I release Strawberry Park and or the photographer from all forms of claims and liability related to their photo usage. I hereby waive any right to inspect or approve the finished photos that may be used.

I hereby consent that any photographs which have been taken may be used by Strawberry Park and or the photographer for the purposes set forth in the original release herein above.

GENERAL RELEASE ASSUMPTION OF RISK AND WAIVER OF LIABILITY

Notice: This is a legally binding document. If not understood, legal advice should be sought. By signing this document, you give up your right and the right of your heirs, next of kin, personal representatives, and assigns to bring a court action, now or any time in the future to recover compensation or obtain any other remedy for an injury to yourself or your property or for your death, however caused, arising out of your use of Strawberry Park's facilities even if such claim is based upon actual negligence of Strawberry Park or its members, directors, officers, agents, and employees.

1. Acknowledgement of Risks: The Guest ("Guest") hereby acknowledges and agrees that the use of the facility operated by Strawberry Park, LLC ("Strawberry Park") has inherent risks. The Guest fully recognizes and appreciates the dangers inherent with Strawberry Park activities, including but not limited to use of the facilities including but not limited to the exercise room, bikes and pools ("Facilities"); fishing, hiking and other resort related activities that occur at or near the water or in nature. Guest is assuming the hazard of risk to Guest since Guest desires to use facilities at Strawberry Park. Guest realizes that Guest is subject to injury from these activities and that no form of pre-planning can remove all of the

danger to which Guest is being exposed. Guest further represents and warrants to Strawberry Park that Guest has full knowledge of the nature and extent of all risks associated with activities at Strawberry Park and the use of equipment, including but not limited to: risk of physical injury, disability, or death and risk of loss of use or damage to my personal property. Risks include but are not limited to weather related hazards, animal or insect attack, allergy or injury or death from plant life, swift water hazards, drowning, the possibility of slips and falls, pinches, scrapes, crushing or jolts that could result in lacerations, fractures, or even more severely debilitating or life-threatening hazards. I understand that injury or loss may result from unknown or unexpected risks, but may also result from environmental conditions, from the acts or omissions of others, or from the unavailability of immediate and/or adequate emergency medical care, the use of equipment, materials owned by, or facilities acquired by Strawberry Park, injuries resulting from the actions, omissions or negligence of Strawberry Park or others; blatant or apparent defects or conditions in equipment or property supplied by Strawberry Park; injuries resulting from the physical condition or actions, omissions, negligence in any degree of Guest; all manner of injuries resulting from falling off of bikes and hitting furniture or other items such as, but not limited to, tables, chairs, or the ground; injuries resulting from contact with other Guests of Strawberry Park's facilities and activities; injuries resulting from contact with Strawberry Park's facilities including but not limited to stairs, doors, counters, windows, arcade games, and furniture whether permanently or temporarily in place; first aid, emergency treatment or other services rendered by Strawberry Park or others; and there is also the possibility that by engaging in such activities could cause injury or harm to a person other than myself.

BY ENGAGING IN THESE ACTIVITIES, THE PARTICIPANT ASSUMES THE RISK OF SERIOUS INJURY OR DEATH.

I understand that Strawberry Park does not guarantee my personal health or safety at any point during my use of Strawberry Park's facilities, nor does it protect me against risk of loss of my personal property. I understand that Strawberry Park does not assume responsibility for the actions of others, for events that are not part of Strawberry Park, or that are beyond the control of Strawberry Park or its contractors, or for situations that may arise due to the failure of the Guest to disclose pertinent information.

2. Releases, Indemnification and Covenant Not to Sue: Guest voluntarily releases and forever discharges and covenants not to sue Strawberry Park, and all other persons or entities affiliated therewith, from any and all liability, claims, demands, actions, or rights of action, which are related to, arise out of or are in any way connected with Guest's stay at Strawberry Park or participation in any Strawberry Park activity, including, but not limited to any and all negligence, of Strawberry Park, its members, directors, officers, agents, and employees, and all other persons or entities associated with it, for any and all injury, death, illness or disease, and damage to Guest or Guest's property. Guest further agrees, promises and covenants to hold harmless and to indemnify Strawberry Park, its members, directors, officers, agents, and employees, and all other persons or entities associated with it against all damage which Guest may negligently or intentionally cause to spectators or other third parties in the course of Guest's participation in any Strawberry Park activity. Guest further agrees, promises and covenants not to use, assert or otherwise maintain any claim against Strawberry Park, its members, directors, officers, agents, and employees, and all other persons or entities, for any injury, death, illness or disease, or damage to Guest or Guest's property, arising from or connected to Guest's participation in any activity or from any claims asserted against Guest by spectators or other third parties. By agreeing to make a reservation, Guest fully recognizes that if anyone is hurt or dies, or property is damaged while Guest is in Strawberry Park's facilities or on its property, Guest will have no rights to make any claim or file a lawsuit against Strawberry Park, its members, directors, officers, agents, or employees, or any other persons or entities associated with Strawberry Park even if Strawberry Park or its members, directors, officers, agents, or employees or other persons or entities associated with Strawberry Park negligently caused the bodily injury or property damage.

3. Acknowledgment of Effect of This Release Agreement: Guest understands and acknowledges that Guest has given up certain legal rights and/or possible claims which Guest might otherwise assert or maintain against Strawberry Park, its members, directors, officers, agents, or employees, and other persons or entities, including but not limited to rights arising from or claims for the acts or omissions, fault or negligence of Strawberry Park, its members, directors, officers, agents, or employees or any other persons or entities. Guest understands and acknowledges that Guest has assumed responsibility and LEGAL LIABILITY for the claims or other legal demands, including defense costs, which may be asserted by third parties against Guest as a result of Guest's use of Strawberry Park.

4. Participant Insurance Benefits and Representation of Physical Condition: Guest understands and acknowledges that no medical insurance benefits will be provided to Guest for Injuries occurring while Guest is using Strawberry Park.

Guest certifies that Guest has sufficient health, accident, and personal liability insurance to cover bodily, property damage, or any consequences resulting from Guest's participation in Strawberry Park's activities. If Guest has no such insurance, Guest certifies that Guest is capable of personally paying for any and all expenses or liability. Guest further acknowledges that the Guest is in good physical and mental health, not suffering from any condition, disease or disablement, which would or could potentially affect participation in activities at Strawberry Park.

5. Consideration: In consideration of this agreement, Strawberry Park will permit Guest to participate in Strawberry Park's activities, subject to Guest's compliance with all Strawberry Park Rules, Regulations and Safety Policies, which may be amended from time to time. It is the responsibility of the Guest to request and inspect all such Rules, Regulations and Policies. Strawberry Park retains the right to deny entrance to its facilities or participation in its activities, to anyone at its sole discretion.

6. Acknowledgement of Responsibility: I consent to medical treatment in the event of injury, accident and/or illness during my use of Strawberry Park. In the event I am injured or become ill while participating in this during my use of Strawberry Park, I understand and agree that I will accept responsibility for any medical bills, including co-payments and deductibles. In the event, I am injured, or my property is damaged as a result of my use of Strawberry Park, I will not seek reimbursement from Strawberry Park. In the event that while using Strawberry Park, I cause harm to another person or another person's property I accept sole responsibility for my actions and indemnify Strawberry Park and hold it and its members, directors, officers, agents, and employees harmless therefrom.

7. Minor Aged Child(ren): I understand and agree on behalf of my child that my child(ren) share(s) the responsibility for the safety of Strawberry Park activities, and I personally assume on behalf of my child(ren) that responsibility. I understand and certify that my child(ren)'s participation in Strawberry Park's activities is completely voluntary and that I have become familiar with the activities in which my child(ren) may participate. Guest, on behalf of the minor aged child(ren), voluntarily releases and forever discharges and covenants not to sue Strawberry Park, and all other persons or entities affiliated therewith, from any and all liability, claims, demands, actions, or rights of action, which are related arise out of or are in any way connected with Guest's and their child(ren)'s stay at Strawberry Park or participation in any Strawberry Park's activity, including, but not limited to any and all negligence, of Strawberry Park agents, workers, directors and employees, and all other persons or entities associated with it, for any and all injury, death, illness or disease, and damage to Guest's child(ren) or Guest's child(ren)'s property.

The COVID-19 pandemic has infected much of the world. This agreement will hold Strawberry Park, its agents, workers, directors and employees, and all other persons or entities associated with it harmless in the event a guest develops a COVID-19 infection while visiting Strawberry Park.

Guest understands that this constitutes the entire agreement between Guest and Strawberry Park, its agents, workers, directors and employees, and all other persons or entities associated with it, and that it cannot be modified or changed in any way by the representations or statements of Strawberry Park, its agents, workers, directors or employees or by Guest. Guest and Parents/Guardians have read this entire document in full, understand it completely, and agree to be bound by its Terms. This Waiver and Release is a Connecticut contract and the Guest consents to the jurisdiction and venue for any action relating to this Waiver and Release in New London County, Connecticut regardless of the Guest's residence or domicile.

As a Guest, I expressly agree that this release is intended to be as broad and inclusive as permitted by the laws of Connecticut, in the United States of America, and that this release shall be governed by and interpreted in accordance with the laws of Connecticut. I agree that in the event that any clause or provision of this release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release, which shall continue to be enforceable. I understand and accept the risks; I understand and agree to abide by the code of conduct; and I accept responsibility for injury to myself, my own property; and harm to others that I have caused. I acknowledge and represent that: (A) I have read the foregoing release, understand it, and sign it voluntarily as my own free act and deed; (B) No oral representation, statements or inducements, apart from the foregoing written agreement, have been made; (C) I am at least eighteen (18) years of age and fully competent; and (D) I execute this release for full, adequate and complete consideration fully intending to be bound by same.