

Guest Terms and Conditions Liability Waiver Agreement

The following Terms and Conditions are rules and regulations that are required to be followed by all Guests, Visitors or Persons (collectively referred to as "Guest" or "Guests" in this agreement) present on Mr. Bigfoot RV Park property. Failure to comply with these Terms and Conditions or directions of resort management will result in removal of the Guest and their personal property from Mr. Bigfoot RV Park. Refunds are not provided for removal for failure to comply with these Terms and Conditions. Additionally, RVs and personal property removed from Mr. Bigfoot RV Park for violation of these Terms and Conditions will be at the Guest's expense.

These Rules and Regulations are subject to change at any time without notice. For the most up to date version please see www.mrbigfootrvpark.com.

Reservation and Stay Policies

Additional Fees:

\$10 per person per day regardless of age (first 4 included in rate, maximum of 8 people total per site). \$10 per approved pet per day (first 2 included in rate, maximum of 4 total per site).

\$25 per additional vehicle (first vehicle included in rate, maximum of 2 vehicles per site). The additional vehicle must fit on your assigned site. Parking is at your own risk, on or off Resort property.

- THERE IS NO OVERFLOW PARKING AVAILABLE ON RESORT PROPERTY.
- ADDITIONAL PARKING IS AVAILABLE ON PUBLIC STREETS ADJACENT TO THE RESORT.

Authorization and Charges: By accepting this document, you authorize Mr. Bigfoot RV Park, to keep your payment card on file and make any necessary charges. This includes fines for violations, store purchases, camping fees, and any other charges that may arise. All charges will be automatically applied to the card on file.

Cancellations: Cancellations made 30 or more days prior to arrival will be assessed a \$25 cancellation fee. Cancellations made 29-2 days prior to arrival will forfeit the deposit that was paid when you booked. Two days before your arrival the credit/debit card used to book the reservation will be charged for the remainder of the reservation. Once charged, this amount is non-refundable. If Mr. Bigfoot RV Park is unable to charge the remainder to the card the reservation was booked with, the reservation will be cancelled, and the deposit will be kept.

Cashless Resort: Mr. Bigfoot RV Park operates as a completely cashless establishment. Cash is not accepted as a form of payment for any services or merchandise. However, we offer the convenience of charging in-store purchases to your site. When making a charge-to-site purchase, we will verify your site number and the phone number on file.

Charge-to-site privileges apply to all members of your party, including children. Please supervise your child accordingly. If your child is unaccompanied in the store, we will assume they are authorized to make purchases on your account.

Check-In and Check-Out Times: Check-in time is 2:00 pm daily, and check-out time is 11:00 am daily. These times allow our staff time to clean and prepare sites for new arrivals.

Confirmation and Errors: It is your responsibility to carefully review the confirmation email and receipt for accuracy. Any errors made at the time of booking should be identified and reported to us promptly.

Early Arrivals: Early arrivals are based on availability for a fee of \$30. You may be asked to change sites to accommodate your request for an early arrival.

Extension of Stay: If you intend to extend your stay for an additional night, please notify the front desk before your check-out time. Extensions are subject to availability and not guaranteed. Please note that pricing may result in a cost increase, and you may be required to relocate to another site to extend your stay.

Guest Satisfaction: We value Guest satisfaction and strive to address any issues promptly during *your* stay. If you encounter any problems, please inform us immediately, and our team will make every effort to resolve the matter to your satisfaction.

Late Departures: Late departures are available based on availability for a fee of \$30. Late check out time is 1 pm.

Nature of Camping Experience: Camping is an outdoor experience, and therefore, we are unable to provide refunds, or rain checks due to issues caused by natural elements including temperature, rain, snow, wildfire smoke, etc.

No Shows: Failure to check-in or notify us of changes to your arrival plans by 11:00 am on the day following your scheduled check-in will result in the cancellation of the remainder of the reservation. Your site will be made available to other Guests, and no refunds will be provided. To avoid cancellation, please contact us before your scheduled check-in date if you need to change your arrival date, and we will accommodate you to the best of our ability.

Payment: A valid credit or debit card must be provided at booking to secure the reservation. The first night's rate will be charged at the time of booking. The remainder of your stay will be charged 48 hours prior to arrival and is non-refundable once charged. Prepaid "gift card" debit cards are not accepted by our system. Please ensure that the payment method on file remains active and has sufficient funds to cover any charges. Declined charges will result in the termination of your reservation/stay.

Rate Inclusions: The rate includes the accommodation of 1 RV, 4 individuals regardless of age, up to 2 approved pets, and 1 passenger vehicle. For towable rigs such as travel trailers or fifth wheels, the truck used for towing shall be considered a passenger vehicle. In the case of truck campers, a separate vehicle may be allowed if the camper remains attached to the truck. Additional charges apply for additional persons, pets, or vehicles. The maximum occupancy for any site is 8 individuals, regardless of age.

Reservation Changes: You may change your reservation details, such as arrival/departure dates or other particulars, without incurring any fees, subject to availability. If the desired dates are not available and you choose to cancel, the cancellation fee still applies.

Right to Refuse/Terminate Service: Mr. Bigfoot RV Park reserves the right to refuse or terminate service to any Guest at our discretion, including but not limited to the following circumstances:

- a. Failure to comply with the policies, rules, and regulations set forth in this Terms and Conditions Agreement and posted on the premises of the resort.
- b. Engaging in disruptive, illegal, or inappropriate behavior that disturbs the peace and enjoyment of other Guests.
- c. Violation of local, state, or federal laws on the premises of Mr. Bigfoot RV Park.
- d. Non-payment or insufficient payment for services rendered.
- e. Providing false or misleading information during the reservation process or stay.
- f. Any other actions or behavior deemed detrimental to the operation, reputation, or safety of Mr. Bigfoot RV Park and its Guests.

If Mr. Bigfoot RV Park exercises its right to refuse or terminate service, the Guest will be required to vacate the premises immediately and will not be entitled to any refunds or compensation. Mr. Bigfoot RV Park reserves the right to remove or relocate Guest's RVs or vehicles, at the owner's expense, in the event of non- compliance with the policies, rules, and regulations outlined in this Agreement or for reasons related to safety, maintenance, or other operational requirements. Mr. Bigfoot RV Park shall not be liable for any losses, damages, or expenses incurred by the Guest as a result of the refusal or termination of service, including but not limited to relocation costs, transportation expenses, or alternative accommodation fees. The decision of Mr. Bigfoot RV Park to refuse or terminate service is final and binding. By making a reservation and/or staying at Mr. Bigfoot RV Park you acknowledge and agree to abide by the policies, rules, and regulations set forth in this Agreement.

Site Locations: All site numbers except (22, 23) are subject to change prior to arrival unless a site lock fee was paid with your reservation. Only certified RV types 10 years old or newer are permitted including Class A, B, and C Motorhomes, 5th wheels, travel trailers and vans. We reserve the right to inspect RVs, and we may refuse access if your property is unsafe or is unsuitable for the resort. Written exceptions to these policies are available by emailing the resort at info@mrbigfoot.com. Sites are designed to accommodate one unit at a time.

Stays of 30+ Nights: Reservations for stays of 30 nights or longer require a non-refundable deposit of \$250 at the time of booking. Please see our Monthly stay agreement for additional information.

Visitors: Guests may have visitors (individuals not registered on the reservation or agreement) visit them, so long as such visitors do not cause the Guest to exceed the maximum permitted occupancy listed above. Visitors must register at the resort office and are subject to any applicable Guest fees. The daily visitor fee is \$10 per person regardless of age. Visitors are required to abide by all Resort Rules and Regulations. Guests are responsible for the behavior of their visitors. Visitors are only permitted to be on property when resort Guests are present. It is the responsibility of the Guest to come into the resort office to register all visitors.

Be A Good Neighbor

Compliance with Signage: All posted signs, including stop signs and one-way street indicators, must be strictly followed for the safety and convenience of everyone.

Considerate Behavior: Please show respect and consideration towards your fellow Guests. Avoid walking through occupied sites to maintain privacy and promote a pleasant atmosphere.

Firearms and Shooting: Target shooting, brandishing/display of firearms, or the use of replica firearms, airsoft guns, pellet guns, or similar items are strictly prohibited. Individuals legally allowed to carry firearms in the state of Oregon may do so responsibly and in compliance with applicable laws.

Fireworks: Fireworks of any kind including sparklers, explosives or incendiary devices are prohibited on Mr. Bigfoot RV Park property.

Flags, **Signs** and **Other Visual Symbols**: Items that contain vulgarities (including vulgarities partially or completely covered), the Confederate flag, *or* that represent politicians/political candidates are not permitted to be displayed.

Smoking and Alcohol: There is no smoking, including vaping, in buildings, resort restrooms, shower facilities, common areas, or any outdoor amenities. Alcohol is permitted by legal drinking age adults if it is done so in a way that will not directly or indirectly impact the experience of other Guests. Alcohol must be consumed in a responsible manner. Illegal drugs are strictly prohibited. Any Guests or visitors that are smoking or using alcohol in an irresponsible manner, or in a manner that interferes with another Guest's enjoyment will be asked to stop and may be removed for failure to comply.

Speed Limit: The maximum speed limit within the park premises is 10 MPH.

Lawn Maintenance: Lawn maintenance and mowing are typically conducted Monday-Friday but may occur at other times due to weather conditions. Sprinklers operate every night. Please ensure your site is clear of any obstructions or items that can be damaged or impede mowing.

Site Tidiness Storage Limitations: Please maintain a clean and tidy campsite. Hanging clothes or using clotheslines outside your RV is not allowed. It is prohibited to store any items underneath or adjacent to your RV. Site management reserves the right to inspect site conditions at any time. Permitted items to be left outside your RV include camp chairs, camp tables, one (1) ice chest, one (1) BBQ, and one (1) portable (propane) fire pit.

RV and **Vehicle Washing:** "Minimal" washing of RVs and vehicles is permitted with prior approval from the front desk. Washing activities should not disrupt the enjoyment of the resort by other Guests.

Quiet Hours: Quiet time is observed from 10:00 pm to 8:00 am daily. Please be considerate of other Guests and refrain from excessive noise during this period. The use of outdoor speakers or amplification systems is strictly prohibited. In the event of noise issues, we encourage you to respectfully approach the Guest causing the disturbance. If a resolution cannot be achieved, please contact the front desk for assistance.

Generator Use: The use of generators or other small engine equipment is not permitted, except in cases of general utility power failure.

Pet Policy

Breed and Size Restrictions: Mr. Bigfoot RV Park reserves the right to impose breed and/or size restrictions on pets at any time. Currently, there are no specific breed and/or size restrictions for dogs. Well-behaved dogs that do not display aggressive behaviors are permitted.

Enforcement and Fines: To ensure a clean and safe environment for all Guests, Mr. Bigfoot RV Park reserves the right to impose fines *on* your account if you are found in violation of not picking up after your pet, failing to use a leash or for using a Paw Patio site you are not occupying. The fine schedule is as follows:

First Offense: \$25 Second Offense: \$250

Third Offense: Three strikes and you're out!

Leash Requirement: Pets must be kept on a leash when outside your RV. The exception being when inside a designated dog park area or a Paw Patio on a site you are occupying.

Paw Patios: Sites with Paw Patios are to be used by Guests who have reserved and paid for those sites. Please see the front desk if you would like to upgrade to a Paw Patio site.

Prohibited Areas: Pets are not allowed inside The Hub, bathrooms, or any other indoor facilities. Additionally, pets are not permitted within the pool fenced area at any time. Pets are not to be left unattended outside an RV at any time

Temporary Fences: Temporary fences with a maximum height of 36" are permitted on a temporary basis. These fences must serve a decorative purpose and should not be visually obtrusive. It is required to completely remove these fences to allow for lawn mowing. Fences must not obstruct the sprinkler system, and no stakes are to be driven into the ground.

Waste Cleanup: Please clean up after your pet. Complimentary pet waste stations with bags and waste bins are conveniently located throughout the park for the proper disposal of waste.

Other/General Policies

CCTV Surveillance: To minimize liability and maintain security, Mr. Bigfoot RV Park operates an extensive CCTV camera system throughout the premises. These cameras record audio and video 24/7, both in plain view and discreetly positioned.

Electricity: Power pedestals are owned by Mr. Bigfoot RV Park and are not to be tampered with or modified in any way.

Emergency: Please dial 911 in the event of an emergency. Guests must comply with all resort staff instructions during an emergency.

Garbage and Recycling: Please place garbage and recycling in property dumpster. Garbage placed in dumpster must be bagged (no loose trash). Mr. Bigfoot RV Park is unable to dispose of mattresses, couches, chairs, hazardous materials or large items.

Laundry Room: Please remove your laundry promptly after the cycle has ended. Once the machine cycle ends, it is our policy to allow anyone, including other Guests and staff, to transfer articles from the machines to a laundry cart. If *you* prefer that others do not handle your clothes, we recommend removing them by the completion time displayed on your machine.

Package and Mail Receiving: Guests are welcome to ship packages and mail to our address. Please ensure timely retrieval of your mail. Mail or packages received after your departure will be discarded or returned to the sender, as we do

not provide mail-forwarding services. For extended stays, we recommend obtaining a P.O. box or using a mail service in the local area instead of changing your address to our location.

Personal Belongings: While Medford is generally considered a low-crime area, we advise you to take necessary precautions to secure your belongings. This includes items such as bicycles, BBQs, camp chairs, and coolers.

Sewer Hookup: All sewer hoses must be in good working condition with no leaks. It is the responsibility of the Guest to insure a leak proof connection from RV to sewer. Guests are responsible and will be charged for any damage or cleanup caused by their sewer hookup.

Wi-Fi Availability: Mr. Bigfoot RV Park offers Wi-Fi access for all Guests as a complimentary amenity. However, due to various factors affecting signal reliability inside RVs, the provision of Wi-Fi is on a "best- effort" basis and cannot be guaranteed. Network connectivity and performance may also be impacted by upstream network issues beyond the control of Mr. Bigfoot RV Park.

Wood Fire Regulations: Mr. Bigfoot RV Park does not provide fire rings for wood fires. Wood campfires are permitted in *your* own fire pit if the fire pit has legs or other measures to prevent damage to the ground, landscaping and grass. The use of charcoal BBQs is also allowed but follows the same restrictions as wood fires. Please see the front desk to confirm if wood fires are allowed and for metal containers to dispose of ash. Propane fire pits and propane BBQs are permitted anytime.

Waiver of Liability and Indemnity: IN CONSIDERATION OF BEING PERMITTED TO OCCUPY A UNIT AT MR. BIGFOOT RV PARK FOR VACATION PURPOSES, THE UNDERSIGNED GUEST AGREES TO RELEASE AND INDEMNIFY MR. BIGFOOT RV PARK AND ITS OWNERS, EMPLOYEES, AGENTS (EACH A "RELEASED PARTY" OR ALL COLLECTIVELY THE "RELEASED PARTIES") FROM ANY AND ALL CLAIMS FOR PROPERTY DAMAGE, BODILY INJURY OR DEATH WHICH I OR OTHER GUESTS USING THE SITE OR MY VISITORS MAY SUFFER OR FOR WHICH I MAY BE LIABLE TO OTHERS, IN ANY WAY CONNECTED WITH MY STAY AT MR. BIGFOOT RV PARK. THIS WAIVER AND INDEMNITY AGREEMENT SHALL APPLY TO ANY CLAIM EVEN IF CUASED BY THE NEGILGENCE OF A RELEASED PARTY, BUT DOES NOT WAIVE ANY CLAIM AGAINST A RELEASED PARTY BASED UPON THAT RELEASED PARTY'S GROSS NEGILIGENCE, RECKLESSNESS, OR INTENTIONAL MISCONDUCT, AND SHALL SPECIFICALLY INCLUDE CLAIMS RELATED TO BASEBALLS OR SOFTBALLS OR OTHER FLYING OBJJECTS FROM ADJOINING PROPERTY. MY AGREEMENT TO INDEMNIFY INCLUDES INDEMNIFY FROM ALL DAMAGES AND COSTS, INCLUDING COURT COSTS AND ATTORNEY FEES REGARDING OR RELATING TO A CLAIM.

Vacation Occupancy: Your occupancy of Mr. Bigfoot RV Park is a vacation occupancy and is NOT subject to the Oregon Residential Landlord and Tenant Act (ORS chapter 90). By your signature below you acknowledge that Mr. Bigfoot RV Park is for vacation purposes only and not as a your principal residence, that you and all Guests in your site have a principal residence other than Mr. Bigfoot RV Park, that your authorized period of occupancy cannot exceed 90 days, and that your RV is required to be removed from Mr. Bigfoot RV Park at the end of your occupancy period before a new occupancy period may begin.

Guest Signiture:	Date: