

# 2343 Hwy 66, Mead Co 80542 970-212.0401 Gophergulchrv.com

# **RULES, POLICIES & REGULATIONS**

Below are the Rules, Policies, and Regulations required for your stay at GGRV, LLC d/b/a Gopher Gulch RV Park & Campground (hereinafter referred to as "the Park"). We are obligated to follow the local codes and regulations for the Park. Please see below for the Park rules. Please note, this is not a comprehensive list. Management reserves the right to change any of these rules before, during, or after the season, without prior notice to guests. Any rule change will be posted on the Gopher Gulch RV Park & Campground site. Any situations not covered here will be at management's discretion to resolve. Guests and Visitors agree to comply with these rules and regulations as outlined below. Guest is defined as any person staying overnight. Guests are not considered tenants under Colorado law.

Visitors are defined as anyone not registered as a Guest.

These rules and regulations are instituted for the safety and security of all Guests, Visitors, staff, and the Park management. Any violation of these rules may result in the removal from the Park of individual or individuals whether registered guests or visitors, without refund. Re-admittance to the Park will be at the discretion of the Park management (hereinafter referred to as "Management").

In order to maintain our high standards and to continue the reputation that has made the Park a pleasant place to stay, the following Rules, Policies and Regulations for High Pines RV Park (*Rules and Regulations*) shall be enforced during the duration of your stay. All sites in the Park are for RVs only (plus we have 8 Tent Sites) and future Cabins.

An RV is a <u>Self-contained camping unit with a toilet</u>, and may contain a lavatory, shower and kitchen sink, all of which are connected as an integral part of the structure to water storage and sewage holding tanks located within the unit.

**Right of Refusal:** Guests and Visitors of the Park are provided a license to stay in the Park and shall not be considered tenants under Colorado law.

The Park reserves the right to revoke license at any time and for any reason. Guests may be removed from the Park in the event of inappropriate behavior or infraction of the Rules and Regulations set forth herein, on the Park website or posted within the Park.

### **GENERAL:**

- 1. In addition to the Park rules here, there are simple, unwritten courtesies and respect for others in a close environment, which are in place for the safety and enjoyment of everyone. Relax, enjoy and have a good time!
- 2. In case of an Emergency: Dial 911

Then call the office 24 / 7: (970) 212-0401

If the Park is notified of an emergency needing your attention, we will first notify you via the Park App.

- o Current email address / cell phone numbers shall be kept on file in the event of an emergency.
- 4. Check-in & Check-out:

All check-in procedures will take place online. Walk-ups can book online, through our App or call the Park

Check-in is 2:00 pm. Check out is 12:00 pm

If you arrive early or need to extend your stay, please contact the Park and we'll do what we can to accommodate.

# Check-in after dark is prohibited without prior permission.

NO CHECK-IN after 10 pm. You may park and dry camp in front of the office for the night... and drive back to your site after 7 am the next day.

- 5. NO REFUNDS FOR EARLY DEPARTURES FOR ANY REASON!
- 6. The Park speed limit is 7 mph throughout.
- 7. Drive only on roads, do not drive through or park in unoccupied sites.
- 8. The Park Quiet Hours are 10:00 pm to 7:00 am (please respect your neighbor).

Please observe and be respectful of others around you and notice when they are retiring for the night.

Children (anyone under 18 years of age) are to be at their site during quiet hours.

Playground is closed during quiet hours and open during non-quiet <u>daylight</u> hours.

9. Excessive noise even during non-"quiet hours", nuisance, public intoxication, illegal drug use (sale or exchange), public nudity, foul or offensive language, explosives, fireworks, sparklers & firecrackers are not permitted in the Park at any time.

If neighbors can see it or hear it, it is to abide by these rules. This includes (but is not limited to) conversations, outdoor tv viewing, barking dogs, music, phone conversations, etc.

- 10. Any camper using profane or discriminatory language or who is intoxicated or, in the opinion of Campground management, is acting in such a manner that may be injurious, offensive or annoying to others will be asked to leave the Campground immediately without a refund.
- 11. Guests or Visitors engaging in illegal activity or violating the Park Rules will be subject to immediate removal from the park without a refund. If they do not leave, they will be removed by local law enforcement.
- 12. Minimum Guest Age: Each RV, Tent or Cabin shall have at least one Guest who is 21 or older.
- 13. No mail shall be delivered to the Park for Guests or Visitors.
- 14. Packages **ONLY** can be delivered with the following address:

Your Name (Registered Guests ONLY) c/o Gopher Gulch RV Park & Campground 2343 Hwy 66 Mead, CO 80542

- Packages will be in or near the red bin on the porch of Manager's Residence and should be picked up within 48 hours of delivery.
- Park is not responsible for lost or stolen packages.
- 15. Visitor occupancy is limited to two (2) visitors per RV site at any one time.
  - o Please advise your visitors that there is a daily fee and they must sign in and pay on the App
  - Visitors shall comply with the Park Rules and Regulations.
  - Visitors shall be registered with the Park.
  - Check out time for visitors is 10 pm. No visitors allowed into the Park after 9 pm.
    - Visitors fees: daily 6 yrs. and over = \$3 / day
    - Overnight visitors fee 6 yrs. and over \$6 / night to be paid before 9 pm
    - Prepayment is necessary for each day and nightly stay
- 16. Loss or damage: The use of all recreational facilities shall at all times be governed by the Park Rules and Regulations provided to each guest upon registration, on the Park website, posted within the Park OR on the Park App. The Park tries to operate a safe environment, but we are not responsible for accidents, injuries or losses from any cause. All guests and their visitors use the facilities and premises at their own risk and liability.
- 17. Campground and its staff are NOT RESPONSIBLE for watching or supervising children AT ANY TIME. Children must be always supervised by a responsible adult and must be on the campsite they belong to during quiet hours.
- 18. Parents are responsible for the actions and safety of their children and will be held responsible for <u>any damage</u> <u>caused</u>.
- 19. No business, trade or profession of any type requiring clients to come to the Park shall be conducted within the Park without the prior written consent of the Park. (i.e.: hair/nail salon, attorney, notary, etc.)

- 20. No Smoking / Vaping, etc. in any Park building. Tossing cigarette/cigar, etc. filters on the ground is prohibited.
- 21. ANY FORM OF INTOXICATION with disregard to respect and decency to others will not be tolerated and will be dealt with swiftly and severely.

Underage drinking is prohibited, will result in removal without refund and may be reported to authorities.

### 22. Fires:

Shall comply with Colorasdo and Local government Laws and Restrictions:

See the App for options to purchase Firewood

Fire Rings are not to be moved from the original location on your site. Do not burn plastics, garbage or other toxic materials.

Campfires must be attended by an adult at all times. Please double check that fires are fully extinguished prior to retiring for the night, leaving for the day, or checking out.

No excessively large campfires or smoldering fires.

Do not dump ashes or coals into the woods or in the Dumpster.

Chainsaws are not allowed on the property. Firewood must be precut.

23. The American Flag, U.S. Military Flags and sports team are the only flags permitted to be flown on any site.

American Flag etiquette shall be followed according to <a href="https://www.usa.gov/flag">https://www.usa.gov/flag</a>

24. ATVs, golf carts, dirt bikes or unlicensed vehicles are not to be operated on campground property.

#### 25. Water:

Water connections should be drip free. Please conserve water!

NO vehicle or RV trailer washing, water guns, water balloons, kiddie pools, hot tubs, excessive use of water, etc. (Exception: Seasonal / Monthly rentals, see additional rules)

## 26. Outdoor Lighting:

Limit of 100' of outdoor lights permitted at your immediate site only!

NO bright LED, blinking or motion lights (these can be unpleasant and distracting for surrounding campers).

Patio / exterior RV lights are to be turned off before retiring for the night or by 10 pm.

- 27. State and Federal Firearm and Hunting Laws must be abided at all times.
- 28. We do not offer insurance for any loss, injury, or damage incurred by Guests or their Visitors.
- 29. Campground is not responsible for lost or stolen items.
- 30. No dish washing or pet washing in restrooms or laundry room.
- 31. Damage to the Park will be remedied at Guest's expense.

## SITES:

- 1. Sites shall be kept neat and clean at all times and never used as a storage area.
  - Each guest is responsible for insect and rodent control of their site.
  - Clotheslines are not permitted.
    - Do not hang any laundry, clothing, etc. outside of RV. Clothes dryers are in the laundry room, if needed.
  - o Items such as buckets, storage boxes, mops, trash cans, freezers, etc. may not be kept outside of the RV.
  - Please leave the site as nice as when you arrived.
    - A cleaning fee ranging from \$50-\$100 may be charged to a guest's account if their site is not left in good condition.
    - However, if there is damage to the property, the cleaning fee may exceed \$100.
- 2. Permanent structures shall not be constructed on individual sites, including but not limited to decks, porches, sheds, patios, etc. Failure to abide will result in immediate removal without refund.
- 3. If connected to the Park sewer system, an airtight sewer connection is required at all times. Leaks in a sewage system shall be repaired or replaced immediately. If not, the Park will remedy at Guest's expense.
- 4. Hanging or attaching anything to a pedestal (other than an electric cord) is prohibited. Only one electric cable is

- permitted per pedestal. (Exception: heat tape)
- 5. Respect your neighbors' privacy by not walking through their site.
- 6. Do not set hot grills or any hot objects on tables that could burn the wood.
- 7. Trees: Do not cut, nail or screw anything onto or into our trees.
  - Do not remove logs, trees, twigs, leaves or branches dead or alive from our forest. We have lots of Sumac trees, which are hazardous when burned.
- 8. Do not move to another site without first getting approval from the Park.
- 9. Wildlife is to be expected!! Warning: Wildlife can be very dangerous! Do not feed any wildlife! Please take extra caution when disposing of or stowing away food items on your site, as food may attracts wildlife.
  - Do not throw food on the ground or into the woods, as it will attract wildlife.
- 10. Management, at its discretion, reserves the right to immediately remove, without prior notice, Guests, family, and Visitors upon violation of any rule, or who, in management's opinion, is creating a disturbance of any kind or is a nuisance. No refunds will be given.
- 11. Screw stakes for awnings, etc, shall not be longer than 12".

## **RVs AND VEHICLES:**

- 1. Well-maintained and Clean RVs and Vehicles:
  - RVs should be no more than ten years old, although we do make exceptions for older ones that are well maintained. No matter the age of the RV, they shall be clean and in road worthy condition.
  - Window AC units are NOT permitted.
  - On-site repairs, while not prohibited, are discouraged as RVs and vehicles shall be operational and remain operational.
    - Major repairs (*taking more than 24 hours to complete*) are prohibited.
  - Any oil spills or leaking vehicles shall be cleaned up by the guest immediately or the Park will clean up at the guest's expense.
- 2. Parking:
  - o Only one RV per site.
  - Guests are limited to two (2) vehicles at no additional charge.
  - All vehicles shall fit on the site
    - Parking on the roadway or another site is prohibited.
    - If additional parking is desired, please make arrangements with the Park. There may be an additional charge for extra vehicle parking.
  - All vehicles shall be in good operational condition, with current license, insurance and inspections (if applicable).
  - No boats, utility trailers, etc. shall be kept on individual sites. Contact the Park for storage in the on-site Storage Area.
- 3. On-site RV Storage may be rented, if space is available. Please contact the Park to inquire.
- 4. Bicycle helmets are to be worn by children when riding bicycles. Bike lights or flashlights are required for riding after dark.

#### TRASH:

- 1. Do NOT keep food/garbage out at night!
- 2. All trash must be bagged and tied.
- 3. Dumpster is limited to trash generated at the Campground only.
- 4. Collapse cardboard boxes and crush all containers.
- 5. Cut and bag old water and sewer hose before throwing away.
- 6. Please reach out to management via the High Pines App with any questions.

#### **PET POLICY:**

While your family pets may be comfortable around you, they may be unpredictable in a campground environment. This is for YOUR pet's safety AND the safety of OTHERS!

- 1. Household pets are welcome.
- 2 Guests are required to follow Pet rules
- 3. ALL pets shall be registered during check-in or within 24 hours of acquiring.
- 4. Owners are liable and responsible for their pets and their pets actions.
- 6. Pets shall NOT be left unattended outside at any time.
- 7. Owners are responsible for immediately picking up their pet(s) waste on any part of the Park property.
- 8. Noisy and/or aggressive pets shall not be permitted to remain at the Park.
  - This includes excessive barking inside the camper as well.
- 9. Pets are NOT allowed in ANY Campground Buildings
- 10. Owners shall have their pet's current vaccination card with them.
- 11. Children are not allowed to walk pets without adult supervision.
- 12. DO NOT keep pet (or any) food out at night.
- 13. The Campground has the absolute discretion and authority to remove any animals or owners of animals at any time and for any reason.

#### **FACILITIES:**

Clubhouse, Restrooms, Shower/bath facilities, Laundry Room, Game Room, Yard Games, etc. (if provided by the Park) are used at guests' risk.

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## RELEASES, AUTHORIZATIONS, AND WAIVER OF LIABILITY

NOTICE: Please read the following carefully. There are numerous activities that you will be able to participate in while at the Park. This Assumption of Risk, Authorization and Waiver of Liability and Release Agreement ("Agreement") contains important information and releases. If you have any questions or do not understand this Agreement, please consult legal counsel. By signing this Agreement, you are giving up substantial rights you may ordinarily be afforded.

As a Guest of the Park, I wish to camp at the Park and participate in the activities offered at the Park. I understand that I will be involved in camping and activities with the risk of injury or death or damage to personal property. I acknowledge that I am knowingly and voluntarily participating in camping and activities which give rise to these risks including, but not limited to: building and maintaining campfires; staying and being outdoors; campfires or fires in general; dangerous animals or insects; weather related incidents; bodies of water on or around the grounds; outdoor terrain and dangerous vegetation; recreational amenities; and the use of knives, hatchets, axes, and saws. I acknowledge that I have read the following Agreement and agree to its terms and conditions. If I am signing on behalf of a minor, I consent that I am the parent or legal guardian of said minor.

RELEASE OF LIABILITY AND ASSUMPTION OF RISK: I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES ARE POTENTIALLY AND INHERENTLY DANGEROUS ACTIVITIES THAT INVOLVE THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES I (OR ANYONE IN MY PARTY) SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE PARK. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR

PROPERTY DAMAGE ARISING FROM MY PARTICIPATION IN THE ACTIVITIES, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE CAMPGROUND OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, HAZARDS ARISING FROM STAYING AND BEING OUTSIDE, INJURY OR DAMAGE ARISING FROM CAMPFIRES OR FIRES IN GENERAL, DANGEROUS ANIMALS OR INSECTS THAT MAY BE FOUND IN THE AREA INCLUDING BLACK BEARS, INJURY OR DAMAGE ARISING FROM ANY WEATHER RELATED INCIDENTS, INJURY OR DAMAGE THAT MAY ARISE FROM ANY BODIES OF WATER ON OR AROUND THE GROUNDS, INJURY OR DAMAGE THAT MAY ARISE FROM THE OUTDOOR TERRAIN AND THE DANGEROUS VEGETATION LOCATED ON SUCH, AND ANY INJURY OR DAMAGE THAT MAY ARISE FROM ANY RECREATIONAL AMENITIES AND ACTIVITIES THAT MAY BE ENGAGED. I hereby waive, release, and forever discharge the Park, its affiliates, managers, members, agents, attorneys, employees, staff, volunteers, heirs, executors, administrators, representatives, predecessors, successors, and assigns from any claims resulting from physical or personal injury, pain, suffering, illness, disfigurement, temporary or permanent disability, loss or death, and any property damage that may occur caused by fire, theft, vandalism, accidents, natural events, or any other occurrences or mishaps. I am here at my free will, and entirely at my own risk. I understand that these injuries or outcomes may arise by my own or others' negligence, conditions on the Park, or related to travel to and from the Park. Nonetheless, I assume all related risks, both known and unknown. The Park is not responsible for errors, omissions, acts, or failures to act pertaining to any party or entity conducting a specific event or activity. I fully understand that this is a release of liability that waives certain rights I possess. I agree to voluntarily give up, or waive any right that I otherwise have, to bring legal action against the Park for any personal injury or property damage whatsoever for negligence on the part of the Park, its agents, and employees. This waiver and release of liability shall remain in effect for the duration of my presence at the Park.

**INDEMNIFICATION:** I further agree to indemnify, defend, and hold harmless the Park, and all related agents, entities, and employees, against any and all claims, suits, or actions of any kind whatsoever for liability, damages, compensation, or otherwise brought by me or anyone on my behalf, including attorney's fees and any other related costs, including the costs of enforcing any right to indemnification, and the cost of pursuing any insurance providers incurred by or awarded against the Park, and all related agents, entities, and employees, in a final non-appealable judgment, arising out of or resulting from any claim of a third party related to my participation in the Activities, including any claim related to my own negligence or the ordinary negligence of the Park.

**MEDICAL TREATMENT:** I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activities. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Park from any claim based on such treatment or other medical services.

**ENTIRE AGREEMENT:** This Release constitutes the sole and entire agreement of the Park and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction.

CHOICE OF LAW AND FORUM: This Release is binding on and shall inure to the benefit of the Park and me and their respective successors and assigns. All matters arising out of or relating to the making or performance of this Release whether sounding in contract, tort or statute shall be governed by and construed in accordance with and enforced under the internal laws of the State of Pennsylvania including its statute of limitations without giving effect to any choice or conflict of law provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Pennsylvania. Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Kane, Pennsylvania and I hereby consent to the exclusive jurisdiction of such courts.

### PHOTO RELEASE

I hereby grant the Park permission to use my image and likeness (photographs and/or videos) in which me, any family member, or guest appear for any of its public displays such as but not limited to websites, social media, and advertisement prints, without payment or any other consideration. I hereby irrevocably authorize the Park to edit, alter, copy, exhibit, publish, or distribute these photos/video for purposes of publicizing the Park or for any other lawful purpose of the Park. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein I appear. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo/video. I hereby hold harmless and release and forever discharge the Park from all claims, demands, and causes of action which me, my heirs, representatives, executors, administrators, or any other persons acting on my behalf, on behalf of an estate, or may have by reason of this authorization. It is the responsibility of the registered Guest to inform their Visitors of this photo use policy.

I agree that before signing: I am at least 18 years of age. I am competent to contract in my name or contract on behalf of a minor for which I am the parent or legal guardian. I read this document in its entirety. I fully understand the contents, meaning, and impact of this document. I understand that I am giving up substantial rights by signing this document. I agree that I am signing this document freely and voluntarily without inducement.

### GGRV,LLC d/b/a GOPHER GULCH RV PARK AND CAMPGROUND

As a Guest, I have read and agree to follow the above Park Rules and Regulations, including the Releases, Authorizations and Waiver of Liability.

Guest:	(Signature)	Date:	
	(Print name) an of Minor (if applicable):		
Guardi	an of Millor (if applicable).		
Minor'	s Names (if applicable):		
Additic	onal Adult's Names:		