

Rustling Pines Campground Policies

Pre-Pay Policy

- Rustling Pines Campground will auto charge the remaining balance of your stay 14 days prior to the arrival date for your reservation. **This will begin the cancellation period. If you would like to pay in cash please make arrangements to do so prior to 14 days of your arrival or payment will go to the card that is on file for your reservation.**
- We will email you 15 days prior to arrival to remind you that your payment is due the following day and that your cancellation period begins the next day. If you need to cancel or change your method of payment, this would be the time to do that.
- For reservations that provide an invalid method of payment (card is declined or expired), we will attempt to contact you for up to 48 hours (12 days prior to arrival), if we are unable to reach you, **your reservation will be released and your deposit will be forfeited.**
- *We are not responsible for incorrect email addresses, phone numbers, or if we are unable to leave a voicemail due to a full mailbox. Please verify your contact information is correct when making your reservation.*

Cancellation & Transfer Policies

RV/Tent/Overlanding Sites

- If you would like to reschedule your reservation to another date we do that as a courtesy as long as it is done 14 days prior to the arrival date with no penalties. If you are renting an RV, Tent or Overlanding Site, in the event that you must cancel, **we require a 14 day notice by phone prior to the day of arrival**. Refunds will be issued less a **\$25 cancellation fee for RV Sites**. With less than 14 day notice, shorten your stay or check out early, please understand that we must ask you to take responsibility for your entire reservation.

ALL FEES ARE SUBJECT TO CHANGE

Check-In Process

All campers and visitors must check in at the Host Post upon arrival and receive a vehicle pass. ***RV must be present at time of check-in to enter campground.***

Check-In and Check-Out Times

Check-In Time for RV/Tent/Overlanding Sites is: 1:00 PM EST

Check-Out Time for RV/Tent/Overlanding Sites is: 11:00 AM EST

All Policies & Rules

RV CHECK-IN:

- For our camper's convenience, please proceed to your camping site, and then come into the Host Post to check in. For RV Sites we recommend that you flush the water lines before connecting, using a filter and a **pressure regulator**. No parking is allowed in the wooded chip or grass areas at the RV sites.

TENT/OVERLANDING CHECK-IN:

- All campers and visitors must check in with the Host Post in order to receive the site location upon arrival.

SMOKING POLICY:

- We ask that you do not throw down cigarette debris. We do our best to provide a clean enjoyable experience. Our team works diligently to clean up all litter before your arrival. We ask that you do your part in protecting our grounds.
- All facilities are smoke free.
- At Rustling Pines Campground we do not allow any illegal drug use; if any is detected you will be asked to leave immediately without refund. Authorities will be notified.

DEPOSITS:

- All reservations at Rustling Pines Campground requires a deposit of half of the reservation amount. This includes two nights or more. Payment is due in full 14 days prior to arrival date which will be charged automatically to the card on file. Please review our Pre-Pay Policy.
- One night stay reservations must pay full balance when reserving.

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- We are not responsible for incorrect email addresses, phone numbers, or if we are not able to leave a message on your voicemail. When making your reservation please verify your contact information is correct.

MINIMUM STAY:

- Two night minimum stay is required for major holidays. Rustling Pines Campground operates using dynamic pricing, any price that is quoted is subject to change based on availability.

RV SITES:

- Maximum of 8 guests allowed on one site and only one small tent with an RV not to encroach on neighbors site area. Four guests and two vehicles is included in rate, extra charge for additional overnight guests and/or vehicles. 12 and under is no charge.

PET POLICY:

- We love pets, however Rustling Pines Campground reserves the right to charge a cleaning or damage fee where it requires additional cleaning or fixing damage that your pet(s) incur. Only two (2) additional pets are allowed per RV Site, when accompanied with horses.
 - Pets left unattended must be put in a crate! If you are leaving your pet unattended and don't have a crate, authorities will be notified.
 - Pets must be on a leash anytime they are outside. Please do not leash your pet to your vehicle.

NOTE: Horses are permitted to be tied to horse trailer as a temporary need applies. However your horse should not be tied near walking paths, roads, facilities or near adjacent campsite. Please be courteous of your fellow campers.

- Please pick up after your pet. Do not leave a pet mess for someone else to clean up.
- Please be sure to clean up any pet/horse messes that occur in your campsite location and discard in the designated locations.
- A pet waiver must be signed when bringing your pet. If your pet incurs any damage or requires additional cleaning you agree to pay a minimum of \$25 cleaning or damage fee.

RULES & REGULATIONS:

1. Fees are payable at the office during business hours. If you wish to stay another day or request late departure, please check with the Host Post to make sure no incoming reservations are assigned to your site.
2. No more than two vehicles permitted per reservation. Extra vehicles and extra guests include a small fee. Please see the Host Post to obtain additional parking and guest passes. Any damage done to property by vehicle or towing of RV/horse trailer will be charged to account on file.
3. Visitors must be registered with the Host Post and fees apply for day visitors and overnight visitors. Visitors will be given a daily parking pass for a small fee. Visitors must obey all campground rules and sign a waiver.
4. Campfires are to be built only in provided sites/fire rings and not left unattended.
5. Please be respectful of your fellow campers. Any noise complaints could be subject to being asked to leave regardless of time and without refund. If you are not capable of driving vehicles will be towed and authorities will be notified.
6. Help us conserve water, no washing of vehicles or campers.
7. Speed limit is 7 MPH in the campground. Off road vehicles including four-wheelers and UTVs are allowed to operate within the campground. **ALL** Vehicles must stay on the existing roads and trails. If you are caught off of the existing trails or roads, you will be asked to return to your site and will no longer be approved to operate this vehicle inside the campground for the remaining reservation.
8. Trash: Please keep your campsite clean and orderly. Use the designated dumpsters and trash receptacles to keep the campground enjoyable. If you need a trash bag, ask for one at the Host Post. Do not use fire pits to burn trash, cigarette butts or even food. Any excessive cleaning of fire pits are subject to a \$25 cleaning fee. Do not burn plastic. We ask that you clean up after yourself before you depart and do not start any campfires before you depart. Please do not leave trash in the fire pit. If dumpster is full please do not leave trash next to, or on top during the evening hours. If full please let the Host Post know and they will find a place for your trash.

9. Pets must be kept on a leash at all times, per state law. Please pick up after your pet and do not leave pets unattended. Unattended pets in accommodations must be kenneled when alone. Limit of two pets per RV/Tent/Overlanding Site. If you are traveling out-of-state you will need to bring a copy of your pet's records/vaccines.
10. State law requires no fluid discharge of any kind allowed on the ground.
11. Washing dishes in the bath house is not permitted.
12. No nails are permitted in the trees or at any of our event spaces including the barn stalls.
13. Please do not move fire rings.
14. Management is not responsible or liable for accidents or injuries to guest. We are also not responsible for loss of money, jewelry, etc. due to theft.
15. All indoor facilities are smoke free.
16. Must be 21 years of age to rent an RV/Tent/Overlanding Site.
17. A valid credit card must be on file to rent a site. Any damages to property, accommodation, amenity, or missing items from accommodation will be charged to the card that is on file for your reservation.
18. No illegal drugs allowed on property, or you will be asked to leave.
19. Bears have an incredibly strong sense of smell so for the protection of all our guests and to avoid a run in with them, we ask that you store all your food related items including forks, trash and coolers in hard sided storage container.
20. Please do not walk through RV Sites. Walk on roads and use designated trail access or paths.
21. No refunds for early check out or early departure.
22. We will auto charge the remaining balance of your stay to the card on file 14 days prior to the arrival date for your reservation. This will begin the cancellation period. We will email you 15 days prior to arrival to remind you that your payment is due the following day and that your cancellation period begins the next day. If you need to cancel or change your method of payment, this would be the time to do that. For reservations that provide an invalid method of payment (card is declined or expired), we will attempt to contact you for up to 48 hours (12 days prior to arrival), if we are unable to reach you, your reservation will be released and your deposit will be forfeited. We are not responsible for incorrect email addresses, phone numbers, or if we are not able to leave a message on your voicemail. When making your reservation please verify your contact information is correct.

25. Firewood can be purchased at Rustling Pines Campground.
26. You acknowledge and understand that you are financially responsible for all property damage that may occur during the stated rental period which can reasonably be attributed to your negligence or abuse.
27. Early departures for ANY reason are not eligible for refunds. In the event of a weather related evacuation, refunds will not be issued; no credits will be issued.
28. Lost and Found Policy: Any excessively gross item, single socks or undergarments will be discarded. We will store items for a maximum of 14 days. If we do not receive a request for the item within 14 days, it will be discarded or donated. We do not seek out owners of lost items to get them returned. You are responsible for all items you bring. If you have lost something, please contact us by phone or email within 14 days of your departure date and give a description of the lost item with your name and reservation number. If we have found it, you will need to purchase and email us a shipping label and we will ship it back to you. We are not responsible for purchasing shipping labels.
29. Generators are permitted in primitive overnight areas only.
30. No clotheslines attached to trees or anywhere on the campsite are permitted.
31. No discharge of fireworks of any kind.
32. Bicycles or any vehicle must be equipped with lights after dusk.
33. Site request and arrangements cannot be guaranteed due to unforeseen reasons. Rustling Pines Campground will do its best to ensure all accommodation is met.
34. Bicycles, UTVs, four wheelers or any other motor vehicle is not permitted in the playground areas.
35. Do not put nails in trees.
36. No liquid waste of any kind may be dumped on ground or in dumpsters. There is a \$300 charge for sewage spills. All campers / vehicles must be clean & in good repair or you will be asked to leave with no refund.
37. Vehicles and trailers that do not fit completely on your site must be parked in visitor parking area (additional charge).
38. Please keep your site tidy. Dumpsters are available onsite. If management must clean your site, there will be an extra charge.
39. Horse Owners- Please pick your stalls daily to help keep the flies down and under control.
40. Horses are allowed on your campsite. However, horses are not permitted in playground areas.
41. We keep bedding/shavings on site available for purchase. A designated area will be available for disposal of stall debris.

- 42. Private Property surrounds Rustling Pines Campground. We do our best to ensure you can visibly see areas that are Private with No Trespassing signs. The primitive/tent/overlanding camping areas are some of the most beautiful locations located in KY. These sites are near the West Prong White Oak Creek that is identified as a border between Private Property and Rustling Pines Campground. Do not cross over any creek or creek bed areas located at the lower side of the campground.**
43. All vehicles and horses must stay on existing trails, roads, paths within Rustling Pines Campground. Creating new trails, paths, roads within the campground is not permitted.
44. Failure to comply with rules may result in eviction without refund. No refunds for early departure.

CHILDREN

Children age 10 & under must be accompanied with an adult. Parents/Guardians are responsible for the behavior of their children. Be aware of where your children are and what they are doing at all times. Children **MUST** be supervised in the bathhouses and restrooms. Parents/guardians will be held financially responsible for any damages caused by their children. Children age 12 and under stay free.

PETS

Pets are welcome. PET POLICY & PET FRIENDLY ACCOMMODATION INFO: All RV/Tent/Overlanding sites are pet friendly with a 2 pet limit. Pets must be crated and/or contained during the guests' absence. We do not allow emotional support animals. However, trained & licensed service animals are allowed in accommodations. Pets are NOT allowed inside the bath houses. Pets are not allowed to swim in the pond. Pet owners **MUST** clean up after their pet. There is a \$100.00 fine for not cleaning up after your pet or horse on sites and public areas. Sites are checked daily. Please locate and use the Pet Waste Disposal Stations throughout the campground. Limit of one pen/fence per site no larger than 10' X 10'. Lines used as dog runs are not allowed. Pets must be on a leash (6 ft. maximum) at all times. Pets can NOT be left outside (crated or tied) during a guest's absence from the campsite or resort. Excessive barking, in the presence or absence of a guest, will NOT be tolerated and must be curtailed immediately. Other disturbances such as growling or aggressive behavior will not be tolerated. If guests must leave due to pet-policy violations, there will be no refunds given. Responsible pet owners keep their pets in control at all times. Barking dogs ruin the enjoyment of everyone. Leaving a pet unattended inside your camping unit or tied unattended outside your camping unit can be dangerous for your pet and an annoyance to others.

VIDEO / CAMERA SURVEILLANCE:

- Property and Buildings are monitored. The customer grants to Rustling Pines Campground, its representatives and employees the right to take photographs of me and my property in connection with the above-identified subject. Customer authorizes Rustling Pines Campground its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that Rustling Pines Campground may use such photographs of me with or without my

name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

GUEST GOLF CART / UTV/ ATV USAGE ON PREMISES:

- Guests are allowed to bring and use their golf carts/utv/atv at Rustling Pines Campground ONLY AFTER SIGNING A WAIVER. You must obey all campground rules and regulations such as: must be 16 years of age and must have a valid driver's license to drive the golf carts/utv/atv on the premises, obey 7 mph speed limit. No driving on public roads except at designated crossings to attend adjacent tourist events.
Guests are responsible for any damages caused by their actions.
- In exchange for privilege of using your golf cart/utv/atv at Rustling Pines Campground, you are accepting responsibility for your own negligence. Golf carts/utv/atv can cause severe injury! Do not speed or drive recklessly.
- **You must have a valid driver's license to operate your golf carts/utv/atv**
- You voluntarily agree to accept the risks of using a golf cart/utv/atv on the premises and on behalf of yourself release Rustling Pines Campground, its owners and employees from any and all claims, bodily injuries, or property damages that may in any way arise out of use of your golf cart/utv/atv on the premises.
- I HAVE CAREFULLY READ, UNDERSTAND, AND AGREE TO THE ABOVE TERMS.

EQUESTRIAN WAIVER AND RELEASE OF LIABILITY,

ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

For and in consideration of **Rustling Pines Campground LLC ("RPC")** allowing me, the undersigned, to participate in any capacity (including as a rider, driver, handler, vaulter, longeur, lessee, owner, agent, coach, official, trainer, observer, or volunteer) in a **RPC** event or activity, including but not limited to camping, equestrian clinics, practices, shows, competitions and related or incidental activities and **"RPC Event"**; I, for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, hereby agree to and make the following contractual representations pursuant to this Agreement (the **"Agreement"**):

A. **ACKNOWLEDGMENT OF RISK:** I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of equestrian and know that horseback riding and related equestrian activities are inherently dangerous, and that participation in any RPC Event involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property (including my mount & equipment) arising out of the unpredictable behavior of horses; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants and horses, natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment (including helmets); inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the RPC Event organizers and competition management; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks").

WARNING:

Under Kentucky law, a farm animal activity sponsor, farm animal professional, or other person does not have the duty to eliminate all risks of injury of participation in farm animal activities. There are inherent risks of injury that you voluntarily accept if you participate in farm animal activities.

B. ASSUMPTION OF RISK: I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others participating in the RPC Events, or the negligent acts or omissions of the Released Parties defined below, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my participation in any RPC Events. I also agree to be responsible for any injury or damage caused by me, my horse, my employees or contractors under my direction and control at any RPC Event.

C. WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY: In conjunction with my participation in any RPC Event, I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: RPC Recognized Affiliate Associations, clubs, members, Event participants (including athletes/riders, coaches, trainers, judges/officials, and other personnel), the Event owner, licensee, and competition managers; the promoters, sponsors, or advertisers of any RPC Event; any charity or other beneficiary which may benefit from the RPC Event; the owners, managers, or lessors of any facilities or premises where a RPC Event may be held; and all directors, officers, employees, agents, contractors, and volunteers of any of the aforementioned parties (Individually and Collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss, or expense (including court costs and reasonable attorney fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the RPC Events, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties.

D. COMPLETE AGREEMENT AND SEVERABILITY CLAUSE: This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE AND WAIVER FROM LIABILITY, AS WELL AS A HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS.

By signing below, that I have read, understand, and agree to be bound by this Agreement, I, or anyone on my behalf or the minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities as the result of such claim.

The parties agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

AGREEMENTS:

- Rustling Pines Campground is not responsible for the failings of any other vendor or provider due to said vendor or provider's error or service interruption (e.g. electricity, water, gas, telephone, and internet). Rustling Pines Campground cannot guarantee against mechanical

failure of heating/air-conditioning, hot tubs, televisions and components, satellite receivers, or other any appliances.

- Guests should **promptly** report any equipment failure. All normal maintenance requests should be reported to Rustling Pines Campground Host Post or our After Hours Team between 9 am and 5 pm. Emergency maintenance requests (such as loss of heating, water, etc.) should be reported 24 hours a day.
- As a guest, I agree to help protect the bears and other animal life by keeping my trash picked up and out of reach, grill cleaned off and all food out of reach.
- I as a guest I agree to have my photo or video used for promotional media.
- I understand and agree that Rustling Pines Campground is not responsible for any loss, damage, injury to a person, pet, horse, vehicle or other personal property.
- When staying at Rustling Pines Campground, you are agreeing to all of the policies listed above including our Pre-Pay and Cancellation Policy.
- We ask that all guests print their reservation confirmations and bring with you to prevent any confusion about what site a guest is on. Upon check-in you will be asked to provide your vehicle make, model, color and license plate number.
- After hours urgent calls, please call or text 606-309-0420. If emergency, please call 911.

CAUTION: Please enter campground with care and safety. Damages to Rustling Pines Campground property is the financial responsibility of Registered Guests.

We are a family friendly campground. Please treat other campers/staff with common courtesy and kindness.

Standard Rate:

Cabin: \$75.00

Full Hook-up sites: \$40.00 Night

Electric Only: \$25.00

Primitive Sites: \$15.00 Night

Stall Rental: \$10.00 Night