

## CAMP BAGNELL IN THE OZARKS, LAZY RIVER "THE BEST DAM CAMPGROUND IN THE OZARKS" & SHOREWOOD LANDING ON LAKE OZARK

### 2023 CAMPGROUND RULES, REGULATIONS, USE, AND OCCUPANCY AGREEMENT

As part of a paid reservation, the named "Guest" shall have the right to occupy an assigned site specifically subject to his/her agreement to the terms outlined within this Use and Occupancy Agreement. Signature of this Agreement signifies both understanding and a pledge to abide by the conditions of the agreement. Violators of our rules may be ejected from the park without a refund. This Agreement does not establish a relationship of Landlord and Tenant, but rather, constitutes a Use License which Ownership may revoke if Guest does not comply with all terms. Ownership reserves the right to refuse service, limit the length of stay and the number of persons or vehicles per site and/or evict any person or party without a refund. The Guest (s) must self-insure themselves and their property, including their rig. Ownership accepts no responsibility for theft or damage to any vehicles, RV/Trailers, or personal property. The Ownership assumes no responsibility for loss, theft, damage, accident or injury.

**CAMPGROUND PROPERTY:** Damage to campground property may be grounds for an immediate eviction from **Camp Bagnell in the Ozarks, Lazy River "The Best Dam Campground in the Ozarks", or Shorewood Landing on Lake Ozark.**

**SPEED LIMIT AND TRAFFIC SAFETY:** Throughout the campground we maintain a 5 mph speed limit. Please watch for children, pets, and golf carts.

**QUIET TIME:** Weeknights: 10 p.m. to 8 a.m. Friday and Saturday: 11 p.m. to 8 a.m. This includes, but is not limited to: playing music, loud talking. Ownership reserves the right to extend the 10 p.m. cut-off for holidays and special events throughout the summer. Generators should only be used while you situate and connect your vehicle to electricity or when you are disconnecting and gearing up to vacate the campground. All bright exterior and decorative lighting is to be turned off at Quiet Time. Dim safety lighting can be used.

**SITE & OCCUPANCY:** Only one (1) RV/Trailer or camping unit is allowed per campsite. No more than six Registered Guests are allowed to occupy a site. Guests shall be allowed a maximum of two vehicles per site. Children and those under the age of 18 are not to be left unattended. At this time, we are not equipped for Electric Vehicle Charging, to include electric cars, trucks, SUV's, bicycles, toys, or other transportation equipment. Any excessive energy usage at a site may be subject to additional charges and/or ejection from the campground. Electricity and Water are standard amenities for which every attempt will be made to maintain. Fluctuations of either water or power are the nature of camping and accepted risks. All Campers are required to provide their own manufactured power connections to park pedestals, water hoses, and water pressure regulators for park spigots.

**CABIN OCCUPANCY:** Updated Policy in 2023—All cabins are smoke and pet free. You must be 21 or older to reserve a Cabin, and the person named on the reservation must be present in the cabin during the entire stay. ID must be presented at check-in. Each cabin has a maximum capacity as stated within the reservation. All cabins must be paid by card, and any damages to cabins will result in additional charges to the card on file.

**VISITORS AT SITES:** Only those guests with a paid reservation are permitted.

**TRASH:** Place all garbage in designated dumpsters located around the park, including cabin guests. All trash must be contained within a trash bag. Absolutely no "non-camping" trash or large objects are to be deposited in our dumpsters.

**CAMPFIRES:** Campfires are to be in designated fire rings or approved fire pits only. Firewood must be purchased from the Campsite office and is not to be brought in from outside of the campground. We will observe all Lake Area and Miller County burn advisories. NO bottles, cans, diapers, or plastics are to be placed in fire pits. Cleanup fees will apply.

**CAMPSITE SET-UP:** No object may be driven into or attached to any tree, shrub, rock, sign, building or other object or structure in our campground. No trimming of branches or damage to any plant life is to occur. Trenching or digging in a campsite is prohibited.

**FIREARMS/FIREWORKS:** No Open Carry is allowed on property, including but not limited to: BB, Airsoft and pellet guns and regular firearms. Fireworks of any kind are prohibited.

**PETS:** Pets must be current on their rabies vaccinations. Keep pets on leashes (six-foot maximum length) or inside your camper. Do not leave unattended pets in a pen outside of your camper at any time. No excessive barking is allowed. Pet sanitation is the owner's responsibility in every area of the campground. In accordance with health codes, pets are not allowed in or near any buildings, bathrooms, pool, or playground areas. A maximum of 3 pets per site is allowed. Snakes and "exotic" animals are prohibited. Adults, not children, are allowed to walk and monitor pets.

**SWIMMING POOL:** No Lifeguard is on Duty, and as such, Ownership accepts no responsibility or liability, and Guests should consider the pool to be a "swim at your own risk" facility. Children under 13 must be supervised by an adult (18 years or older). Anyone behaving in an unsafe or destructive manner will be removed from the pool area. Anyone creating a public nuisance or infringing upon the enjoyment of other guests will be removed. The pool may need to close periodically throughout the day for cleaning, particularly during the busy season. General Pool Hours: 9:00 AM until 9:00 PM. At the **Lazy River Family Pool** all food and beverage must be consumed at the tables and chairs and are not to be consumed while in the pool. The **Camp Bagnell 21 and over pool** requires a key code for entry. Any guests who permit those younger than 21 to enter the adult pool area will be asked to leave the pool and may be evicted from the campground. Adults are permitted to drink in the adult pool, but are asked to keep the pool and the perimeter clean at all times. Absolutely no personal pools or personal hot tubs are allowed at any campsite.

**RECREATIONAL VEHICLES:** ONLY extended stay guests are permitted use of recreational vehicles/golf carts.

**BOAT PARKING AND USE OF BOAT RAMP:** For an additional fee, **Camp Bagnell, Lazy River, and Shorewood Landing** have limited parking for boats and recreational watercraft. This parking must be requested through our reservation desk prior to arrival. To access our boat ramp you must be a registered guest of the Campground and must be over the age of 18. Ownership reserves the right to limit or close our boat ramp access during severe weather, rising river levels, holiday and peak seasons, or during special events.

**DOCK USE:** Use of any docks, walkways, or swim ladders are at your own risk. Docks may be slick, unsteady, and narrow at times. These conditions may be intensified by the passing boat, water level, weather conditions, or location. Exercise caution at all times. Campgrounds are not responsible for accidents or injury.

**CAMPSITE SEWAGE/WASTE GUIDELINES** Ground disposal of any drain water (gray or black) is prohibited by State Law. Wastewater from RVs (including sink water) must be disposed of into sewer drains. Do not put grease down the sewer. Sewer connections are required by State Law and must have a tight seal by a sewer donut (or sewer ring) or a screw-type connector. **Absolutely no personal wipes, Kleenex, sanitary/personal supplies, or other paper products are allowed to be flushed in our campground.**

**FORMS OF PAYMENTS:** We accept all Major Credit Cards or cash. All Guests must have a credit card on file within our reservation software. Any damage to sites or infrastructure will result in a charge to the card on file. By signing this agreement, you agree to these fees and charges.

**CANCELLATIONS Campsites:** We are a pre-pay campground. We will return your payment minus a \$20 service charge if you cancel EIGHT (8) or more days prior to your arrival date. If you cancel SEVEN (7) or fewer days before your arrival date your full payment is forfeited. Guests failing to contact us to cancel their reservation will be considered a no show and will forfeit the entire payment.

**CHECK IN/CHECK OUT Check-In 3 p.m.-7 p.m. (CST) | Check-Out 11 a.m. (CST)** (Please contact us directly to inquire about early check-in or late departure. If we can accommodate, we will, but please call ahead! If you anticipate a late arrival (after 7 p.m.), please pre-contact the office for instructions. Late arrivals may be denied campground entry until the following morning as a courtesy to the peaceful enjoyment of our other guests. Check-Out: means your Campsite or Cabin must be vacated by 11 a.m. (CST). We ask that you honor our Check-Out time promptly. Please leave your site or cabin as tidy as possible.

Should Guests fail to remove the camping trailer and/or any other equipment or personal effects at the time of check-out or after being asked to leave, Camp Bagnell, Lazy River, and Shorewood Landing reserve the right to remove the Guest's property from the Site and Guest shall be responsible for any and all expenses incurred by the Campground in moving or relocating Guest's property. Guest hereby understands that neither Camp Bagnell, Lazy River, nor Shorewood Landing shall bear any responsibility or costs for care or condition of the Unit at any point before, during, or after the removal.

- I, as the primary and registered user of this campsite, understand and agree that I am responsible for my actions (and those of others registered and invited to my site) and agree to follow all laws, rules, and policies of the State of Missouri, Miller County, and Camp Bagnell in the Ozarks/Lazy River "The Best Dam Campground in the Ozarks"/Shorewood Landing on Lake Ozark.
- I (including any family members, heirs, estate, or assigns) understand and agree that I am responsible for any and all injuries and/or property damage during the time of this stay or any violations of the rules and stipulations in this Agreement, and further AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS the owner and any of its employees from and against, any and all liability and/or claims whatsoever, for personal injury, bodily injury, death, and/or property damage or property loss, resulting from the use of paid site, any actions or conduct of myself and/or other users of this paid site, and/or any violations of this Agreement or rules contained herein.
- I understand that Camp Bagnell, Lazy River and Shorewood Landing campgrounds assume no responsibility for personal injury, property damage, fines, or legal obligations which may be incurred during the use of the paid campsite.
- I understand that my camper and possessions are my personal and financial responsibility, and understand that I must be self-insured for damage or property loss and that Camp Bagnell, Lazy River, and Shorewood Landing will not accept this burden.
- This agreement constitutes the entire agreement between Camp Bagnell, Lazy River, Shorewood Landing campgrounds and I, and that no term may be waived or modified, except in writing signed by both parties.
- There are no warranties, expressed or implied, by owner to Guest, except as contained herein, and owner shall not be liable for any loss or injury to me, other registered guests to my site, or visitors invited by myself or other registered guests to the paid site. I agree and consent that this agreement shall be enforceable in a Court of law or any legal action, and shall/will be admissible in evidence in any legal proceeding, case, claim, or lawsuit.
- By signing below, I have read, understand, and agree to all statements above, and agree to comply fully with these policies.

**By signing this agreement, I hereby authorize Camp Bagnell of the Ozarks and Lazy River "The Best Dam Campground in the Ozarks" to charge my credit card for any deposits, cancellations, fees, damages, taxes, resort fees, parking fees, or other incidentals associated with my reservation.**

**Missouri Statutory information regarding Inherent Risk and Campground Evictions:**

**"WARNING--Under Missouri law, a private campground owner or an employee or officer of a private campground owner is not liable for an injury to or the death of a person or any property damage resulting from the inherent risks of camping under the Revised Statutes of Missouri." Missouri Statute Chapter 537.328**

Lazy River "The Best Dam Campground in the Ozarks," Camp Bagnell in the Ozarks, and Shorewood Landing on Lake Ozark welcome you to our facilities. During your stay with us, feel free to avail yourself of amenities in either campground, to include swimming pools, the Osage River Access Ramps, our shower facilities, etc.

**If you are unfamiliar with the Osage River, we want to expressly notify you that based upon the release of water from the Bagnell Dam, operated and controlled by Ameren Missouri, the Osage River water levels may change at any time and with little notice. Please be aware of these changeable conditions as you fish, hike, or engage in water activities. Likewise the water levels at Lake Ozark can be variable, and personal caution must be exercised at all times. Unseen obstacles may be found in any body of water, and swimming and other water activities are at your own risk.**

**It is understood that vehicles in and around the campgrounds may encounter rough terrain, multiple obstacles, steep drops (including, but not limited to ditches, gullies and steep river banks) and that the owner of the vehicle will take care to familiarize him/herself with these dangers, will avoid these dangers, and will educate all vehicle drivers as to these dangers.**

The following is an excerpt from Missouri Statute 419. Lazy River, Camp Bagnell, and Shorewood Landing strictly enforce our guest policies both to ensure safety to our guests and to ensure the enjoyment that each of our Guests deserves.

3. A campground owner may eject a person from the campground and notify the appropriate local law enforcement authorities of any person who:  
(1) Is not a registered guest or visitor of the campground ; (2) Remains on the campground beyond an agreed-upon departure time and date; (3) Defaults in the payment of any lawfully imposed registration or visitor fee or charge; (4) Creates a disturbance that denies other persons their right to quiet enjoyment of the campground necessary for the preservation of public peace, health, and safety; or (5) Violates any federal, state, or local law.
4. A person who remains on a campground after having been asked to leave by a campground owner for violating any of the provisions of subsection 3 of this section shall be guilty of trespass in the first degree under section 569.140 and subject to the penalties therein and may be removed summarily by the campground owner or a law enforcement officer.

-Chapter 419.090

Signatures of an authorized party is required:

Names of additional guests staying on site:

Signature \_\_\_\_\_

Date: \_\_\_\_\_ Cell: \_\_\_\_\_

Email \_\_\_\_\_