I agree, and shall cause my children, invitees and guests, to abide by the Park Rules, including those rules and policies published at <u>MaddoxMeadowsRV.com</u>, posted at the Premises or otherwise communicated in any manner by Maddox Meadows RV Park.

I further understand and agree that Maddox Meadows RV Park does not give credit or refunds due to the discomfort of nature. Maddox Meadows RV Park's refund policy varies, depending on the timing of the cancellation notice in advance of the reservation date, as follows:

Cabins/Lodges: If a reservation is cancelled more than 3 weeks prior to the arrival date we issue a full refund, minus the non-refundable \$25 transaction fee; or credit in the full amount can be elected. For a cancellation of a reservation more than 2 weeks, but less than 3 weeks, prior to the arrival date we issue credit for 50% of the payment and the balance is forfeited. For a reservation cancelled less than 2 weeks prior to the arrival date, the full amount of the reservation payment is forfeited to Maddox Meadows RV Park. View cabin rules and policies at MaddoxMeadowsRV.com.

Campsites: If a reservation is cancelled more than 2 weeks prior to the arrival date we issue a full refund, minus the non-refundable \$25 transaction fee; or credit in the full amount can be elected. For a cancellation of a reservation more than 1 week, but less than 2 weeks, prior to the arrival date we issue credit for 50% of the payment and the balance is forfeited. For a reservation cancelled less than 1 week prior to the arrival date, the full amount of the reservation payment is forfeited. View campsite rules and policies at MaddoxMeadowsRV.com.

Credit can only be redeemed in the same calendar year as the cancelled reservation and can only be applied toward your site or cabin/lodge rental. For reservations paid with a credit card, cash refunds will be credited to the credit card on file with respect to reservation.

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 HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Maddox Meadows, LLC, d/b/a Maddox Meadows RV Park, its owners and agents (collectively, Maddox Meadows RV Park Management), from any and all liability to me, my children, my invitees/guests, personal representatives, and heirs for any loss or damage on account of injury to person (including death) or loss or damage to property relating to, or arising out of, use and occupancy of the Maddox Meadows RV Park property, facilities, amenities, playgrounds, and dog walk areas (collectively, the Premises) and any dangers and hazards associated with acts of nature such as changing weather conditions; high winds; thunder and lightning; temperature fluctuations; falling trees; tree limbs, ice; or encounters with wildlife.

I HEREBY AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS Maddox Meadows RV Park Management, and each of them, from any loss, liability, damage or cost (including attorney fees) they may incur due to injury (including death), damage or loss of property relating to use of the Premises by me, my children, and/or my invitees/guests or due to any incidents that may occur during my stay. I understand that, although Maddox Meadows RV Park Management makes every reasonable effort to provide a secure environment, the security of my person, my belongings, and all persons registered in my party is my sole responsibility.

As a courtesy, our employees, if so requested, may assist with directing you to your designated campsite. It is your sole responsibility to ensure that the site will accommodate your specific trailer/RV and that you will not hit any branches, bollards, trees, etc. when positioning your RV on the campsite. You agree to indemnify and hold Maddox Meadows, LLC, d/b/a Maddox Meadows RV Park, its owners and agents (collectively, "Maddox Meadows RV Park Management") harmless from any loss, liability, damage or cost (including attorney's fees) that may result from an employee assisting or directing you onto a campsite. Furthermore, you release, waive, discharge and covenant not to sue Maddox Meadows RV Park Management for any and all liability, loss, or property damage relating to an employee assisting/directing you to your site.

I understand that I am and remain personally liable to pay the total amount of my reservation prior to my scheduled check-in date, or at such earlier date communicated to me. If I fail to pay the total due, I agree that Maddox Meadows, LLC may charge any remaining balance (in addition to any damage charges or other amounts owed under these Terms and Conditions) to any credit or debit card on file with my reservation. Any amounts due after 30 days will be subject to the maximum late charge permitted under state law.

The Premises are privately owned and THE MADDOX MEADOWS RV PARK MANAGEMENT RESERVES THE RIGHT TO REFUSE SERVICE to anyone for any reason except for those prohibited by law. Maddox Meadows RV Park Management reserves the right to require any person or party it deems necessary, to leave the campground based on violations of Park Rules or behavior management deems inappropriate or disturbing to others. **Harassment or mistreatment of our staff or other guests, including but not limited to, racist comments or hate speech, will not be tolerated under any circumstances.** I have read this notice and agree to it as well as all Maddox Meadows RV Park Rules and regulations. In addition, I understand that I am responsible for the actions of all persons registered in my party, including any children, and any guests that visit during my stay. On behalf of each person in my party, I grant Maddox Meadows RV Park and its affiliated entities and promotional partners the right to include any photographic, video and other visual portrayals of each person in my party in any medium and for any purpose.

Additional Terms for Rental Units

I understand and agree as follows:

• At departure, the rental unit is to be left in a reasonably clean condition (broom swept), garbage is to be removed from the rental unit and placed in an outside dumpster, all kitchens and kitchenettes are to be left clean, all dishes are to be washed and put away, and the microwave, fridge, stove and countertops are to be wiped clean; otherwise, Maddox Meadows RV Park Management may charge my credit card with a \$150 cleaning fee. I understand and agree that if I leave the rental unit in an unreasonably

filthy condition, permit a pet to occupy a rental unit not designated as pet-friendly or smoke in a rental unit, Maddox Meadows RV Park Management may charge my credit card for the cost to professionally clean the rental unit (\$250 minimum charge).

All damages to the rental unit, whether caused by myself, my children, guests or pets, will be disclosed to the registration office immediately or at checkout. All damages occurring to the rental unit during my stay will be charged to my credit card after a thorough inspection has been made by Maddox Meadows RV Park Management. Damages for which I will be responsible include but are not limited to: lost key(s), broken/lost TV/DVD/AC remote controls, broken items, discharged fire extinguishers (if not used for a fire), damaged/dented/bent appliances, furniture, cabinetry or dishes, writing on walls or bedding, and ripped or torn mattresses or covers.

Animal Waiver

I hereby agree to the following regulations and conditions relating to my dog while camping at Maddox Meadows, LLC, d/b/a Maddox Meadows RV Park ("Campground") with my dog.

- **Excluded Areas.** I agree to keep my dog out of the following areas including, but not limited to, office, bath house/bathroom facilities, food and beverage areas, and playgrounds and pavilions.
- Excluded Dogs. I agree that the Campground has the sole discretion to exclude dogs. The basis for exclusion may include but is not limited to the following: breed-specific exclusions; due to their young age are exempted from state or local law vaccination requirements; are sick; are in heat; are aggressive, vicious, dangerous, or potentially dangerous; require muzzling; or are easily frightened or sensitive, resulting in disruptive behavior (such as fighting or biting) in response to a stimulus.
- **Supervision.** I agree to keep my dog on a leash or in a carrier while in all public areas of the Campground. I further agree to always have my dog with me or a designated individual and understand that I may not leave the dog unattended in the cabin or at the campsite. I agree to prevent noise or any other disturbance by my dog, in the interest of other guests at the Campground.
- Vaccinations. I represent and warrant that my dog is up to date on all vaccinations (including rabies and distemper) and flea treatments.
- **Disturbances.** I agree that, should my dog create any disturbances, which cause complaints to be made to the management by other guests or employees of the Campground, at the request of a Campground employee, I will immediately make arrangements to house my dog elsewhere outside the Campground. Additionally, I understand and agree that if I do not find alternative housing for my pet after being asked to do so, I will be asked to leave the Campground and will not be issued a refund.
- Assumption of Risk and Release. I understand that my permission to have my dog at the Campground with me is a privilege and not a contractual right. Such permission is expressly conditional upon my adherence to the terms of these rules and other rules in effect at any given time. I understand that the Campground may revoke such permission at any time for any reason. Additionally, I hereby assume all responsibility of risks, injury, damage, other harm that may occur while my dog is at the Campground or caused by my dog. Further, I hereby knowingly and voluntarily expressly release and discharge

the Campground, its owner, its agents, its parent companies, members, managers, directors, officers and employees ("Released Parties") from any and all claims, damages, liabilities, injuries, demands, or causes of action, both present and future, whether known, unknown, anticipated or unanticipated, that me or my guests or invitees may have against any of the Released Parties arising out of or incident to my dog's presence in the Campground, whether arising from any act or omission, whether negligent or otherwise, of me, my dog and/or any guest or invitee. I further agree to indemnify each of the Released Parties for any and all such claims, damages, liabilities, injuries, demands, or causes of action, including costs, expenses, and attorney's fees arising as a result of or related to the presence of the dog at the Campground. This provision shall be enforceable to the fullest extent of the law.

• Acknowledgment. By signing below, I acknowledge that I have read the foregoing Assumption of Risk & Release and fully understand its provisions and implications. My execution of this Release is entirely voluntary and intended to be binding on my heirs, executors, legal representatives and assigns.

I have read this Animal Waiver and understand it is my responsibility to abide by the Rules. I further understand that it is my responsibility to ensure that my guests and invitees also comply with the Rules. Failure to adhere to the policies and rules set forth herein may result in my removal from the Campground without a refund.

In light of the global pandemic associated with COVID-19, everyone shares in the obligation to observe certain requirements and guidelines to help keep themselves and others safe within your shared community. In particular, I represent that I have not tested positive for COVID-19 within the last two weeks and I have not been in direct personal contact with someone who has tested positive for COVID-19 within the last two weeks either. If I do test positive for COVID-19 or come into contact with someone who has, or if my temperature exceeds 100 degrees Fahrenheit and I experience other COVID-19-related symptoms, I agree that I will not seek to enter the resort/community until I am no longer symptomatic for three straight days. I agree to observe the safety requirements within the resort/community spaces -- including wearing a personal mask when required, and observing required routes of circulation, occupancy limitations, social distancing and sanitization requirements as required by North Carolina.