

JELLYSTONE ESTES PARK GENERAL WAIVER

- Guest name:
 - Phone:
 - Email:
 - Check-in date:
 - Number of Additional Guests:
-

- **This Waiver and Release of Liability is a legal document, and all of its terms are important. PLEASE READ IT CAREFULLY.**
-

- By signing as a registered guest at this Campground, you hereby give consent to Jellystone Estes Park, to take and use images (photographs or video) and/or audio recordings and to disclose these images or audio recordings in any public media, including radio, television, internet or print, or in a Blue Water Development Corporation ("BWDC") publication. You understand that the intended use of such images and/or audio recordings is for advertising, marketing, fundraising, or promotional purposes of BWDC. You hereby waive any right to or interest in these images and/or audio recordings.

You acknowledge that this consent is being made solely for the benefit of BWDC and without any expectation of compensation or other benefits to me. To the extent that any benefit accrues or might accrue to BWDC from the use of these images and/or audio recordings, you hereby and forever waive any interest in or claim such benefits.

You hereby release and forever discharge BWDC and its franchised affiliates (including without limitation all corporate affiliates and officers, directors, employees, and agents) from any and all claims, liability, actions, suits, demands, costs, expenses, and/or indebtedness arising out of, related to, or in any way connected with the use of images and/or audio recordings as described herein.

- **NOVEL CORONAVIRUS (COVID-19) ACKNOWLEDGEMENT AND ASSUMPTION OF RISK**
You acknowledge on behalf of yourself and the occupants of your camping unit (meaning any physical unit located in a campground), hereby release, and DIV HTR Estes Park, LLC, DIV HTR Estes Park, LLC, Blue Water Hospitality Management, LLC, and Blue Water Development Corporation, its directors, officers, owners, agents, servants and employees from any liability regarding you or anyone staying in your camping unit relating to COVID-19 and any other viruses or illnesses that they may get as a result of staying at Jellystone Estes Park.
- There is no smoking permitted within the accommodations or in community areas including the restrooms and bathhouses.

- Quiet time: 11pm to 7am. Any noise disturbances including loud music will be warned once and then asked to leave without a refund.
- Fireworks are strictly prohibited on our property. The prohibition of fireworks includes sparklers, smoke bombs, aerials, and firecrackers. If these items are seen outside your RV, you will be asked to leave immediately without a refund and with no option to return.
- Speed limit is 5 1/2 mph. Drive slowly and watch for children.
- Owners must sign the PET LIABILITY WAIVER and be able to supply proof of up-to-date vaccinations (including rabies and distemper) and flea treatment. Owners must confirm that the pet(s) is not aggressive and properly licensed as required by local, county, or state statutes. Guest(s) acknowledge the resort pet fee in our accommodations is \$50.00 per pet and there is a maximum of 4 pets per RV reservations or 2 pets per Short Term Rental Accommodation.
- Drones are not permitted on our property.

- **ASSUMPTION OF RISK**

In consideration for myself, and the occupants of your camping unit, being permitted to camp and participate in the activities at Jellystone Estes Park, I and all persons listed below, agree to the following Waiver and Release:

1. I hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS, Jellystone Estes Park, DIV HTR Estes Park, LLC, DIV HTR Estes Park, LLC, Blue Water Hospitality Management, LLC and Blue Water Development Corporation including all directors, officers and employees of all liability for injuries caused by, but NOT LIMITED TO, the following activities: CAMPFIRES, HIKING, FISHING, SWIMMING, PLAYGROUND EQUIPMENT, WATER AMENITIES, PLANNED EVENTS, DOGS, SHOWERS, SPEED BUMPS, BICYCLE OR MOTORCYCLE USE, GOLF CARTS, ELECTRIC SCOOTERS AND ENCOUNTERS WITH WILDLIFE. I additionally agree to indemnify Jellystone Estes Park, DIV HTR Estes Park, LLC, DIV HTR Estes Park, LLC, Blue Water Hospitality Management, LLC and Blue Water Development Corporation, their directors, officers and employees against any legal cost, medical cost, and any other expense arising from any and all injuries, liabilities, or damages from participation at the amenities here at Jellystone Estes Park.

2. I understand that the amenities at Jellystone Estes Park are also shared by others that staff and management have no control over and I agree to assume all liability for myself, child/children, and all the occupants of my camping unit, even if arising from negligence from other participants, employees or management of Jellystone Estes Park.

3. I agree to read all posted signs and understand that all amenities are “play at your own risk” and that some aqua areas or features at Jellystone Estes Park do not have a lifeguard on duty. I agree to always follow all instructions from the staff while using the water amenities.

4. I have read, understand, and agree to follow the terms, conditions, rules and regulations listed above even if they are not applicable at listed property. I further understand that if I do not comply, I may be asked to leave the location with NO REFUND! These terms, conditions, rules, and regulations cover registered and non-registered guests in my party.

- By signing below, I have received and understand the rules and regulations governing the resort set forth by the owners. The owners will assume no responsibility for any loss or injury suffered by the guest(s).

Guest Signature _____ Date _____