

Yogi Bear's Jellystone Park™ Campground Resort in Asheboro (Honey-Jelly LLC d/b/a) is a family-oriented campground. We do our best to bring you the best camping experience possible while in the park. We expect that our guests treat everyone with respect and courtesy. Please consider others while you have a family-fun time.

The Asheboro Resort is new and growing. We appreciate you joining us in the beginning stages of this exceptional campground. As we expand and improve, there may be times construction equipment is heard. Please be safe and observe all signs indicating Zoned-Off construction areas.

By entering the premises on 964 Crestview Church Road, Asheboro, North Carolina ("Premises"), I hereby consent and authorize Yogi Bear's Jellystone Park™ Camp-Resort in Asheboro NC ("Camp-Resort") and anyone else it may authorize, to film, tape, photograph, or otherwise record me and to use the photographs and/or motion pictures and video taken of me, including my name, likeness and voice, as well as any testimonial statements made by myself, and all other aspects of my personality ("Publicity Items"), and any reproduction of them in any form, for the purpose of publicizing, promoting and advertising Camp-Resort's activities in any media now known or later developed, in perpetuity and throughout the world, without further compensation to me.

I further agree to release and hold harmless Camp-Resort, its representatives, affiliates, subsidiaries, agents, officers, directors, employees, successors and assigns, from any and all claims, demands, losses, costs, expenses or damages, including without limitation reasonable attorney's fees, which may arise out of or in connection with any claim by me or alleged to be on my behalf resulting from the use of the Publicity Items, the use of which I now knowingly and voluntarily grant to Camp-Resort, and the full ownership rights of which I now knowingly and voluntarily grant and assign to Camp-Resort.

Further, I acknowledge and agree that I assume all risks and dangers incidental to the activity of camping in a rustic outdoors environment located on the Premises including, without limitation, the danger of being injured by insects or other animals, of being injured while participating in recreational activities, such as hiking, swimming in the pool (there is no swimming allowed in the ponds), riding on the "Bunny Hop Pump Track", "The Zipper", or of being injured as a result of inclement weather conditions ("Risks"). I agree to release and hold harmless Camp-Resort, its representatives, affiliates, subsidiaries, agents, officers, directors, employees, successors and assigns, from any and all claims, demands, losses, costs, expenses or damages, including without limitation reasonable attorney's fees, which may arise out of or in connection to my undertaking of these Risks. Without limiting the generality of the foregoing, I specifically acknowledge that Camp-Resort is not liable for injuries or property damages resulting from such Risks.

By signing below, I understand that Camp-Resort has the right to charge my credit card on file for the loss of, or any damage to the property while it is rented to me and for all costs and expenses, including reasonable attorney's fees incurred by Camp-Resort, in collecting any amounts owed to Camp-Resort. I represent that I am the parent or legal guardian of any minor children that accompany me, and I hereby consent to the foregoing on his/her behalf.

Cancellations or date changes require 14 days advance notice to receive full refund, less a \$25 processing fee per site. Refunds may take 10 - 15 days to be processed. The Quad site has a

cancellation fee of \$100.

Cancellations requested less than 14 days but more than 5 days will be refunded less one night's stay.

Cancellations or date changes requested less than 5 days' notice will not be refunded or granted.

The above policy applies to changing dates as well. Dates must be changed greater than 14 days before original arrival date to receive full credit. No cancellation/admin fee is charged when changing dates greater than 14 days. There may be an upcharge if changed dates are more expensive than original booked dates.

Camping is an outdoor experience. No refunds will be given due to inclement weather.

General Policies:

All campers must check in at Ranger Station before entering park. All vehicles must display vehicle pass at all times.

Entrance onto campground property constitutes permission to Yogi Bear's Jellystone Park™ to photograph visitors while on the premises, and to use any resulting pictures for any lawful purpose without payment to visitor.

Our ability to operate any/all amenities and/or activities is contingent on weather, park occupancy, maintenance needs, and other factors. We do not guarantee all amenities will operate 100% of the time. Hours of operation may vary.

Yogi Bear's Jellystone Park™ at Asheboro is not responsible for any loss of valuables, accidents, or injuries.

No visitors or day passes allowed. All guests must be registered and cannot exceed the site occupancy levels. Cabins and RV sites may have 6 guests. Tent sites can have 4 guests. If you exceed these limits, you will need to rent a second campsite. We offer a discount for large immediate families.

Safety:

The speed limit for our park is 5 ½ MPH.

Alcoholic beverages restricted to campsites only. Driving of any kind while drinking alcohol is strictly forbidden.

Campfires permitted in grills or fire rings only.

All children (under age 18 years) are expected to be at their campsites under adult supervision during quiet hours. Children under the age ten (10) years must be accompanied at all times by an adult. Parents are responsible for the actions and safety of their children.

Be Safe! Observe all signs for Zoned-off construction areas.

Fireworks of any kind are NOT permitted.

Hot Tubs of any kind including inflatable ones are NOT permitted.

Motorbikes, ATV's, Mini-bikes are not allowed for guests. Authorized personnel only.

No smoking in any of the buildings. There is a \$250 fine if smoking inside a cabin or any building has occurred.

Golf Cart Usage (personal and rented - more details below for rented carts):

The speed limit for our park is 5 ½ MPH.

Personal **electric** Golf Carts are welcome. Guests must have Proof of Insurance with liability coverage.

Purchasing a Permit Pass is required and expires December 31 of each year.

All rules for rented carts apply to personal including but not limited to:

Only DMV licensed drivers 16 years and older are allowed to operate rented or personal Golf Carts.

Golf Carts (and bikes) equipped with headlights and taillights may be used after dark.

Driving of any kind while drinking alcohol is strictly forbidden.

Drive Safely! Observe all signs for Zoned-off construction areas.

Pets:

Dogs are welcomed (no more than 2 per campsite unless prior permission is granted). Be courteous in keeping your Furry Friend under your supervision, quiet and leashed at all times. Be sure to Scoop the Poop!

Any demonstration of aggressive behavior by your pet will result in being asked to leave.

Animals (unless Service animals) are NOT allowed in the bath house, Ranger Station, or pool area. There is a \$250 fine if pets are in non-pet friendly cabins.

Proof of vaccinations must be available upon request.

We have a brand new Dog Park. It is located across from Site #1 on Lollipop Lane. Owners must be at least 13yrs old to bring their pet into the park. Please read all the Dog Park rules posted on the gate as you enter the park.

Courtesy:

Quiet hours are from 10:30 PM to 8 AM.

Please travel along marked trails and roadways. Do not cut-through neighbor's campsites.

All trash must be placed in the dumpster. It cannot be left outside or overflowing. Notify staff personnel if the dumpster is full.

All fishing is Catch & Release. A NC Fishing license is NOT required.

Parking at the campsite is limited to one camping unit and two (2) vehicles per site.

Camping courtesy in effect 24 hours a day. Please no loud music, profanity, or abusive language.

IF YOU ARE RENTING A GOLF CART:

A Golf Cart rental day is 2pm to 12noon. There is a minimum two-day rental unless prior permission granted.

In consideration of this agreement, the above names Lessee:

· Hereby releases, waives and discharges Lessor, it's affiliated companies, and each such company officers, directors and employee's for all liability to all persons, including but not limited to, Lessee, Lessee's spouse, Lessee's parents and Lessee's children, their personal

representative's, assigns, heirs and next of kin for all loss of damages, and any claims or demands therefore, including but, not limited to bodily injury and property damage arising out of the use or operation of the equipment by Lessee or anyone using or operating same with Lessee express or implied consent, whether caused by negligence of Lessor, its officers, directors or employees or otherwise.

- Hereby agrees to Indemnify and Save Hold Harmless Lessor, it's affiliated companies officers, directors and employees from any loss, liability, damage or cost that may occur due to the use or operation of the equipment by the Lessee or anyone with Lessee's express or implied consent whether caused by the negligence of the Lessor, it's officers, directors and employees or otherwise.

- Hereby assumes Full Responsibility for and Risk of all bodily injury, death or property damage to all persons, including, but not limited to, Lessee, Lessee's spouse, Lessee's parents and Lessee's children, arising out of the use or operation of the equipment by Lessee or anyone using or operating same with Lessee's express or implied consent, whether caused by the negligence of Lessor, it's officers, directors and employees or otherwise.

- Lessee expressly acknowledges that use of the equipment in a manner not intended by the manufacturer, not in conformity with the laws and ordinances pertaining thereto, and/or not in accordance with Lessors rules and regulations is very dangerous and involves the risk of injury and/or death and/or property damage.

- Lessee expressly agrees that the foregoing Release and Waiver and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the laws of The State of North Carolina, and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

- Lessee has READ and voluntarily signed this Release and Waiver and Indemnity Agreement and further agrees that no oral representation, statements or in documents apart from the foregoing written agreement have been made.

1. Lessee acknowledges receipt of the equipment identified above (the "Equipment") which was examined by Lessee and found to be in first-class condition upon receipt, except as noted below. Lessee further acknowledges that the equipment is leased by Yogi Bear's Jellystone Park™ Camp Resort Asheville ("Lessor") to Lessee for the use and purpose for which it was manufactured subject, however, to the terms and conditions set forth herein.

2. Lessee shall return the equipment to the place of initial rental no later than the date and time specified above (LESSEE SHALL CONTACT LESSOR BEFORE SAID TIME IF AN EXTENSION IS DESIRED) or upon Lessor's demand therefore. The equipment shall be returned in the same condition as when received, ordinary wear accepted.

3. Lessee shall pay to Lessor upon demand rental for the equipment at the rate specified above for the period specified above. All days, including weekends and holidays are chargeable.

4. Lessee is responsible for all damages to the cart during the rental period. Lessee authorizes Lessor to charge credit card on file for the loss of, or any damage to the equipment or property damage while it is rented to Lessee and for all costs and expenses, including reasonable attorney's fees incurred by Lessor in collecting any amounts owing be lessee hereunder or in otherwise enforcing Lessor's rights hereunder.

Sample schedule of charges for damages:

Lost Vehicle Key..... \$ 40

Headlight \$ 100

Windshield \$ 155

Leaning left or right ... \$ 200

Mid/Rear body repairs. ... \$ 400

Bench seat cut or burn. .. \$150

Steering repairs \$ 250

Front body repairs \$ 250

RETURNED UNCHARGED: Cost of 1 Rental Day

5. Lessee shall not assign this Rental Contract or sublease the equipment.

6. Lessee will allow Lessor to make a photocopy of the driver's license of the person(s) renting and other authorized driver(s) of the equipment.

GOLF CART RULES

1. Operator(s) of the golf cart must be at least 16 years of age and have in their possession a valid unrestricted driver's license. Cart privileges are forfeited if an underage driver is caught operating cart!

2. Pedestrians ALWAYS have the right of way.

3. Lessee is responsible for all actions of all passengers and persons operating the cart with his express or implied permission.

4. Under no circumstances may the operator be under the influence of any intoxicating substance (i.e. drugs, alcohol, etc.). Doing so will result in revocation of the person's renting and operating privileges for the rest of their visit.

5. Golf carts operated after sunset must have lights turned on.

6. Golf carts must be operated properly. Horseplay, racing or other misuse of car will not be tolerated.

7. Carts are to be operated on Campground roads or designated marked trails on this property only. Golf carts are not allowed outside the Campground or on public highways.

8. Golf carts must be returned at the designated time set forth above. Late fees may be applied if not returned on time.
9. Standard and Monster Golf carts can carry a maximum of 4 adults (not to exceed maximum weight of 800lbs) and all passengers must be seated always when the cart is in motion. Limo Carts can carry a maximum of 6 adults (not to exceed maximum weight of 1200lbs).
10. Please report any malfunctions to management immediately.
11. Anyone found abusing the rules and regulations of a rental golf cart will immediately forfeit all rental privileges. There will be no refunds made if the cart must be returned because of Lessee misuse as determined by Lessor personnel. Loss of security deposit will also result if cart is misused or damaged.
12. Violating any of the following rules will be cause for immediate loss of rental privileges, payment and deposits.
 - a. Underage drivers – (Only DMV licenses drivers can operating the golf cart.)
 - b. Invalid or no driver's license presented upon request.
 - c. Reckless driving
 - d. Operating the cart outside the Campground.