

Binghamton Jellystone Park™ Policies:

General Rules & Policies

- Events and amenities have limited availability during the non-peak season.
- Specific campsites or lodging units may be requested, but are not guaranteed. We do offer you the opportunity to guarantee your favorite campsite or lodging unit by paying our applicable locking fee. If you opt-out of the locking fee, you are guaranteed your selected site or lodging unit type, but NOT the specific unit/site number.
- We have adopted dynamic rates which fluctuate based on occupancy similar to the hotel and airline industry. With that being said, rates vary based upon availability and are subject to change with each search.
- 1 camping unit and 2 cars per site allowed; if you have more than 2 vehicles, please speak with staff about additional parking
- Must be 21 or older to rent a campsite or lodging unit.
- Wristbands issued upon check-in must be worn at all times to identify you as a registered guest. These wristbands also serve as your ticket to fun! They grant you access and use of the park's amenities, attractions, and facilities. You may be turned away from an attraction if a wristband is not present. Wristbands are to be worn by anyone 3 years of age or older.
- The following flags are allowed to be displayed at your site and throughout the campground, American, Canadian, other recognized countries, Military including Air Force, Army, Marine Corps, Navy, Coast Guard, POW, MIA, and veterans, sports and decorative flags such as holiday, seasonal or garden.
- Please no bicycle riding after dark; state law requires helmets for all guests 13 and under.
- Campers may arrive on a motorcycle, but are not permitted to ride the vehicle around the park.
- Minimum stay requirements may apply during your requested dates.
- Quiet hours: Daily 10 PM - 8 AM.
- 50% of your reservation is due at the time of booking to reserve your site, the remaining balance is due 14 days prior to the start of your reservation. If you do not manually pay the remaining balance, the card you made the reservation under will be automatically charged whatever is remaining. If your card is declined or no card is on file, we will contact you to pay the remaining balance. If we cannot get a hold of you or the balance goes unpaid, your reservation will be canceled following our cancellation policy.

Lodging Unit Reservations

- Check-in time is 4 pm. Early check-in of 2pm is allowed for a fee, subject to availability, and must be requested the day of check-in.
- Checkout time is 11 am. Late check-out of 1pm is allowed for a fee, subject to availability, and must be requested prior to day of check-out.
- Tents are not allowed at any lodging sites.

- Minimum stay requirements may apply during your requested dates.
- Our lodging is non-smoking. An excessive cleaning fee will be assessed to the card on file if policy is violated. If the card is declined and we are unable to get a hold of you to remit payment you may be permanently blocked from the campground.
- An excessive cleaning fee will be assessed to the card on file if management deems the condition of the lodging unit to be excessively soiled. If the card is declined and we are unable to get a hold of you to remit payment you may be permanently blocked from the campground.
- Pets are only allowed at pet-friendly lodging, so please request at the time of booking. There is a maximum of two pets per reservation, with a non-refundable fee per reservation. Pet owners are responsible for pet clean-up and noise control. Management reserves the right to remove or restrict disruptive or aggressive pets. All pets must also be up to date on vaccines, and copies of pet vaccine records must be available upon request. Upon check-in, please notify the office of your pets if you have not already added them to your reservation during the booking process. Please take time to review our Pet Waiver Below. An excessive cleaning fee will be assessed to the card on file for any damages caused by pets. If the card is declined and we are unable to get a hold of you to remit payment you may be permanently blocked from the campground. Excessive cleaning fees will be assessed if a pet is determined to have been in a non-pet-friendly lodging unit. If the card is declined and we are unable to get a hold of you to remit payment you may be permanently blocked from the campground.

Campsite Reservations

- Check-in time is 3 pm. Early check-in of 1pm is allowed for a fee, subject to availability, and must be requested the day of check-in.
- Checkout time is 12 pm. Late check-out up of 2pm is allowed for a fee, subject to availability, and must be requested the day of check-out.
- No tents are allowed with an RV at campsites. 1 camping unit per site.
- Seasonal campsites are based on availability. Please notify the office if you would like to be added to the current season's wait list. We do not roll the waitlist from season to season.
- Max of 2 pets allowed per site.
- There is a maximum of two pets per reservation, with a non-refundable fee per night. Pet owners are responsible for pet clean-up and noise control. Management reserves the right to remove or restrict disruptive or aggressive pets. All pets must also be up to date on vaccines, and copies of pet vaccine records must be available upon request. Upon check-in, please notify the office of your pets if you have not already added them to your reservation during the booking process. Please take time to review our Pet Waiver Below.

Full Service Vs. Full Hookup:

- A Full Hookup site has Electric/Water/Sewer utilities on the site.

- A Full Service site has Electric/Water utilities with the availability to sign up for a honey-dipper service for sewage (both black and gray water)

Full Service Sites

- Full service sites are water and electric only sites that we service using a honey dipper to pump out your black and gray water tanks for you.
- Each Full Service site reservation includes 1 complimentary honey-dipper service per week (Monday-Sunday) and must be scheduled on a first come first serve basis in the office at least 1 day prior to the service. Any additional honey-dipper services may be scheduled in the office for a fee.
- VIP sites may schedule multiple honey-dipper services following the honey-dipper service guide below.

Honey Dipper Service

- Emergency honey-dipper services may be requested in the office for an additional fee, however, we may not be able to accommodate an emergency service. Emergency service is anything not scheduled at least the day prior to the service.
- Honey dipper service must be scheduled the day before in the office. We will do our best to accommodate, however this is on a first come first serve basis in scheduling.
- Honey dipper service must be scheduled within your reservation, not before check in or after check out.
- All guests are also welcome to use our convenient dump station located near site B62 if they do not want the honey dipper service.
- We are not able to service black or gray water tanks that are broken, compromised, or not in proper/good working condition.
- Binghamton Jellystone Park™ is not responsible for any damages to RVs, campers, or related equipment during the honey dipper service.
- The discharge of any wastewater (septic/black or gray water) is strictly prohibited. Formaldehyde products are not permitted.
- We can only accommodate so many services per day, so please schedule in the Ranger Station as it is first come first serve.

Refund Policy

- Refunds are prohibited for weather conditions, voluntary departure, acts of nature, or evictions.
- Any refund processed will be refunded in the same form that it was originally paid or reservation credit can be issued towards a future stay to be used within one year from the date credit was issued. All refunds processed via credit/debit card will be processed back to the original credit/debit card used, no exceptions.
- We do not give credit or refunds due to the discomforts of nature. The fun continues rain or shine.

Cancellation Policy

- We do not give credit or refunds due to the discomforts of nature. The fun continues rain or shine. Our cancellation policy varies depending on the timing of your cancellation notice in advance of the reservation date.
- For Campsite, Lodging, and Golf Cart Rentals:
 - 2+ Weeks: Refund less a one time cancellation fee issued to card on file.
 - 1+ Weeks: 50% of reservation issued to card on file OR full refund less a one time cancellation fee issued in camp credit (forfeited at the end of the season in which the refund takes place- not redeemable for cash or card refund)
 - Less than 7 days: Full reservation forfeited
- The cancellation policy shall be amended in the event a natural disaster (i.e. Blizzard, Hurricane, or Tropical Storm Watch/Warning) is issued for the camp-resort area or the guest's residence within 48 hours of the reservation arrival date OR when there is a mandatory evacuation of the area and the camp-resort will be closed.

Change Policy

- Changes to reservation's arrival or departure dates made outside of the respective cancellation window (2+weeks) will result in a one-time courtesy change and every change made thereafter will be charged a service fee.
- Guests are responsible for any resultant difference in rates.
- Changes made to decrease occupancy or pets resulting in a credit owed will result in the issuance of a camp credit. Camp credit will remain active on the user account and will expire at the end of the season of issuance.
- Reservation arrival or departure dates may not be changed inside the cancellation window.

Payment Policy

- 50% of your reservation is due at the time of booking to reserve your site, the remaining balance is due 14 days prior to the start of your reservation. If you do not manually pay the remaining balance, the card you made the reservation under will be automatically charged whatever is remaining. If your card is declined or no card is on file, we will contact you to pay the remaining balance. If we cannot get a hold of you or the balance goes unpaid, your reservation will be canceled following our cancellation policy.
- We gladly accept Visa, Mastercard, Discover, and American Express.

No Shows

- Reservations will be held until check-out time on the day following your scheduled arrival. No shows will result in full forfeiture of funds and reservation.

Permitted Occupants

- All occupants must be listed on the reservation. There is a per person occupancy fee charged.
- All occupants 3+ must wear their guest wristband given at check in at all times.
- If a reservation is found to have more occupants than listed in the reservation, they will be immediately charged for the additional occupants to the card on file with or without notice.
- If a card is declined, the campground may cancel the reservation without refund and guests may be asked to leave.
- The individual reserving the site must be a minimum of 21 years old and be physically present at the time of check in.

Visitors

- Campers are responsible for their visitors. Each visitor must register at the ranger station and pay the visitor fee (per person 3+ years of age).
- Overnight guests must be included on the site's occupancy/reservation.
- Visitors must wear visitor wristbands and display visitor passes in their vehicles at all times.

Water Attractions and Beach- Use of Our Swimming Facilities

- The swimming facilities at Binghamton Jellystone Park™ are not supervised by a lifeguard or other responsible person. In place of on-site supervision, this facility has established a series of safeguards to be followed by all guests.
- We are required to notify you of these rules, to ensure that water rescue equipment is at the pool or beachside and that the swimming area is maintained in a sanitary manner. In the interest of your safety and that of your guests, we require you to follow these rules.
- Please read the safety rules located at the entrance and outlined in this section. If you have any questions, we will be happy to discuss them with you.
- NEVER SWIM ALONE. A minimum of two adults 18 years of age or older, must be present whenever this swimming facility is in use, with at least one adult on the pool deck or beachfront.
- THERE IS NO SUBSTITUTE FOR ADEQUATE SUPERVISION. Children under 16 years of age must be accompanied to the bathing facility by a parent or guardian, or similar adult responsible for their safety and behavior.
- IN AN EMERGENCY, NOTIFY THE FACILITY OPERATOR AND CONTACT HELP IMMEDIATELY. A free telephone is provided at this facility. Telephone numbers for the nearest emergency medical service are posted.
- Only use this facility during posted hours of operation and swim only in the designated bathing area.
- Don't drink alcohol and swim.
- Injuries can be prevented and safety is everyone's responsibility. If you notice any problems with the water quality or the absence of safety equipment, please notify.
- All persons under the age of 16 must have a supervising companion, to be in the water or visibly within the water attraction area. "Supervising Companion" is understood to

mean a person who is responsible for assuring that the child will comply with applicable rules and regulations.

- The beach does not have a Lifeguard on duty. Please supervise children at all times and follow all posted signs and rules.
- U.S. Coast Guard-approved Life Jackets and Puddle jumpers are required for anyone under 18 years of age.
- Some attractions may require additional rules, waivers, and fees. Please see staff for details.
- Only guests who have read this section may use the bathing area.
- Splashtown floating obstacle course is a lifeguard monitored area and is not open when lifeguards are not present. Sign ups for Splashtown are required and can be found in the office.

SPLASHTOWN WAIVER:

I, the undersigned, hereby understand and acknowledge, for myself, my site occupants, guests, and any minor child(ren) in my care and/or custody, that there are certain risks involved with the Binghamton Jellystone Park™ Floating Obstacle Course activities in which I and/or they are about to voluntarily participate, including but not limited to the use of water slides, kayaks, paddle boards, splash mats, aqua park, cabanas and etc. I understand that the risks, whether known or unknown, anticipated or unanticipated, may result in injury, death, illness, or damage to myself, minor child(ren), others, and/or property, and I voluntarily agree to assume such risk and responsibility for the occurrence of any such events.

I agree that in order to participate in the Binghamton Jellystone Park™ Floating Obstacle Course activities, I will hold harmless Binghamton Jellystone Park™ as well as its respective affiliates, staff, officers, directors, owners, employees, insurers, advertisers, promoters, etc. ("Releasees"), and voluntarily waive and release such Releasees from any and all claims, causes of action, injuries, damages, losses and expenses. I fully acknowledge that my participation and that of any minor child(ren) in my care and/or custody is voluntary and understand the effect of this Waiver and Release on my legal rights and the rights of those in my care and/or custody, including those listed below.

By signing this Waiver and Release, I agree to the above terms and conditions for myself, my family, and any other guests that are a part of my group (including all minors) and my property. I further agree that this Waiver and Release is binding upon my heirs, executors, administrators, and assigns and shall be governed by the laws of the State of New York. I also agree to the following:

- No guests are permitted under the age of 5
- All guests ages 5+ must be at least 48*
- Each guest or authorized guardian for children under 18 years of age must complete a Binghamton Jellystone Park™. Customer Waiver and Voluntary Release of Liability Form

- Each guest must wear a USCG approved Personal Flotation Device (PFD) and keep it buckled and zipped at all time
- Sharp Objects (such as jewelry, hair pins, long/sharp nails, etc) or other dangerous materials are not permitted
- Tobacco and alcohol are not permitted
- No refunds will be granted
- Anyone who appears to be under the influence of drugs or alcohol are not permitted
- Pregnant women are not permitted

Binghamton Jellystone Park™ reserves the right to remove anyone who disregards the safety rules or disobeys directions from lifeguards or staff. There will be no refunds if such action is required.

Binghamton Jellystone Park™ reserves the right to close without refund at any time due to inclement weather or conditions it deems unsafe for guests

Cell phones are prohibited on the activities. Binghamton Jellystone Park™ will not be held responsible for lost or damaged personal items.

Absolutely no one is allowed to dive under the Floating Obstacle Course for any reason including to retrieve a lost item. This will result in immediate ejection from the activities.

Guests are responsible for any damage either they or people in their party cause to any equipment and/or activities due to their negligent and/or improper use of the equipment and/or activities.

Inclement weather it deems unsafe for guests.

I, BY FILLING OUT THIS FORM HERBY "SIGN" THIS DOCUMENT AND I HEREBY ACCEPT AND ASSUME ALL RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS, AN/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE RELEASEES NAMED ABOVE.

BY FILLING OUT THIS FORM, I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OF ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY. IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, NOTWITHSTANDING, THE REMAINDER SHALL CONTINUE IN FULL FORCE AND EFFECT.

BY FILLING OUT THIS FORM, I ACKNOWLEDGE THAT Binghamton Jellystone Park™ IS ALERISED TO USE ANY PICTURES, VIDEOS AND AUDIO FOR ALL PROMOTIONAL AND ADVERTISING PURPOSES.

Restrictions

- Guests with limited abilities, certain body proportions, certain heights and/or weights may not be able to enjoy all attractions/activities/amenities. All guests must meet the attractions/activities/amenities requirements to ride/participate.
- Some attractions may require additional rules, waivers, and fees. Please see staff for details.

Pet Policies

- We are a pet-friendly campground but not all lodging units are pet friendly.
- Pets may not disturb other guests, and must be on a leash and restrained when not confined inside an RV or at the Bark Park, and that no pet may be left unattended outside of an RV, even on the site.
- Pets may not be left unattended in any lodging units.
- There is a maximum of two pets per reservation. Please see your lodging reservation for applicable fees.
- Pets are the responsibility of the owner. Management reserves the right to remove pets at will.
- All pets must be up to date on vaccines, and copies of pet vaccine records must be available upon request. Upon check-in, please notify the office of your pets if you have not already added them to your reservation during the booking process.
- The Bark Park is for use at the owner's discretion for their pet. Pets are not required to be on a leash in the Bark Park and therefore owners assume all risk and responsibility for their pets actions, behaviors, damages, etc. Please see the pet waiver for more details.
- If a pet is found to be in a non-pet friendly unit, charges will be assessed and guests may be asked to remove the pet or may be asked to leave without refund.

Amenities & Facilities

- We encourage you to visit the individual property website for specific information and dates related to on-site attractions/activities/amenities closures and other property-specific information. Please remember that all attractions/activities/amenities are on a seasonal and weather-dependent schedule that may have limited hours due to various reasons.
- We reserve the right to close any facilities at our discretion without prior notice and without refund. Please refer to posted rules and regulations throughout the property for additional information on our attractions/activities/amenities. Specific locations require guests to display their property wristband at all times while on-site, as well as for access to attractions/activities/amenities.

- Some attractions/activities/amenities may require additional rules, waivers, and fees. Please see staff for details.

Children

- All children under 13 years of age must be accompanied by an adult (18+) at all times.
- All children under 18 years of age must be back at their campsite between the hours of 10pm and 8am.

Site Safety

- Each site is provided one table, as well as one fire pit if allowed by local regulations. Please do not burn or leave trash in fire pits, and please do not move or remove fire pits without permission from the staff.
- Fees may be assessed to the card on file for the reservation if management determines that the fire pit has been moved from its original location and/or caused damage to the property.
- All fires must be contained to the pit/ring.
- Gasoline or other combustible accelerants are not permitted to be used to start fires. This includes but is not limited to gasoline, fuel, combustible chemicals, etc. You may use fire-starter logs, cups, sticks, and safe fire starting practices or accelerants.
- Anyone found to have used an unsafe way of starting a fire OR executing dangerous behaviors with a fire may be asked to leave the campground and may be banned from returning.
- Campers are responsible for any and all negligent fire damage.
- Campfires are permitted from 8 am to midnight. Never leave a fire unattended.
- Local bans may occur and will be posted at the office and must be followed. Fire bans do not warrant a refund of any kind.
- Any chemicals or toxic materials must remain locked up at all times, or safely removed from the access of children or animals.

Garbage & Recycling

- Any garbage and recycling are to be put in the designated areas, garbage bins, and recycling receptacles. Trash is picked up daily at the edge of your campsite from 8 am to 10 am. No garbage should be left out overnight.

Sewer Hookup

- All sewer hoses must be undamaged, and sewer connections must be tight. Replacement hoses and sewer donuts can be purchased at the Ranger Station.
- All tank emptying points must be covered by either sewer connection or properly fitting cap per DOH regulations.

Waste Water

- The discharge of any wastewater (septic or gray water) is strictly prohibited. Formaldehyde products are not permitted.
- Disposal of wastewater only to be done at the on-site dump station or with a scheduled honey-dipper service.

Parking & Roads

- 2 vehicles, inclusive of one site, are included with each reservation as determined by the campground.
- 1 Extra vehicle permitted in overflow parking, additional vehicles may be assessed a fee, not including day guest vehicles that must park in overflow lot.
- All vehicles must have a parking pass displayed (given at check-in). Guests without a parking pass displayed will be asked to move their vehicle and/or may be towed at the owner's expense.
- All vehicles and persons must stay within resort property boundaries. No trespassing on neighboring land. Towing is enforced at the guest's expense.

Speed Limit

- Please obey posted speed limits on property. Failure to obey speed limits may result in removal from the property without refund and possible future ban from entering the property.
- Where no speed limit is explicitly posted, the campground speed limit is 5 mph for the safety of our guests and staff.
- Speed limit is to be obeyed by any motorized vehicles.

Transportation

- Non-motorized skateboards, scooters, roller blades, roller skates and bicycles are permitted to be utilized as long as they are done so in a safe and quiet manner.
- Motorized items such as drones, motorbikes, toy cars, toddler cars, hoverboards and similar motorized recreational items are prohibited. UTV's, ATV's, and large terrain vehicles are strictly prohibited.

Golf Carts

- 4 Seater and 6 Seater Golf Carts available to rent at a 2 night minimum while supplies last.
- Rental period is 3pm-12pm
- Must be at least 18 years of age with valid driver's license and car insurance to rent. Proof of both needed upon rental.
- Cancellation and Refunds follow the campgrounds cancellation and refund policies.
- Battery Powered Golf carts are permitted within the campground as long as the following rules are followed.
- A \$50 fee will be assessed per golf cart brought into the campground.
- No gas powered golf carts, electric/battery powered only.

- Each guest operating a golf cart is solely responsible for ensuring that all operators of the golf cart are a minimum of 18 years of age and possess a valid driver's license (moped licenses, learning permits, etc. are not acceptable).
- "Driver(s)" will be required to wear a designated driver wristband on their left wrist to show they meet the driving criteria.
- Golf carts must have their lights (if equipped) turned on at all times while in operation after sunset. No golf carts may be operated after sunset without headlights.
- Golf carts shall not be operated during quiet hours from 10 pm to 8 am. Except to be used to get to a bath/shower house.
- Golf carts must be operated properly. Horseplay, racing or misuse of golf carts will not be tolerated. Guest-operated golf carts are to be operated on blacktop or gravel roadways only. No driving through RV sites or other restricted areas.
- A golf cart's maximum seating capacity must never be exceeded. Operators and passengers of a guest-operated golf cart must be seated at all times while the golf cart is in motion.
- If damages are done to the property, the golf cart owner/operator/renter is fully responsible for any expenses regarding clean up or action required.
- OPERATION OF GOLF CARTS WHILE CONSUMING OR UNDER THE INFLUENCE OF ALCOHOL, MARIJUANA OR ANY ILLICIT SUBSTANCES IS STRICTLY PROHIBITED- WE WILL NOTIFY LOCAL AUTHORITIES.

Inclement Weather

- For your safety, certain attractions may need to close during severe weather, such as electrical storms, heavy rain, or high winds. If weather causes a closure every attempt will be made to reopen as soon as it is safe to do so.
- We do not give credit or refunds due to the discomforts of nature. The fun continues rain or shine.
- Please check the Jellystone Park App for schedule updates.

Behavior

- We expect all guests to behave in a family-friendly manner. Line jumping, profanity, lewd, and unruly behavior are considered offensive behaviors and could result in the guest being ejected from the property without a refund.

Dress Code

- Proper swim attire is required and must be appropriate for a family environment.
- Inappropriate swim attire examples: Jeans, cut-offs, undergarments, swimwear that is revealing or has messaging that depicts violence, nudity, vulgarity, or discriminatory language or graphics.
- Swim attire with buckles, rivets, zippers, or exposed metal, and other sharp objects are not allowed on the floating obstacle course.

- Certain attractions/activities may require certain attire. Guests may be asked to leave or change at the discretion of the staff if deemed inappropriate for a specific attraction, activity, or location without refund or time extension.
- Although we don't have a specific dress code, this is a family-friendly campground; any dress deemed inappropriate by staff will be asked to change. If problems with attire persist, guests may be asked to leave the camp without refund and may be blocked from returning to the campground in the future.

Prohibited

- Pets are not allowed in the lake.
- Smoking, vaping, e-cigarettes and glass bottles are not allowed near, in or around any of the attractions and activities (both indoor and outdoor) for the safety and enjoyment of all guests.
- Firearms, ammunition, knives, and weapons of any kind are not permitted.
- Breath-holding games are not permitted in any water attractions.
- Fireworks of any kind are not permitted.
- No clotheslines.
- Do not chop, trim, cut, or break our trees/bushes/landscaping. Foraging for kindling is permitted so long as the piece in question is already downed and no cutting is necessary.

General Conduct & Removal

- Guests are required at all times to comply with all rules and regulations posted at the property as well as directions of the campground staff. We reserve the right to remove anyone in violation of these rules and regulations from the campground without a refund.
- Non-compliance may result in future bans from the campground.

Emergency:

- Dial 911 in case of an emergency.

Additional

- All activity schedules and prices are subject to change without notice. Entrance onto the campground property constitutes permission for the staff of Yogi Bear's Jellystone Park and Binghamton Jellystone Park™ to photograph visitors/guests while they are on the premises and to use any resulting photos and videos for any lawful purpose without credit or compensation to the visitor/guest. Not responsible for typographical errors.
- Entrance onto the campground property constitutes agreement to all rules and regulations stated in these terms and conditions for campers as well as their guests, visitors, and/or other.
- YOGI BEAR and all related characters and elements & ™ Hanna-Barbera. (s25)

Animal Waiver

I hereby agree to the following regulations and conditions relating to my dog while camping at Burke Campgrounds of NY LLC d/b/a Binghamton Jellystone Park™ (“Campground”) with my dog.

Excluded Areas: I agree to keep my dog out of the following areas including, but not limited to, food and beverage areas, the beach area, arcade, diy cafe, Ranger Station, playgrounds, pavilions and lake.

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 have my dog with me or a designated individual at all times, and understand that I may not leave the dog unattended inside or outside lodging or 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 (including in the Bark Park) 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: 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.

Waiver

I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE “Burke Campgrounds of NY LLC; DBA: Binghamton Jellystone Park™”, its owners and agents, 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 property, facilities, golf carts, hayride, swimming area, lake, water activities, floating obstacle course, jumping pillow, laser tag, jelly ball, archery tag, dart wars, other attractions, amenities, activities, or events 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 Binghamton Jellystone Park™ owners and staff, 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 Binghamton Jellystone Park™ 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. I further understand and agree that Binghamton Jellystone Park™ does not give credit or refunds due to the discomforts of nature. Camping is an outdoor activity and has inherent risks such as trips, falls, bee stings, insect bite, etc. No refunds will be given for inclement weather. Our refund policy varies, depending on the timing of the cancellation notice in advance of the reservation date, as seen above. 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.

The premises are privately owned and MANAGEMENT RESERVES THE RIGHT TO REFUSE SERVICE to anyone for any reason except for those prohibited by law. Binghamton Jellystone

Park™ Management reserves the right to require any person or party it deems necessary, to leave the campground based on violations of state, federal or local laws or any of the park rules, policies or regulations or behavior management deems inappropriate or disturbing to others. This includes but is not limited to bringing any firearms into or carrying any firearms within the park, excessive use of alcohol, intoxicating liquors, use of drugs or any other hallucinogenic substances within the confines of the Camp-Resort. 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 Binghamton Jellystone 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 and my guests/visitors, I grant Binghamton Jellystone 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.

Rules and Policies subject to change at any time without notice. All activity schedules and prices are subject to change without notice. Entrance onto the campground property constitutes permission for the staff of Yogi Bear's Jellystone Park and Binghamton Jellystone Park™ to photograph visitors/guests while they are on the premises and to use any resulting photos and videos for any lawful purpose without credit or compensation to the visitor/guest. Not responsible for typographical errors.

YOGI BEAR and all related characters and elements & ™ Hanna-Barbera. (s25)