

**IMPORTANT: THIS Is a LEGAL DOCUMENT – A RELEASE of LIABILITY
For LODGING and ACCOMMODATIONS at TRIPLE R CAMPING RESORT**

Please read and understand this document before signing. If you have any questions, please ask us or consult an attorney. You are giving up specific legal rights for you, your family and your heirs, by signing this contract. All other activities available at Triple R Camping Resort and Trailer Sales are incidental to the Lodging and Accommodations provided by Triple R.

JAT Management, Inc and T and D Resorts Inc. d/b/a Triple R Camping Resort and Trailer Sales its employees, agents, directors, officers, sponsors, advertisers, volunteers, contractors and subrogors (hereinafter Triple R) hope that you have a rewarding experience. We wish to inform our guests/renters that camping, RV camping, staying at a resort and being outside, (hereinafter Camping) are not risk free. The same elements that contribute to the unique character and fun of Camping such as the physical exertion or the settings can cause loss or damage to equipment, injury, illness, or in extreme cases, permanent trauma, or death. We do not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect, and to be informed of the possible risks. We require that you read this, sign it, and submit this to our office.

EXPRESS ASSUMPTION OF THE RISK

There are risks that accompany all aspects of life as well as some of these risks are inherent in your stay at Triple R; some are changed, increased or decreased due to the activities of Triple R. You will be living, camping and traveling outdoors, where you will be subject to numerous risks environmental and other risks. You must understand and accept all the risks of your stay or activity, inherent and others.

You understand you are renting a cabin/building/tent/structure for you and your family and guests stay. You must familiarize yourself with the entrance, exit and how all appliances work and ask any questions you may have. You understand this facility does not meet the code requirements of a larger city because of its location and structure. You understand that because you are staying outdoors that the structure is not animal free. You understand and agree that you will store food as instructed. Heating and/or air conditioning, if available, will not be the same as at your home.

At Camp, the terrain is different from cities. The trails and walkways will be uneven, broken, and different from man-made surfaces. The conditions of the trail or terrain will vary everyday dependent on the weather and natural forces. Rocks, stumps, roots, and other natural or manmade objects on the trail will be loose or projecting. Any water from rain, snow or from natural or man-made streams will make the trail slippery and muddy. If you are walking, running or moving around the campground, it might be over rugged, unpredictable trail and off-trail terrain, including boulder fields, downed timber, river crossings, high mountain passes, snow and ice, steep slopes, and slippery rocks. Attendant risks include collisions, falling; drowning and others usually associated with such travel. In camp, be aware of trees & branches that are overhead. Never throw rocks or other objects from cliffs.

Meals may be prepared over grills or open fires. If using an open fire have a source handy to put out the fire and only use in approved fire pits or locations. If you are using a propane or other grills make sure you know how and where to turn the propane off and how to use the grill.

Environmental risks include rapidly moving, deep or cold water, insects, snakes, predators, and other animals. Falling and rolling rock: lightning, avalanches, flash floods, and unpredictable forces of nature, including weather, that may change to extreme conditions without notice. Additional risks are hypothermia, frostbite, high-altitude illness, sunburn, heatstroke, dehydration, and other mild or serious conditions.

Sleeping out-of-doors can present special problems. Even with outdoor mattresses or pads, sleeping can be uncomfortable. Sleeping outdoors where the air is subject to greater environmental changes can be uncomfortable. Insects and other animals may visit your campsite or disturb you at night.

You will be in the home and habitat of native and possibly rare animals, plants and wildlife and as such; you are intruders. You agree to respect the environment we are entering and to treat all wildlife with respect. You understand you cannot disturb any wildlife you may encounter and to leave the area in as pristine condition as possible. Annoying, chasing or harassing wildlife is illegal and may permanently injure them. Do not feed the wildlife, feeding wildlife eventually leads them to starve during the winter. Federal laws protect threatened and endangered species. Harming a threatened or endangered species in any way may subject you to fines and criminal imprisonment. Animals bite, scratch, peck and claw, which may cause serious injury. Do not catch or attempt to catch any animal, even if the animal appears to be hurt. In such a case notify the office at the campground immediately. This includes pets. Give all wildlife plenty of room; do not block their escape routes. By respecting and understanding the habits of wild animals, you can safely observe animals in their natural habitats.

Poison ivy is indigenous, to the area. Do not eat any plants unless you are sure of their identity. Plants can be poisonous to the touch and more so if ingested. Do not eat berries unless you are certain they are safe. A number of

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poisonous berries grow in the woods. Instead, pack snacks and drinks when you'll be spending time away from the campsite.

Water in the wilderness may also be dangerous if consumed. Do not drink water from streams, creeks or lakes and our pond while camping. The water might look clean. However, it can contain germs and other contaminants that make it unsafe to drink. Do not drink any water on the resort except from approved drinking water sources. Do not drink any water from the gem mining, any pool, spa, ponds, lakes, spray pad, or other aquatic features.

Triple R offers several opportunities for you to experience the activities and entertainment in the area. Triple R is only acting as a travel agent in assisting you in finding and enjoying these other businesses and is not an agent, owner, or partner with the companies and activities we recommend.

You and your family understand that you can use the showers, meeting rooms, game rooms or other facilities while at the resort. You agree you will use them in accordance with the information you have received and the posted notices.

There are no lifeguards on duty at our aquatic's facilities (pools, hot tubs, etc.) Never swim in areas beyond your means or where it is beyond your ability to get safely out of the pool. Never allow children to swim without being accompanied by a parent, guardian or adult. Always swim with a buddy or someone who is watching to assist or be available for rescue if you have problems. Before swimming, familiarize yourself with the layout of the pool(s) and other features, rescue devices and emergency phone location. Know where you and your family can swim and should not swim. Know when the aquatics facility is open and closed. You understand that while using the aquatic facilities you and your family must abide by New York state law on their use which you have read on the website and received when you checked in.

Accidents can occur entering or exiting a pool or swimming area. You might injure yourself by falling against some object in or around the pool, spa or spray pad or on the shore or deck surface. Spray pads, pools, and spa's and other features increase the fun and the risk over a regular swimming pool. Slides, steps, highly accelerated water from water cannons and tipping buckets can hit your eyes, cause you to lose your balance or cause injury.

Although the water in our pools, spas and aquatic features meets NY requirements, you can still catch an illness or disease from the water if there are ill adults or children swimming. You agree to keep sick kids out of all aquatic areas, no exceptions. Knowingly putting a sick child in a spray pad is dangerous to everyone. You understand all infants must wear a swim diaper while visiting any aquatic facility. Never leave any child alone in the aquatics area, they can slip or fall or fall in the water where they cannot swim or into a pool or spa where the heat can injure or kill them.

Swimming in any body of water has risk. Only swim in the pool and aquatic area, not in any of the streams or ponds on the property. If you are having trouble, there is a greater chance that you cannot be seen if you sink beneath the surface of a pond or stream as well as the dangers of the water itself. There may be hidden or known obstacles as well as floating debris, sharp rocks, or objects that can injure you. Open water, rivers, lakes, and ponds have currents, whirlpools and waves, which can cause you problems, make swimming more difficult or sweep you from shore or under the water. Accidents can occur entering or exiting a pool or swimming area. You might injure yourself by falling against some object in or around the pool or on the shore.

Flash floods are a threat in any open or moving water all the time. Although it may be sunny where you are, rain miles away can create a dangerous situation. It can cause our creeks to rise dangerously fast. Children must be retrieved from these creeks and ditches immediately if rain is present. Moving water is always dangerous, anything near or above your knee can cause a foot entrapment. This occurs where your foot slips between two rocks getting wedged, and the water can shove you over and under.

Playgrounds are great places for kids to explore, grow and to learn about themselves and others. At the same time, no playground is safe. If you allow your child to visit the playground, you agree that you will accompany them. Make sure your child does not explore a structure or feature that is beyond their skill set or experience. Bubble machines can cause slippery conditions and/or cause skin irritation. Laser tag, gem mining, shuffle board, kayaking, canoeing, horseshoes, volleyball, basketball, can cause injury if the rules are not followed or people become enthusiastic about their play.

Individual and team sports are fun and make up a significant component of our society. Games such as basketball, flag football, capture the flag, soccer, ultimate disc volleyball, lacrosse, softball, tennis, paddle tennis, and other similar sports allow guests to run, jump, hit balls with sticks, bats, arms or feet, or sometimes their heads. All of these sports involve risk. Running into an object, another camper or falling on the ground will happen in any sport, all sports involve contact.

Individual sports or activities such as aerobics, tumbling, martial arts, disc golf, challenge course, conditioning, tennis, golf and wrestling can also create injuries. If you engage in any sport, activity or play know you may be injured. Activities

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such as fishing, swinging, sliding, climbing, jumping on the jump pad or any inflatables, biking, driving or riding in a golf cart, playing laser tag, shuffle board, horse shoes, corn hole, Frisbee, can-jam, tether ball, bubble soccer, basketball, volleyball, badminton, tag football, skate boarding, unicycling, flying kites, baseball, softball, launching water balloons, gaga ball, hay rides, or any other activity can cause injury or death.

You are here at Triple R to attend a Retreat/Event/or other activity or other event on the property. Please understand this is a beautiful but different wedding party location. Please be safe and understand your risk for injury.

It is also possible that some participants would suffer mental anguish or trauma from the experience or their injuries.

This list is not an exclusive or exhaustive list of possible injuries; trauma or accidents that may occur during your stay here at Triple R as described above, or that you may encounter. Most of these injuries are rare, and you are not likely to encounter them. However, they have occurred, and you need to know about them and other possible injuries not mentioned above. These injuries occur more often when the participants are using drugs or alcohol or not physically able to undertake the activity during your stay.

You certify that you have reviewed this document with your family. You certify that you have examined the Triple R website and looked at the information, rules, risks and videos posted on the company website. You certify that your family, including minor children, your spouse, partner and extended family and yourself are fully capable of participating in any activity, fun or program during your stay. You state that you have read the above statement on some of the possible risks during your stay. Therefore, you assume full responsibility for yourself, your family, including minor children, for bodily injury, death, and loss of personal property and any expenses as a result of **your negligence, negligence of your family, or the negligence of Triple R**. You hereby **expressly consent and assume all risks of the activity** for yourself and your family, including the risks associated with traveling to and from the activity. You also understand that Triple R reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of staying with Triple R or participating in any ACTIVITY. Your family and you are in good physical condition and able to undertake this activity. As a Parent you agree to read and to explain to any minor all posted signs and warnings, including instructions on use of equipment as well as the risks outlined in this agreement and agree participants will obey all signs, and warnings posted and to obey instructions from staff.

CONTRACT, WAIVER, RELEASE, AND INDEMNIFICATION

For the opportunity of staying with Triple R as consideration, you agree to waive any legal right to any claim and agree to **indemnify and hold harmless** Triple R, its agents and employees, as set forth above, from all claims, damages, losses, injuries, and expenses arising out of or resulting from your family's or your participation in these activities for all past, present or future claims, demands, and causes of action. This release of liability covers **all risks of the activity and any negligence** of Triple R, including claims for **negligent** hiring, instruction, operation or other forms of negligence not normally associated with the Activity or associated with the business and employees. You agree that Triple R has a **subrogation/right to indemnification** for your actions based on any permit, grant, contract or agreement with third parties. You further **agree to release, acquit, and covenant not to sue** Triple R, its agents, and employees for all actions, causes of action, past, present or future claims or damages, damages in law or remedies in equity of whatever kind, including the **negligence of Triple R, negligence of another participant**, or negligence of your family, yourself, or your heirs, against Triple R arising out of participation in this program. This agreement covers the incidental transportation to and from the recreation location. **In short, you cannot sue Triple R or anyone else for any reason if you or your family or minor child may receive an injury, and if you do, you cannot collect any money.**

This release shall not be superseded by any other agreement, nor shall this release supersede any agreement, whether there is any perceived inconsistency or not.

You agree to **indemnify, agree to subrogation** and to **reimburse** Triple R for any damages, costs, fees or expenses Triple R expends on you or your family's behalf, including the cost of any Search and Rescue or for any damages you may do to third parties. You understand this means you are the insurer for Triple R for any actions or damages, you or your family may incur.

You agree to the site of any lawsuit and the law governing any such lawsuit shall be **Cattaraugus County New York** and governed by **New York Law** no matter the perceived or actual difficulties, deprivation of a meaningful day in court, or the harm to either party's case or trial in **Cattaraugus County New York** applying **New York Law**. You understand and agree that you may be giving up the right to a deprivation of a meaningful day in court and that there are no extraordinary circumstances that would change that legal issue. You agree this forum selection clause applies to all claims, counterclaims, defenses and third-party claims brought by either party to this agreement.

The terms of this agreement shall continue and be, in effect, after your stay has ended. No changes in this document are valid.

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As liquidated damages, you hereby agree that if Triple R is forced to defend any action, lawsuit or litigation or for breach of the covenant not to sue or the covenant of good faith and fair dealing, by yourself, your executors, or your heirs, on your family's or your behalf, your heirs or executors, and you agree to pay Triple R's costs and attorney's fees if they successfully defend such action, lawsuit or litigation. You understand and agree that you are indemnifying Triple R for any claim you may bring or for any injury you receive. If you do, you will pay Triple R's damages and costs, including attorney fees. Should any sentence, clause, paragraph, or part of this agreement be declared unenforceable by a court of competent jurisdiction, the remaining parts or paragraphs shall remain in full force and effect. This release is intended to be interpreted as broadly as possible to affect the intent and purpose of the release. Except as specifically stated otherwise herein, this Agreement sets forth the entire understanding of the parties and all prior understandings or communications, electronic, online, written or oral, are superseded by this Agreement.

If you do not want to sign this release, you understand you cannot be on Triple R property, and you are free to go to other properties.

All members and guests are responsible for securing their own health insurance. The Facility does not provide medical coverage for injuries sustained on the premises or while participating in Facility-sponsored activities and events, whether on the premises or not. You have adequate health, disability, and life insurance for your family and yourself.

You, of your own free will, for your family, your minor children, your heirs and executors and yourself, have read, understand and acknowledge the risks and liability for yourself and your family.

You acknowledge that you have received a Copy of this Document if you wanted one. You understand that you are signing this document electronically or may be signing this document electronically in the future. You understand and agree under state and Federal law; there is no difference between signing this electronically or in writing.

You Have Read and Understood this Agreement. You are Voluntarily Signing this Agreement. You understand you are giving up certain legal rights for yourself, your family and your heirs.

By signing this you understand you, your family and your heirs cannot sue for any reason. If you or anyone else sues because of your injury, you, and they cannot collect any money. If anyone sues and loses you will owe us money.

I understand I am signing this for myself, my family and my minor children.

_____		_____	
NAME		EMAIL ADDRESS	
_____		_____	_____
STREET ADDRESS	CITY	STATE	POSTAL CODE
_____	_____	_____	_____
DATE of VISIT	DAY VISIT OR OVERNIGHT VISIT	SITE # VISITING	

NAME OF CAMPER VISITING			
_____		_____	
ADDITIONAL ADULT (18 AND OLDER) PRINTED NAME		CHILD (17 and under) PRINTED NAME	
_____		_____	
CHILD (17 and under) PRINTED NAME		CHILD (17 and under) PRINTED NAME	
SIGNATURE: _____			

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