

The Great Divide Campground-General Terms of Service

v.8.4.2022

The Great Divide Campground (“TGD”) is committed to ensuring the satisfaction of our short-term and seasonal guests. To achieve this goal and in consideration of the right to stay at TGD and for other good, valuable and legal consideration, the receipt and sufficiency of which are acknowledged, you (on behalf of yourself and any occupants of your campsite, “you” or your “camping group”) acknowledge and agree to these General Terms of Service, as well as any addendum hereto that may apply to your category of camping (collectively, the “Service Terms”). You shall adhere to the Service Terms at all times while on TGD premises. TGD reserves the right, in its sole discretion, to expel (without refund) any guest that disregards the Service Terms. TGD may elect to, but is not required to, provide one verbal warning with respect to any Service Terms violation prior to such ejection. The Service Terms are subject to change without notice from time to time at TGD’s discretion. A copy of the current applicable Service Terms is always available upon request at the TGD Store. You are responsible for ensuring that you, and your entire camping group, are familiar with and adhere to the then-current version of the Service Terms at all times.

Only adults aged 21 or older may book a tent or RV site and only adults aged 25 or older may book a cabin rental. Parties executing these Service Terms are responsible for the actions of their entire camping group. A cash deposit (“Deposit”) of at least \$250 will be required of camping groups with five sites or more. The amount of any Deposit required shall be determined by TGD, in its sole discretion, based upon group size and the period of the season.

You must adhere to campground quiet hours from 11pm to 8am (“Quiet Hours”). No music, TV, voices or other sounds unnatural to the forest landscape are to be heard beyond your site during Quiet Hours. Outside of Quiet Hours, loud or disruptive noises (e.g., amplified sound, car stereos, loud voices, etc.) shall not be permitted. In general, noise should be kept at a level that does not disturb other guests. Use of any loud tools is prohibited from Friday at 3pm to Sunday at noon during the weekend so all guests may enjoy their camping experience.

While on TGD property you must abide by all local and state laws, including, but not limited to, those pertaining to motor vehicle use. The speed limit on TGD property is 8 mph. Individuals may not ride in the bed of trucks or on the exterior of vehicles. Each individual child must be seated in a designated and appropriate car seat for their age and weight limit.

All adults camping with TGD are responsible for the actions and safety of their family members, children and guests. **Children 12 years old and younger must be supervised by an adult at all times. Children 16 years old and younger must be supervised by an adult at all times when in the gated pool area.** All minors must return to their sites by 11pm each night and must remain on that site throughout Quiet Hours. TGD reserves the right, in its full and exclusive discretion, to redirect a child’s behavior if necessary for compliance with the Service Terms or the safety of any guest.

Preapproval must be obtained by, and an additional activity waiver is required from, any guest that wishes to utilize golf carts at TGD. All drivers must be aged 21 years or older.

Please respect your neighbors’ property and space by limiting your camping group’s activities to the boundaries of your assigned campsite. Guests may not enter another person’s campsite without verbal permission of that other site’s occupant.

Vehicles must be parked on your paid site only and must display a current car pass at all times.

Please utilize designated recycling containers and dispose of all garbage in our dumpsters located in the parking lot by the entrance. Any food or garbage that is not properly stored or disposed of will attract animals. No bird feeders are allowed.

Low and contained to the fire ring campfires (2.5’ x 2.5’ x 2.5’) are permitted during the hours of 8am-12am, unless NJ state restrictions are imposed due to dry weather. Campfires must be attended at all times. Only firewood that is available from the campground store may be utilized in order to protect our trees from invasive pests. Campfires must be extinguished by 12 AM. Your registration card acts as your individual fire permit. You are liable for any and all damage directly or indirectly caused by campfires on your site. Regulations do not permit the disposal of rubbish, garbage, fallen leaves or yard waste by burning and you may not burn contrary to the NJ air pollution control code, NJ uniform fire code, or the forest fire prevention and control act. Violators are subject to fines up to \$5,000 and camping permit revocation. You may not pull downed trees or logs from the woods to burn.

No smoking is permitted in, on, or within a 15 foot radius of any campground building or structure, including but not limited to: the pool, office, pavilion, barn, playground, gazebo, beach, bathrooms, laundry room, Dog Park and the rentals area. There is absolutely no smoking on the playground or on the barn deck.

Please practice low-impact camping. This includes respecting the natural environment, protecting area plants, avoiding the disturbance of nearby animals, properly disposing of waste, and leaving campsites and common areas as tidy as you found them. No cutting, carving, or marking of trees or vegetation, even if it is dead or appears dead.

All guests must respect the natural areas of the beach and lake and properly dispose of all garbage, including but not limited to any fishing gear (e.g., bait, line, or hooks). Fishing is limited to catch-and-release. The fish are not edible.

All dogs must be attended to by their owner at all times (including inside the dog park) and must be either on-leash or lead, and the person must be physically able to handle the dog. For easy dog cleanup, please utilize the dog waste receptacles provided throughout the campground. Dogs are not permitted in or on any campground structures. Friendly and well behaved dogs only are permitted. Dogs are allowed to wade in the lake but must remain on a leash, but not allowed in the pool area or any buildings. Dogs

are never allowed to be left alone in camping units. Excessive barking is not allowed. All dogs must have the proper vaccinations and the proof shall be readily available onsite. Dog Owners are responsible for their dogs and any injuries or damage caused by them.

Guests aged 21 or older may enjoy alcohol responsibly, so long as they remain appropriate decorum while on TGD premises. TGD reserves the right, in its full and exclusive discretion, to expel (without refund) any guest that displays inappropriate conduct. Please do not use glass containers in any general campground areas.

Except as otherwise noted in any addendum to the Service Terms, visitors and guests are welcome at the Great Divide. All guests must register and pay the applicable guest fees for the entirety of their visit. TGD reserves the right in its sole discretion to limit or deny visitors and guests.

Outdoor lights for campsites must be limited to one strand of holiday lights. No spotlights, flood lights or bamboo tiki torches are permitted (Metal and LED allowed). All outdoor lights must be turned off during Quiet Hours. If any lights from your site interfere with the enjoyment of other guest, in the full and exclusive discretion of TGD, they may be turned off by TGD without prior notice.

TGD reserves the right to require the immediate removal of any exterior light, decoration, balloon, flag, pennant, banner, advertisement, notice, sign, door lettering, placard, advertising or other media, or other embellishment of any type which can be viewed from the exterior of your campsite, in TGD's sole and full discretion. Any such removal shall be at your expense. If you do not effect removal upon request, TGD shall have the right to remove the item and remediate any damage or injury to the campsite at your sole cost and expense.

No electric hot water heaters (freestanding or RV), electric space heaters, residential/commercial grade outdoor refrigerators, hotplates, rice cookers, free standing air conditioners, clothes or dish washers, dryers or other appliances (except those provided by TGD) are permitted on TGD premises.

No one may receive mail or packages to the TGD address. All incoming mail will be immediately returned to sender.

For the safety and peace of mind of all guests, no firearms, paint guns, fireworks, hunting, weapons, chainsaws, axes, knives or bows & arrows are permitted on TGD premises at any time.

No ATV's, minibikes, dirt bikes, electric/motorized ride-on toys, electric scooters & bikes (approved for adults only), mopeds, go-carts, powered skateboards, hover boards or any other off road vehicles are permitted to be used anywhere on TGD property at any time.

Bicycle helmets must be worn while cycling & scooting by any child that is under age 17 (NJ State Law). Guests must use caution when riding bicycles on the grass, uneven pavement, or loose stone on paved roads. Any child under 17 riding a bike or scooter without a helmet will be asked to step off the bike or scooter and the bike or scooter will be brought to the front office or campsite for retrieval by the child's parents.

There is a 2.99% convenience fee added to all credit card transactions. To avoid this fee customer may pay by cash or check. Checks must be sent and cleared a minimum of 10 days before your stay.

We are not responsible for any loss or damage relating to on-site trailers, cars, other personal property, including but not limited to as a result of fire, weather conditions, falling trees or tree limbs (regardless of TGD's knowledge of any compromised condition relating to a tree or limb), natural disasters, utility outages, theft, or any action or inaction of any guest. Please take measures to protect your person and personal property at all times. All facilities and services are subject to change or closing without notice. TGD will not provide any refunds for loss of any services.

Boating Safety Instructions. Persons 12 and under MUST be accompanied by an adult. Life jackets MUST be worn at all times by all individuals using boats. Individuals should check to insure proper size of life jackets and good fit. Jackets that are too large or too small will hamper safety capability. Each person in a boat must be in a seat and remain seated when afloat. Please follow the appropriate seating capacity for each boat. Exercise extreme caution when boarding and disembarking boats. Step in or near the center of the boat. Keep your center of gravity low for better balance. Absolutely **NO SWIMMING** in the lake or jumping from boats. No crashing or bumping of boats into each other. No glass containers at the lake area. Boating is only permitted dawn to dusk. There is a 30-minute time limit for boat use. Please be courteous to guests waiting to use the boats. If your boat capsizes you must get to the shore immediately.

Name, Image, and Likeness Release. By staying with TGD, you consent to your likeness and image (with or without your voice) being included in audio-visual productions, photographs and/or other materials created by TGD or its designees. You irrevocably grant TGD, its licensees and assign a perpetual, worldwide, royalty-free right and license to use and publish such content in all media, whether now known or hereafter devised. You further shall have no right to any payment or accounting from TGD in connection with the foregoing and shall make no claims for compensation against TGD.

Additional Terms. All property located on the campground is subject to lien under N.J.S.A. 5:16-1, et Seq. All campers will be responsible for all reasonable costs of collections, including court costs, and attorney fees associated with the collection of any debt owed to TGD by the camper. TGD reserves all rights available to it under the Campground Facilities Act, as amended. All provisions and rights set forth herein hereunder shall be in addition to all rights given to campgrounds under that Act and any other statutory or common law. Camper may not assign the rights, privileges or responsibilities under this contract to any other party. This contract shall not be construed to give any rights to any camper under the New Jersey Landlord Tenant Statute. TGD is privately owned. Your camping group accepts the camping privileges with the understanding that you are solely responsible to keep, maintain, and safeguard your person and/or property from injury, loss or damage arising out of the use of the campground facilities, including but

not limited to injury, loss or damage caused by weather conditions, heavy rainfall or flooding, utility loss or failure, which your camping group agrees and acknowledges are conditions that TGD cannot forecast or predict.

General Waiver and Limitation of Liability. You acknowledge that you are attending TGD and participating or engaging in the activities at your own risk with respect to dangers inherent in and incidental to the campground and the activities occurring prior to, during or after events. You acknowledge there are inherent risks involved in camping in an outdoor setting, including but not limited to weather risks and the inherent dangers posed by crowds, which may involve risk of serious injury, loss of life, and/or property damage. You take responsibility for your own health, welfare, and safety during your attendance at the campground, and therefore assume all risks whether or not described herein with full knowledge thereof. Accordingly, for yourself, your executors, administrators, heirs, next of kin, successors and assigns, in consideration of being permitted to attend the campground and participate in its activities, you hereby irrevocably waive and discharge any and all claims that you now have or may, in the future, have against TGD and its respective members, affiliates, successors, assigns, officers, directors, employees, agents and licensees ("TGD Releasees"), including, without limitation, any and all claims for personal injury, death or property damage, whether or not caused by any action or inaction of TGD Releasees. You further agree to comply with any and all safety rules and regulations applicable to the site and the activities, including those issued by TGD, as well as all applicable local, state and federal laws, and agree not to act in a manner that may jeopardize the health or safety of others or yourself. Failure to comply with the foregoing or violation of such rules and laws may result in ejection from TGD (without a refund), civil penalties, and/or arrest. No TGD Releasee shall have any liability to you or any person asserting claims on behalf of or in the right of you (whether direct or indirect, in contract, tort, for an act of negligence or otherwise) for any losses, fees, damages, liabilities, costs, expenses or equitable relief arising out of or relating to TGD or its services and in no event shall any liability accruing to TGD in relation to your stay exceed five times the amount of any compensation paid to TGD by you in relation to your stay.

Governing Law. The Service Terms are governed by the laws of the United States and the State of New Jersey, without reference to rules governing choice of laws. If any dispute arises concerning the Service Terms, venue shall be laid exclusively in the state and federal courts of the State of New Jersey which shall have exclusive jurisdiction over such dispute and the parties hereto consent to the personal jurisdiction of such courts.

Miscellaneous. The Service Terms shall be binding upon and inure to the benefit of TGD and its respective assigns, successors, and legal representatives and the obligations and liabilities assumed in these Service Terms shall be binding upon you and your respective successors and assigns. Notwithstanding anything contained herein to the contrary, you may not assign any of your rights or obligations hereunder without the prior written consent of TGD. The Service Terms do not create, and shall not be construed as creating, any rights enforceable by any person or entity not a party hereto, except those entitled to the benefits of the indemnification provisions herein. Any provision of these Service Terms that contemplate performance or observance subsequent to termination or expiration of any stay at TGD shall survive termination or expiration of these Service Terms and continue in full force and effect, including, but not limited to, all provisions hereof relating to proprietary rights, confidentiality and non-disclosure, indemnification, set-off, limitation of liability, litigation and injunctive relief, severability and duties to provide information. These Should any provision of these Service Terms require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one party.

Incorporation of Addenda. These Service Terms shall incorporate any additional Addendum (e.g., Supplemental Seasonal Terms of Service, Supplemental Cabin Terms of Service, Supplement RV/Tent Terms of Service, any Special Terms of Service, and any other addenda that may be in effect from time to time, etc.), as well as all TGD registration confirmation communications. All such addenda and registration confirmations shall form part of these Service Terms as if herein stated. In the event of a conflict between these Service Terms, the addenda and any such registration confirmation communications, the General Terms of Service and applicable Addendum shall govern with priority over any registration confirmation communication.

Entire Agreement; Severability; Counterparts. These Service Terms constitute the entire agreement between you and TGD and supersede any prior agreements with respect to the subject matter hereof. If any provision of the Service Terms is determined to be invalid or unenforceable in any respect, such determination shall not affect such provision in any other respect, and the remainder of the Agreement shall remain in full force and effect. These Service Terms may be executed in counterparts (including facsimile or email PDF counterparts), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Electronic Signatures. Any signature (including any electronic symbol or process attached to, or associated with, a contract or other record and adopted by you with the intent to sign, authenticate or accept such contract or record) hereto or to any other certificate, agreement or document related to this Agreement, and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act or any similar state law based on the Uniform Electronic Transactions Act, and the parties hereby waive any objection to the contrary.

(Continue to Next Page for Signatures)

You hereby agree to comply with these Service Terms (including all Addendum hereto applicable to your camping classification), which are also deemed to include any and all safety rules and regulations applicable TGD and all applicable local, state and federal laws. You agree not to act in a manner that may jeopardize the health or safety of yourself or others. Failure to comply with these Service Terms may result in ejection (without refund) from TGD, in TGD's full and sole discretion, in addition to any civil or criminal penalties that may apply.

Agreed and acknowledged by:

_____	_____	_____
Print Name	Signature	Date

_____	_____	_____
Print Name	Signature	Date

_____	_____	_____
Print Name	Signature	Date

_____	_____	_____
Print Name	Signature	Date

The Great Divide Campground
General Terms of Service
Addendum A
Supplemental Seasonal Terms of Service

v.8.4.2022

These Supplemental Seasonal Terms of Service (the “Additional Seasonal Terms”) apply, in addition to the General Terms of Service, to all guests staying at TGD longer than a weekend (“Seasonals”), including, but not limited to, weekly, monthly, or seasonal guests. All defined terms that are not defined in these Additional Seasonal Terms shall have the meaning given to them in the General Terms of Service.

Children of Seasonals aged 17 and younger may not be present on the grounds without their adult Seasonal present. As a Seasonal you are responsible for the actions and behaviors of your children and guests while on campground property. All guests must pay applicable guest fees for the entirety of their visit. If a guest of a Seasonal does not pay applicable fees, the guest will be asked to leave and the Seasonal will be responsible for all charges. Guest vehicles must display a valid car pass issued by the office.

Seasonals must submit a head shot of each guest listed on their Seasonal contract to be kept on file.

Vehicles must be parked on your paid seasonal site only.

Gate cards can be rented for a deposit, and can only be used by registered campers. One gate card will be given per licensed, adult driver registered on site. No gate cards will be issued to guests, friends or visitors of sites. Misuse of gate cards will result in the revocation of gate card privileges, in TGD’s sole discretion.

Seasonals may use their own golf cart on campground roads or other designated paths or areas, so long as you have first provided TGD with current proof of insurance and signed a waiver regarding such use that will be kept on file. Golf Cart Insurance certificates must be kept current. Licensed drivers must be 21 and over only. All state driving rules and campground Service Terms must be obeyed while operating golf carts on the TGD premises. Golf carts must be driven in a safe manner. Open alcoholic containers are not permitted on golf carts. Driving while drinking or intoxicated, or driving in an unsafe manner, in TGD’s sole discretion, will result in a loss of golf cart privileges. No golf carts may be driven on Phillips Road (including short distances from the entrance to the barn).

All Seasonals must obtain insurance to cover their camping unit and personal property. You must provide TGD with updated written proof of your insurance after any expiration. If you do not have a current insurance policy on file your Seasonal Contract will not be renewed. Any tree, branch, weather-related, fire or other damage to your trailer or your personal property is handled by your insurance and not TGD.

All Seasonals agree to treat TGD staff & other customers with kindness and consideration. Any issues must be communicated directly to the office and not to staff actively working in the campground unless the issue is an actual safety issue or emergency. Any Seasonal that acts in an inappropriate manner, in TGD’s sole discretion, will have their seasonal status revoked and turned to monthly, or may be asked to leave without a refund.

Seasonal Site Condition Requirements: For the safety and enjoyment of our campground visitors, please keep your seasonal site clean, mowed, weed free, well maintained and free of trash. Additional items not being used may not be stored out in the open on your Site. This includes extra tarps, wood, block, brick, and unused items. Seasonal campsites that are not properly maintained will be flagged by TGD after inspection, and may be charged a clean-up fee, removal fee, or mowing fee of no less than \$25 per incident. Seasonal sites left in an unacceptable manner on a consistent basis will not be allowed to renew their Seasonal Contract. The exterior of each seasonal trailer must be cleaned at the beginning of each season. All tarps and plastic must be removed by May 15th and must remain off for the remainder of the season. Seasonal sites are sold “as is” and all future maintenance, leveling and appearance is a responsibility of the camper. Camping unit manufacturing date must be within 10 years of the current year. If your camper is older than 10 years old your site will be subject to an Inspection. Trailers deemed unacceptable will not be allowed to remain at TGD and the Seasonal contract will not be renewed.

If you would like to make physical changes to your campsite (including sheds and decks), you must submit your request with the office, and await approval before starting any work. If approval is not granted the camper runs the risk of having any work removed by the campground, in TGD’s full and exclusive discretion and at the camper’s full expense. If a government agency declares any part of a campsite in violation of any rule or ordinance, even if done with management permission, it shall be the camper’s responsibility to abate or correct. Remember to consider other guests and be respectful of the natural environment when requesting campsite improvements. Seasonals are limited to one shed (max 8’ x 8’) per site. All physical property located on your campsite, whether brought on by you or left by the previous camper, must be removed in full when vacating the campground. Once you accept the site by starting to camp on it, you are responsible for all items on it.

“For Sale” signs may not be posted without prior approval from TGD. You may not sublet or transfer your seasonal site to any party without prior consent of TGD. All new customers must complete the application process. Two adults and two children under the age of 18 are included in your Seasonal Contract. You may not interchange the guests on your Seasonal Contract.

Seasonals must use an approved waste digester chemical and RV biodegradable toilet paper for their black holding tank to prevent clogging of septic systems. Pump outs for non-sewer sites are done on Monday, except on holiday weekends. The pump out schedule may change at TGD’s discretion. It is illegal to dump any wastewater, black water, grey water or discharge any hazardous material into or on the ground.

Insects and rodents are a naturally occurring presence in a campground environment. Seasonals are responsible for their own pest management.

To conserve energy all lamping in lighting fixtures inside and outside of your trailer must be LED, or run off of your 12 volt system. Outdoor lights for campsites must be limited to one strand of lights. No spotlights or flood lights unless they are LED, and if permanently installed, must be done by a licensed electrician. All lights must be turned off during Quiet Hours. When leaving for more than one day you must turn off any air conditioners, appliances or outdoor lights that use electricity. Before we turn your breaker off we will attempt to turn off your AC by accessing your trailer with supplied keys which indicate your permission. If we are unable to turn off your AC there will be a \$15 per day charge. The campground reserves the right, in its sole discretion, to turn off power breakers for any camper that does not adhere to this. TGD will not reimburse you for any impact resulting from the turning off of utilities, whether by us or otherwise. Do not leave perishables in your camping unit when not at the campground.

Non-Disparagement Agreement. In exchange for the reduction from our normal daily camping rates offered to our Seasonal Campers, all Seasonal Campers agree not to publicly disparage TGD in any way, or in any format: verbally, in writing, or on any social media platform with regard to any situation, whether TGD is at fault or not. Any violation of this clause will immediately terminate the Seasonal Camper status of any Season Camper and the daily rate will be applied to any payments made. This applies to all Seasonal Campers listed on the contract, their guests, and also applies if it can be shown that a Seasonal Camper was involved in another party responsible for any disparagement.

Winter & General Storage. Camping units must be locked and secured before the start of winter storage. TGD recommends leaving a set of keys in office for emergencies. TGD reserves the right to relocate the camping unit in the case of an emergency. No insurance of any kind is carried by TGD on your camping unit, its contents, or any items belonging to you. Campers are required to have insurance on their belongings. Campers are responsible for any damage caused by them or their belongings to the property of others. During the off-season campers may access the campground with 48 hour prior notice to the campground owner via email to info@campthegreatdivide.com. You shall not store dangerous, noxious, toxic, hazardous, filthy, offensive, explosive or highly flammable materials in your camping unit or on any portion of TGD premises, and you shall be responsible for any and all environmental or other damage that is caused by their belongings on the campsite.

Seasonal Fees. Any current Seasonal not renewing their seasonal contract for the next annual camping season must remove their camping unit and any personal property including decks, sheds, personal items and other structures off the site one week after closing. Camping units remaining on the property without a valid next annual camping season contract and payment will be subject to the daily site fee of that particular site beginning the first day following the one week grace period. For Seasonals returning for the next annual camping season, full payment is due by the first day of the camping season. If payment is not received by that day, then the seasonal contract pricing relating to your campsite will automatically convert to monthly contract pricing. For the avoidance of doubt, you shall remain responsible for all Seasonal camper obligations under your original contract notwithstanding any such conversion. The Seasonal fee is “discounted” from the normal daily, weekly, or monthly fee. Credits due for a partial season due to customer for any reason will be based on the total length of stay completed converted to the monthly pricing. The discounted seasonal fee is only for campers completing a full season.

Seasonal Customer Accounts. While at TGD, guests on your site may charge to your customer account for purchases at the store and/or deliveries only if you have a current credit card on file. Seasonal accounts will be charged every Sunday. Campers are responsible for all credit card charges accrued at TGD, whether charged by them or by other guests on their site.

Seasonal Cancellation Policy. Any advance monies paid against your Seasonal are non-refundable. If you wish to cancel your Seasonal site we will provide a refund equal to the prorated amount that we are able to recover from the re-rented Seasonal site, less the \$750 advanced payment, provided we receive written notice 30 days before the start date of the season This payment will be made within 60 days of the receipt of the funds from the new Seasonal customer.

The Great Divide Campground
General Terms of Service
Addendum B
Supplemental Cabin Terms of Service

v.8.4.2022

These Supplemental Cabin Terms of Service (the “Additional Cabin Terms”) apply, in addition to the General Terms of Service, to all guests staying at TGD utilizing TGD cabin lodgings (including, but not limited to, Park Models, M8 5th Wheel, Yurt, Hideaway Hut, Log Cabins and Wagons (each such lodging and the associated site, the “Rental Cabin” and each such guest, a “Cabinger”). All defined terms that are not defined in these Additional Cabin Terms shall have the meaning given to them in the General Terms of Service.

AGE REQUIREMENT: Each Cabinger confirms that at least one Cabinger who will be at the Rental Cabin throughout the entire rental period is at least 25 years of age.

RESERVATION PAYMENT: Payment is due in full for all reservations at the time of booking. A 2.99% fee will be added to all credit card transactions.

SECURITY/DAMAGE DEPOSIT: A \$200 damage hold will be placed on your credit card until after check out and inspection for rental damage.

LOSS OF SECURITY DEPOSIT: Each Cabinger, jointly and severally, acknowledges and understands that he/she is financially responsible for any and all damage that may occur with respect to the Rental Cabin during the stated rental period directly or indirectly arising from a Cabinger’s action or inaction. Please alert us of any issues with the Rental Cabin during your stay to avoid any issues or additional charges. Each Cabinger agrees to leave the Rental Cabin in the same general clean and undamaged condition as it was in when you arrived. Rental Cabins must be left in broom swept condition. Items used must be cleaned and put away for the next guest. Cabingers are responsible for any damage, abuse, excessive cleanup requirements, or loss caused by any member of the guest(s) party to the property or its contents during guest(s) occupancy. Any damages or violations may result in the loss of all, or part, of the security hold and that we reserve the right to further bill any Cabinger for additional cleaning or repairs. The Rental Cabins are furnished with basic supplies for each Cabinger. An inventory is taken after each Cabinger departure and Cabingers will be charged for any items missing from the Rental Cabin. All furnishings must be left in their original position.

CANCELLATION POLICY: No refunds are provided in the case of cancellation; however TGD will apply an in-house credit to your customer account (less any fees) in the event of a cancellation that is made in accordance with TGD cancellation policies. All cancellations must be made in writing via e-mail to info@campthegreatdivide.com. This credit will be available for use until the end of the next TGD camping season. Please call to apply a credit to your reservation to future reservations so we may ensure they are applied correctly.

GARBAGE REMOVAL: You are responsible for placing your garbage and recycling in the dumpsters provided at the entrance to the campground. Please do not leave any garbage outside your Rental Cabin. A \$25 fee will be assessed for any Cabinger leaving their garbage in the rental.

GUEST COUNT: Each Cabinger agrees that the Rental Cabin premises shall be occupied by no more than the number of people paid for and that the occupancy is limited to the maximum occupancy of the Rental Cabin. Occupancy is limited to registered paid guests only. Occupancy by more than the stated number of guests will result in the termination of the rental and the forfeiture of all rental fees, and deposits. Please notify us at least 24 hours prior to arrival if your Cabinger count changes.

CHECK-IN/CHECK-OUT TIME - EARLY DEPARTURE/LATE ARRIVAL POLICY: Each Cabinger acknowledges and understands that check-in time is no earlier than 3:00 p.m. and check-out time is no later than 11 a.m. on the date stated in the rental period noted in the Cabinger’s reservation confirmation. Cabingers, or their relevant guests, not leaving by stated check-out time will be assessed additional fees on an hourly basis and may be subject to additional fees in the event of disruption of another Cabinger’s stay. An early check in or late checkout may be available for an additional fee upon request. No refunds will be made for early departures or delayed arrivals. No refunds or schedule changes will be made due to inclement weather.

PET FREE RENTALS: If a pet belonging to any Cabinger (or the guest of such Cabinger) in a “pet free” Rental Cabin is found to be in or on the Rental Cabin premises the Cabinger or guest will be removed from the property and the full rental fee and security hold associated with the Rental Cabin will be forfeited and acknowledges that any damage done by said pet shall be his/her financial responsibility.

DOG FRIENDLY RENTALS: Dogs must be supervised at all times or crated on the Rental Cabin premises. All dog waste must be picked up from the trailer rental area. Dogs must not be allowed on couches (unless the couch is fully covered by a sheet provided by

Cabingoer) and beds in rentals. Guests with dogs that bark excessively will be asked to leave the property with no refund. There are additional fees associated with dog friendly rentals. Dogs must be leashed while on the property and must be attended to in our dog park.

NO SMOKING: All Rental Cabins are non-smoking. If it is found that any Cabingoer (or the guest of such Cabingoer) has smoked inside the Rental or on the porches/decks, the deposit associated with the Rental Cabin will be forfeited.

HEATING/AC: Please keep the thermostat in your rental at 70 degrees in the cooler months and 75 degrees in the warmer months.

POWER SERVICE: Please note that the electrical service for the rental trailers is rated at 30 amps. You may experience power outages if attempting to use multiple appliances and hair dryers at the same time. Please alert the office if you are experiencing any problems relating to power service.

NO OPEN FLAME OR NON-TGD ALTERNATING CURRENT ELECTRICAL UNITS INSIDE CABINS: For safety purposes, use of candles, open flames, or any alternating current (not battery powered) electrical units that are not TGD supplied (including but not limited to cooling units, electric blankets, heaters, lights, etc.) are not permitted inside of Rental Cabins.

FIREPLACE(S): Fireplace(s) inside Rental Cabins are not operational. Any evidence of tampering with fireplace units will result in the loss of the deposit associated with the Rental Cabin.

KEYS: All keys relating to the Rental Cabin must be returned to the office upon Cabingoers' final departure. Please be sure that all doors are locked upon leaving. Cabingoers are responsible for the cost of re-keying if a locksmith is required due to lost or unreturned keys.

The Great Divide Campground
General Terms of Service
Addendum C
Supplemental RV/Tent Terms of Service

v.8.4.2022

These Supplemental RV/Tent Terms of Service (the "Additional RV/Tent Terms") apply, in addition to the General Terms of Service, to all guests staying at TGD utilizing TGD RV or tent sites (each such site, the "RV/Tent Site" and each such guest, an "RV/Tent Guest"). All defined terms that are not defined in these Additional RV/Tent Terms shall have the meaning given to them in the General Terms of Service.

AGE REQUIREMENT: Each RV/Tent Guest confirms that at least one RV/Tent Guest who will be at the RV/Tent Site throughout the entire rental period is at least 21 years of age.

RESERVATION PAYMENT: Payment is due in full for all reservations at the time of booking. A 2.99% fee will be added to all credit card transactions.

CANCELLATION POLICY: No refunds are provided in the case of cancellation; however TGD will apply an in-house credit (less any fees) to your customer account in the event of a cancellation that is made in accordance with TGD cancellation policies. ALL CANCELLATIONS MUST BE MADE IN WRITING VIA E-MAIL TO info@campthegreatdivide.com. This credit will be available for use until the end of the next TGD camping season. Please call to apply a credit to your reservation to future reservations so we may ensure they are applied correctly.

GUEST COUNT: Each RV/Tent Guest agrees that the RV/Tent Site and any RV or tents on such site shall be occupied by no more than the number of people paid for and that the occupancy any RV or tents on such site shall be limited to the maximum intended design occupancy of such RV or tent. Occupancy is limited to registered paid guests only. Occupancy by more than the stated number of guests will result in the termination of the rental and the forfeiture of all rental fees and deposits. Please notify us at least 24 hours prior to arrival if your guests count changes.

CHECK-IN/CHECK-OUT TIME EARLY DEPARTURE/LATE ARRIVAL POLICY: Each RV/Tent Guest acknowledges and understands that check-in time is no earlier than 2:00 p.m. and check-out time is no later than noon on the date stated in the rental period noted in the RV/Tent Guest's reservation confirmation. RV/Tent Guests, or their relevant guests, not leaving by stated check-out time will be assessed additional fees on an hourly basis and may be subject to additional fees in the event of disruption of another RV/Tent Guest's stay. An early check in or late checkout may be available for an additional fee upon request. No refunds will be made for early departures or delayed arrivals. No refunds or schedule changes will be made due to inclement weather.

NO SMOKING, OPEN FLAME OR ALTERNATING CURRENT ELECTRICAL UNITS INSIDE TENTS: For safety purposes smoking, use of candles, open flames, and the use of any alternating current (not battery powered) electrical units (including but not limited to cooling units, electric blankets, heaters, lights, etc.) are not permitted inside of tents.

POWER SERVICE: Please note that the electrical service for the RV sites is rated at 30 amps and for tent sites is rated at 15 amps. You may experience power outages if attempting to use multiple electric items at the same time. Please alert the office if you are experiencing any problems relating to power service.

ADDENDUM D– TGD POOL AND SWIMMING INFORMATION

v.8.4.2022

NO Lifeguards on Duty

No lifeguard on duty persons under the age of 16 must be accompanied by a parent or guardian.

No swimming alone when no lifeguard on duty.

This swimming area shall be closed when the owner or manager is not on the premises.

Note: Please feel free to use the area outside the pool fence for lounging on the lawn.

Bather Rules for Swimming Pool

- Any person showing evidence of any communicable skin disease, sore or inflamed eyes, cold, nasal or ear discharges, or any other communicable disease shall be denied admission.
- Any person with excessive sunburn, open blisters, cuts or bandages shall be denied admission.
- Do not enter the water if you are experiencing or recovering from diarrhea or have had any signs or symptoms of a gastrointestinal (stomach) disease in the past seven days.
- All children in diapers must wear diapers specially designed for immersion in water (such as swimming diapers). Do not wash out soiled diapers in the bathing water.
- Children should be encouraged to use the restroom before entering the water. Immediately report any “accidents” you observe in the bathing waters to staff.
- No animals, except for service animals, shall be allowed in the swimming pool, dressing rooms, or other parts of the enclosure.
- Glass containers shall be prohibited in pool area.
- All persons shall shower before entering the water.
- Conduct which endangers the safety and comfort of others shall be prohibited.
- Pool area will be evacuated first sound of thunder and remain empty until 30 minutes after the storm ends.
- Persons suspected of being under the influence of drugs or alcohol shall be prohibited from entering the water.

COVID-19 Rules for Swimming Pool

- Guests should be on the alert for signs of illness and should stay home when they have symptoms of COVID-19 or are otherwise sick.
- All guests will be required to sign in and out of the pool area.
- Guests camping in self-contained units are encouraged to shower in their own camper or rental unit prior to entering the pool area.
- Sharing of furniture, equipment and toys by non-family members is prohibited.
- No large pool toys or floatation devices are allowed. Personal floatation devices required for assistance in the water (such as kid arm bands or baby inner tubes) are allowed.
- Foot coverings are required to enter restrooms and showers.
- Social distancing between non-family members is encouraged while swimming in the pool and on the pool deck.
- Face coverings are strongly encouraged outside of the water.
- Face coverings are NOT to be worn while in the water.
- Wash hands frequently with soap and water.
- If soap and water not available, hand sanitizer that is at least 60% alcohol should be used.
- Do NOT touch your face (especially eyes, nose, and mouth) with unwashed hands.

The Great Divide Campground
General Terms of Service
Addendum Z
Special COVID-Related Terms of Service
v.8.4.2022

These Special COVID-Related Terms of Service (the "Special COVID Terms") apply, in addition to the General Terms of Service, to all parties staying at TGD without exception. All defined terms that are not defined in these Special COVID Terms shall have the meaning given to them in the General Terms of Service.

- Individuals exhibiting any symptoms of COVID-19 are not permitted to enter TGD. TGD reserves the right to deny entrance to any camper which it determines, in its exclusive discretion, exhibits any such symptoms.
- Individuals who have recovered from COVID-19 and can demonstrate that they have fulfilled applicable CDC-recommended quarantining periods may enter TGD.
- Individuals that have been exposed to COVID-19 and are not showing symptoms must wait the CDC-recommended quarantining period with no symptoms in order to subsequently enter TGD.
- Individuals who develop symptoms while staying at TGD must immediately proceed to their primary residence and obtain care from there. If anyone in your camping group exhibits COVID-related symptoms, you agree to inform TGD management who will inform the local Health Department and request their advice on how to proceed.
- Everyone on the property, including children under your supervision, must practice social distancing in accordance with the recommendations of the State of New Jersey from time to time.
- All indoor public amenities will be closed. This includes: the Barn. The pool occupancy limits will be determined by the local Health Department. Campers will be given preference over Guests of Campers if the pool occupancy is at capacity. It shall be the responsibility of the user of any amenities to sanitize any touch points before use. TGD reserves the right to close or limit any/all amenities at our discretion due to the unpredictable nature of COVID.
- Gatherings beyond the boundaries of your campsite are permitted only consistent with currently applicable guidance from the state of NJ on any such gathering.
- TGD does not require the use of face coverings within the boundaries of your site, but once you are off of your site, your face covering must be visible (in your hand, or hanging around your neck for instance) so that if you come within 6 feet of another person you can quickly put it on; although TGD would rather see you to wear it the whole time.
- Trails will remain open, with 6 foot social distancing required.
- Golf carts are permitted, one family per cart, assuming you have a waiver on file. Social distancing guidelines continue to apply with respect to parties that you may encounter while on a golf cart; please travel sensibly with this in mind.
- Please continue to use the Doggie Pot stations, but use an extra bag to open and close the lid to avoid direct contact.
- You are allowed to have outside vendors come in for required trailer repairs. The vendor must wear a face covering 100% of the time they are at TGD, must practice social distancing, and must abide by all CDC guidelines.
- TGD reserves the right, in its sole discretion, to eject any individual that does not adhere to any of these guidelines from TGD.
- As COVID-related mandates change, or are updated, we will notify you via email, which communications will become an effective addendum to these Special COVID Terms.
- Individuals who have been partially or fully vaccinated are in no way less responsible for adhering to this Addendum.

Special COVID Release, Disclaimer, Indemnification and Hold Harmless. By signing below, you (on behalf of yourself and the occupants or guests of your camping site (meaning any physical unit or campsite located in TGD), each a "Releasor") hereby release and indemnify TGD (including its owners, officers, members, agents, servants, employees and affiliates, each a "releasee") from any liability regarding each Releasor relating to COVID-19 and any other viruses or illnesses that directly or indirectly relate to TGD. Each Releasor acknowledges and agree that (i) they are aware that COVID-19 and other viruses and illnesses are contagious, (ii) people with COVID-19 and other viruses and illnesses can be non-systematic, meaning that people may be sick and contagious without symptoms, (iii) if they stay at TGD, they are doing so at their own risk and may be exposing themselves and their camping group to COVID-19 and other viruses and illnesses, (iv) they are responsible for themselves and their guests, (v) they are aware that they may be required to leave the campground if anyone in their camping group exhibits COVID-related symptoms (at the sole discretion of TGD).

Assumption of the Risk. Each Releasor acknowledges and agrees that their stay at TGD may expose Releasor to COVID-19 and other viruses and illnesses and that injuries, death, property damage, or other harm could occur to Releasor or others. Releasor is

voluntarily electing to stay at TGD with knowledge of the risks, hazards, and other dangers involved. Releasor hereby accepts any and all risks of injury (including death) to Releasor arising out of or in any way connected with their stay at TGD.

Release. Each Releasor hereby waives, releases, and forever discharges any and all claims for damages for personal injury, death, or property damage which Releasor and/or Releasor's children, heirs, executors, assigns, parents, personal representatives, or estate may have or which may hereafter accrue as a result of staying with TGD.

Indemnification. The Releasors, jointly and severally, to the fullest extent permitted by law, shall indemnify, hold harmless, protect and defend Releasees from and against any and all liabilities, claims, damages, losses, demands, lawsuits, costs, and expenses, including (but not limited to) attorney fees, arising out of or directly or indirectly relating to (i) exposure to, or transmission of, COVID-19 and other viruses and illnesses on behalf of each Releasor, and (ii) negligence, misconduct or breach of Service Terms by any Releasor in connection with their stay at TGD. Should any such claim, demand, or lawsuit arise or be asserted in any way whatsoever related thereto, whether arising under the laws of the United States, any state, or under any theory of law or equity, each Releasor (jointly and severally) shall indemnify, hold harmless and defend Releasees from any and all costs, expenses, or liability including but not limited to the cost of any settlement or judgment made or rendered against Releasees.

Financial Responsibility. In the event that Releasor should require medical care or treatment for illness or injury sustained in connection with their stay at TGD, Releasor agrees to be financially responsible for any costs incurred as a result of such treatment. Releasor represents that adequate health insurance is in effect to cover any injury or illness that may be suffered in connection with their stay at TGD.

IN WITNESS WHEREOF, the party listed below, on behalf of themselves and jointly and severally on behalf of each person in their camping group, has executed these Special COVID-Related Terms of Service with effectiveness as of the date listed immediately below.

Agreed and acknowledged by:

_____	_____	_____
Print Name	Signature	Date

_____	_____	_____
Print Name	Signature	Date

_____	_____	_____
Print Name	Signature	Date

_____	_____	_____
Print Name	Signature	Date