

SILVER CREEK CAMPGROUND

3111 Silver Creek Rd, Mill Spring, NC 28756

(828) 894-2331

RELEASE & WAIVER OF LIABILITY AND INDEMNITY AGREEMENT (General Facilities & Pool)

This Release & Waiver of Liability and Indemnity Agreement covers use of all campground facilities, programs and activities, including the swimming pool. It must be signed before using the campground or the pool. Please keep a copy with your Campsite License Agreement.

PLEASE READ CAREFULLY. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND IS LEGALLY BINDING. BY SIGNING THIS AGREEMENT YOU ARE RELEASING SILVER CREEK CAMPGROUND FROM LIABILITY AND GIVING UP CERTAIN CLAIMS, INCLUDING CLAIMS BASED ON NEGLIGENCE.

WAIVER REQUIRED FOR ALL GUESTS AND VISITORS

EVERY PERSON WHO USES THE RESORT, INCLUDING THE POOL, MUST HAVE A SIGNED WAIVER ON FILE. THIS INCLUDES ANYONE STAYING ON YOUR SITE AND ANY DAY VISITOR OR GUEST. ALL ADDITIONAL GUESTS AND VISITORS MUST SIGN THIS WAIVER AT THE CAMPGROUND OFFICE BEFORE USING ANY FACILITIES. A PARENT OR LEGAL GUARDIAN MUST SIGN FOR ANY MINOR. ANYONE WITHOUT A SIGNED WAIVER ON FILE MAY BE ASKED TO LEAVE THE POOL OR FACILITIES.

Pool Rules (Strictly Enforced)

- No lifeguard on duty. Swim at your own risk.
- Children under 18 must be actively supervised by an adult (18+) at all times.
- No running, diving, pushing or horseplay.
- No glass, food, drinks or smoking in the pool area.
- Shower before entering the pool.
- Only U.S. Coast Guard-approved life jackets allowed (no other flotation devices).
- Pool hours: dawn to dusk (or as posted). The pool closes during severe weather.
- Maximum occupancy as posted (NC health code requirement).
- Every pool user must have a signed waiver on file at the office.

1. Assumption of Risk

I acknowledge and agree that any use of Silver Creek Campground facilities, services, equipment and premises at 3111 Silver Creek Rd, Mill Spring, NC 28756 ("Facilities"), and any participation in Silver Creek Campground programs and activities, whether in person or by virtual means, including but not limited to indoor and outdoor activities, exercise classes, recreation, swimming pool use and pond use ("Programs"), comes with inherent risks, including but in no way limited to:

- 1 Moderate and severe personal injury
- 2 Property damage or theft

- 3 Disability
- 4 Death
- 5 Sickness, disease (including COVID-19) or accident

I understand that swimming and pool use carry additional risks, including but not limited to drowning, near-drowning, slips, falls, collisions, and exposure to pool chemicals or waterborne illness. I understand that **no lifeguard is on duty** at any time.

I voluntarily accept and assume full responsibility for these risks and all other risks of using the Facilities and participating in Programs. I have full knowledge of the nature and extent of these risks and am not relying on all such risks being described in this document. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, disability, death, sickness or disease, sustained from the use of Facilities and participation in Programs.

2. Waiver, Release and Covenant Not to Sue

In consideration of being permitted to use the Facilities and participate in Programs, I agree that Silvercreek Campground, LLC, doing business as Silver Creek Campground, and its owners, officers, directors, managers, agents, employees, volunteers, insurers and representatives ("Releasees") will not be liable for any personal injury, property damage or theft, disability, death, sickness, disease or accident incurred by me, my family members, dependents or guests, including minors, however occurring, including but not limited to the negligence of Releasees.

I further agree, on behalf of myself and any and all legal successors, heirs and representatives, to release and **HEREBY DO RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** Releasees from any causes of action, claims, suits, liabilities or demands of any nature whatsoever, including but in no way limited to claims of negligence, which I or my legal successors may have now or in the future against Releasees on account of personal injury, property damage or theft, disability, death, sickness, disease (including COVID-19) or accident of any kind, arising out of or in any way related to the use of Facilities or participation in Programs, whether supervised or unsupervised, however the injury or damage occurs.

3. Indemnity and Hold Harmless

In further consideration of the use of Facilities and participation in Programs, I agree to **INDEMNIFY AND HOLD HARMLESS** Releasees from any and all causes of action, claims, demands, losses, suits, liabilities or costs of any nature, including attorneys' fees and claims of negligence, arising out of or in any way related to the use of Facilities and participation in Programs by myself, my family members, dependents or guests, including any minors.

I accept responsibility for making sure that every member of my party, and every guest or visitor I bring onto the property, signs this waiver at the campground office before using any Facilities, including the pool.

4. Minors

If I am signing on behalf of a minor, I represent that I am the parent or legal guardian of that minor, that I have read this agreement, and that I agree to its terms on the minor's behalf and on my own behalf. I agree that the minor will be actively supervised by an adult (18+) at all times while using the pool.

5. Rules and Removal

I agree to follow all posted campground and pool rules and the instructions of campground staff. I understand that Silver Creek Campground may remove any person from the pool or Facilities for violating rules or for not having a signed waiver on file.

6. Severability and Governing Law

This agreement is intended to be as broad and inclusive as permitted by North Carolina law. If any part of it is held invalid, the remainder will continue in full force and effect.

7. Acknowledgment

I HAVE READ THIS RELEASE & WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE. I SIGN IT FREELY AND VOLUNTARILY, WITHOUT ANY INDUCEMENT.

Signature

Printed Name:			
Signature:		Date:	
Address:			
Phone:		Email:	
Minor's Name (if signing for a minor):		Age:	
Parent/Guardian Signature:		Date:	

Office Use Only — Received by:		Date:	
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