

## **Dam Camp Liability Waiver**

**B. Camping and Day Passes:** 100% of price due to hold the date/s, No Refunds

**1. YOU THE CUSTOMER/RENTER ARE RESPONSIBLE FOR YOUR OWN SAFETY AND FOR THE SAFETY OF CHILDREN IN YOUR PARTY.** We encourage you to watch your children and weak swimmers at all times and never leave a child or weak swimmer unattended in or near the water. PFDs are available for free use. PFDs do not save lives, parental supervision does. Swimming is encouraged only during daylight hours and is at your own risk. There are no life guards on duty.

**2. PETS, GLASS AND FIREWORKS ARE PROHIBITED.**

**3. PARKING RULES: PARKING IS EXTREMELY LIMITED. YOU MUST CAR POOL.**

**For Daily Passes and Camping:** Renter may not permit more than 2 vehicles including but not limited to automobiles, trucks, trailers motorcycles, jet skis and boats unless authorized in writing by Owner or his landlord. Renter may not park or permit any person to park any vehicles on grass. Renter must park in the assigned designated area.

**4. OPEN FLAMES AND FIREWORKS ARE PROHIBITED.** Outdoor grilling and marshmallow roasting is allowed only in designated pits. Noise must be controlled with no loud music or excessive noise.

**5. CUSTOMER/RENTER'S SAFETY RESPONSIBILITY:**

A. Customer/Renter is responsible for the safety and well being of all persons in his/her party and will promptly notify Management of any safety hazards or concerns.

B. The CUSTOMER/RENTER is responsible for keeping a close watch on all swimmers or persons who may enter or accidentally enter the water. Should the Responsible party be absent from the Property for any length of time, it is his/her duty to designate another person within his party for this responsibility.

C. Lake Placid and The Dam Camp is a natural attraction and therefore does not have many of the safety features found at a man made pool such as but not limited to:

i. There is no fence or barrier restricting persons from entering the water, no depth signs, nor any life guards on duty.

ii. Under water hazards may exist and swimming is at your own risk.

**6. FLOODING:** Dam Camp is located in a flood plain. For your safety, **you may be required to evacuate the property if there are impending flood watches or warnings in the area. During a flood warning, it is your responsibility to watch for rising water levels and to make sure you, your party and property are safely removed if need be.** Obviously, this occurrence is rare and will not likely affect your stay.

**7. SNAKES:** Dam Camp is located in a natural environment, snakes may be present. To limit you and your guest's exposure, please inform all Occupants to stay on pathways, roads and docks and stay away from thick reeds or roots by the water's edge.

**8. FALLING BRANCHES:** There are many large trees including pecan trees located on the Property. Many of these trees, especially pecan trees are known as self pruners and as such will lose branches from time to time. Owner is not liable for damages or harm caused by such branches falling onto vehicles or persons as such incidents are beyond Owner's control.

**9. KAYAKS, PADDLE BOARDS AND PADDLE BOATS:** Renter and Renter's party may rent these items when made available but do so at his or her own risk and discretion.

**10. LIABILITY:** Owner and Manager are not responsible to Customer/Renter, or Guests for any damages, injuries, or losses to person or property caused by fire, flood, winds, falling tree branches, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Property, or other occurrences or casualty losses. Customer/Renter will promptly reimburse Owner and or Manager for any loss, property damage, or cost of repairs or service to the Property and Unit caused by Renter, Occupants, and unauthorized occupants or pets.

**11. CASUALTY LOSS OR CONDEMNATION:** Section 92.054, Property Code governs the rights and obligations of the parties regarding a casualty loss to the Property. Any proceeds, payments for damages, settlements, awards, or other sums paid because of a casualty loss to the Property will be the Owner's sole property. For the purpose of this lease, any condemnation of all or a part of the Property or Unit is a casualty loss.

**12. ATTORNEY'S FEES:** Any person who is the prevailing party in any legal proceeding brought under or related to the transaction described in the Rental Agreement is entitled to recover prejudgment interest, attorney's fees, cost of service, and all other cost of the legal proceeding from the non-prevailing party.

**13. RATE CHANGES:** Rates subject to change without notice, *but will not change from the rates stated in your original quote.*

**14. FALSIFIED RESERVATIONS:** Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to stay.

**15. WRITTEN EXCEPTIONS:** Any exceptions to the agreements contained in the Rental Agreement must be approved in writing in advance.

**16. OWNER'S RIGHT OF TERMINATION OR REFUSAL OF SERVICE:** The Owner reserves the right to refuse or immediately terminate service to anyone and shall not be liable for neither refund nor compensation.

**17. AGREEMENT OF PARTIES:**

A. Failure of Customer/Renter to follow the Policies, Rules and Warnings is grounds for eviction without refund or compensation to the Renter. Further, Customer/Renter agrees to promptly compensate Owner and/or Manager for any additional costs. Such actions shall not preclude other remedies at law.

B. Assignment: It is agreed that only in the event of transfer of ownership of the Property does the Owner have the right to assignment of this Agreement without the written consent of the Renter. The Renter does not have the right to assign or transfer any duties, rights or obligations due hereunder without the express written consent of the Owner.

C. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the respective Parties, their heirs, executors, administrators, successors and assigns.

D. Arbitration: Any dispute or difference arising out of or in connection with these Policies, Rules, and Warnings shall be determined by the appointment of a single arbitrator to be agreed between the parties.

F. Severable Clauses: If a court or arbitrator declares that any term or provision hereof is invalid, void or unenforceable, the parties agree to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases, or to replace any invalid, void or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the original intention of the invalid or unenforceable term or provision.

G. Controlling Law: The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of our Rules Policies and Warnings.

By signing below, I the Customer/Renter, acknowledge that I have read and agree to the terms set forth in the Policies, Rules and Warnings and hereby bind this agreement into contract and further acknowledge that I am responsible for the actions and safety of any person in my party and further that I will inform all such persons of the Policies, Rules and Warnings regarding the care and use of this Property set forth in this Agreement.

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Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date