

MYSTIC WATERS CAMPGROUND

General Policies & Liability Waiver for Mystic Waters Campground, LLC and Mystic Waters, LLC

WARNING: Under Indiana law, an agritourism provider is not liable for an injury to, or the death of, a participant in agritourism activities at this location if the death or injury results from the inherent risks of agritourism activity.

Inherent risks of agritourism activities include risks of injury inherent to land, equipment, and animals as well as the potential for you to act in a negligent manner that may contribute to your injury or death, or for other participants to act in a manner that may cause you injury or cause your death. You are assuming the risk of participating in this agritourism activity.

Mystic Waters Campground Policies:

- **Check-In:** RV Sites: 1pm Cabins: 1pm Tent Sites: 1pm
- **Check-Out:** RV Sites: 1pm Cabins: 11am Tent Sites: 12pm

*All campers and visitors must check in at The Lodge upon arrival.

- ★ **LATE ARRIVALS AND DEPARTURES** - For late arrival arrangements or to check on early arrivals, please contact us during normal business hours. If arrangements have not been made in advance, and if the guest has not departed the site by the appropriate check-out time, then there will be an additional day charged to the account.
- ★ **SITE CHANGES** - You have been assigned a specific site. If you wish to make a change, please check with the front desk. Due to current reservations and maintenance, we may not be able to accommodate a move. Do not change sites without approval.
- ★ **WRISTBANDS** - If a wristband is issued upon check-in, it must be worn at all times to identify you as a registered guest.
- ★ **LINENS AND BEDDING** - All guests are required to bring their own linens and bedding (including pillows and blankets) for cabin stays. Sheets are available for purchase in the camp store, based on availability.
- ★ **PET POLICY** - There is a maximum of 2 pets per site. Pets must be on a leash at all times and may not be left unattended/tethered outside of an RV, Cabin, tent sites or to trees, doors or posts. Pets are not allowed in community buildings, sports facilities or beach areas. Pet owner is required to clean up after their pet at all times. If you are staying in one of our pet-friendly cabins, pets are not allowed on the furniture. All pets must be vaccinated. Excessive barking will not be tolerated. Proof of current rabies vaccination may be requested at time of check-in.
- ★ **PARKING** - Two (2) vehicles included per cabin and RV site and one (1) vehicle per tent site. Please do not park your vehicle, trailer, or boat in an adjacent site. Use of more than one site will result in additional charges. Additional parking in designated areas may be available for a fee. Do not park in the middle of the road, in front of garages or restrooms/bathhouses.
- ★ **FIRE RINGS AND PICNIC TABLES** - Fire rings and picnic tables are assigned to designated sites and are not to be removed from that site. Fire rings are not trash receptacles. Please only place items that you plan to burn during your stay in your fire ring (no plastic, no glass, no cans).
- ★ **VEHICLES (ATVs, UTVs, GOLF CARTS, DIRT BIKES, MOTORCYCLES)** - No recreational vehicles (ATVs, UTVs, Golf Carts, Dirt Bikes, Motorcycles) are permitted on the property. No bicycle riding after dark; helmets recommended.
- ★ **SPEED LIMIT** - Speed limit is 10 mph. Drive slowly and watch for children.
- ★ **SITE AND PARK NAVIGATION** - Please be respectful of your neighbor and do not walk between sites when navigating the park. Please use main roads and public paths to walk around the campground.
- ★ **WIFI** - Our wifi service is available throughout our property. However, we cannot guarantee the wifi reception at each site.
- ★ **OPEN FIRES** - Fires must be in fire rings only. Dry firewood may be purchased at The Lodge. State law prohibits out-of-state firewood, only local firewood may be brought into the park.
- ★ **WASHING** - Washing RVs or vehicles is not permitted.
- ★ **VISITORS** - Only registered guests are permitted to enter the property. All visitors must check in at The Lodge to register, pay for a day pass and receive a parking pass. Mystic Waters Campground reserves the right to limit the number of people visiting a site. Guests with a day pass must depart the property by 9pm EST. Vehicle passes must be visible at all times.
- ★ **ELECTRICAL USE** - You are responsible for understanding how many amps you are using in your RV. Amp usage over what is provided can trip your breaker. Please notify the front desk if you have any electrical issues during your stay. Guests are not permitted to diagnose/attempt repair of our electrical pedestals.
- ★ **SEVERE WEATHER** - In case of severe weather, seek shelter in bathrooms or The Lodge.
- ★ **LAUNDRY** - There are no laundry facilities available at the campground.
- ★ **RESTROOMS/BATHHOUSES** - Restrooms/bathhouses are open 24/7 with an exception of maintenance and cleaning. We ask for your help in keeping the restrooms/bathhouses clean. Guests under the age of 14 must be accompanied by an adult in all restrooms/bathhouses.
- ★ **LAKES** - No lifeguard is on duty and all swimming/recreational activities are "at your own risk". Anyone under the age of 18 must be supervised in these areas at all times. Horseplay, running and diving not permitted in our beach area. Loud music, glass and rough play are also not permitted in our beach/sports areas or any other areas of the campground.
- ★ **QUIET TIME** - Quiet time: 11pm to 7am. Any noise disturbances including loud music will be warned once and then asked to leave without a refund.
- ★ **TRASH DISPOSAL & RECYCLING** - Trash cans are located throughout the park during peak seasons. Please tie trash bags and place inside a trash container (to prevent nightly visitors such as possums, raccoons, etc.). Do not dispose of wires, oil, furniture, mattresses or any toxic waste or chemicals, motor oil, or cooking oil in our trash cans. If you are staying during our off-season, all trash must be disposed of in the dumpster at The Lodge.
- ★ **DRONES** - Drones are not permitted on our property.
- ★ **CLOTHESLINES** - Clotheslines are not permitted on our property.
- ★ **FIREWORKS AND FIREARMS** - Fireworks and firearms are strictly prohibited on our property. The prohibiting of fireworks includes sparklers, smoke bombs, aeriels, and firecrackers. The prohibiting of firearms includes all guns of any type including air soft, BB, and pellet guns. If these items are seen outside your RV, you will be asked to leave immediately without a refund and with no option to return.
- ★ **SAFETY** - Safety of our guests and staff is a priority. For the safety of younger guests, we ask that parents accompany children under the age of 14 using the facilities. Children should use extreme caution when crossing or playing near any internal roads.
- ★ **SMOKING** - Absolutely no smoking in cabins or community areas including The Lodge or restrooms/bathhouses (\$200 fine will be charged for anyone who smokes inside a cabin). Please be respectful of other guests and dispose of any butts properly.
- ★ **LOST KEY POLICY** - A \$25 fee will be charged per lost cabin key.
- ★ **FISHING** - We only offer catch-and-release fishing on the two small lakes from 9am to 9pm. No overnight fishing and no fishing on the large lake for the safety of our guests using the lake for water sports.

CANCELLATION POLICY:

NO REFUNDS DURING SPECIAL EVENTS. Our cancellation policy varies depending on the timing of your cancellation notice in advance of the reservation date. We do not give credits or refunds due to weather...the fun continues rain or shine.

- ★ 21+ DAYS PRIOR: Refund minus \$25 cancellation fee OR full refund issued in camp credit
- ★ 14-21 DAYS PRIOR: 50% of reservation issued in camp credit and 50% of reservation forfeited
- ★ LESS THAN 14 DAYS: Full reservation forfeited

NORMAL BUSINESS HOURS

January/February/March

Hours of Operation:

M/T/W/Th (10am to 5pm)

Friday (10am - 8pm)

Saturday (10am to 5pm)

Sunday (CLOSED)

April/May/October

Hours of Operation:

M/T/W/Th (9am to 6pm)

Friday (9am - 6pm)

Saturday (9am - 6pm)

Sunday (9am - 6pm)

June/July

Hours of Operation:

M/T/W/Th (9am to 8pm)

Friday (9am - 10pm)

Saturday (9am - 10pm)

Sunday (9am - 6pm)

November/December

Hours of Operation:

M/T/W/Th (10am to 5pm)

Friday (10am - 8pm)

Saturday (10am to 5pm)

Sunday (CLOSED)

CONTACT INFORMATION

After Hours Requests: 812-621-7181, 317-496-9844 (for Emergencies, call 911)

Normal Business Hours: 765-221-1078

Email: info@mysticwaterscampground.com

[Please visit mysticwaterscampground.com for more information](http://mysticwaterscampground.com)

Mystic Waters Campground Liability Waiver

All Mystic Waters Campground guests must be checked in and out upon arrival and departure and agree to the resort's following rules and regulations. Acknowledgment of risks, release, indemnification agreement and covenant not to sue. Each part of this document must be completed and signed before using Mystic Waters Campground (referred to as Mystic Waters from here on) facilities or participating in Mystic Waters activities.

1. Acknowledgement of Risks

The undersigned user ("User") hereby acknowledges and agrees that the use of the facility operated by Mystic Waters has inherent risks. User fully recognizes and appreciates the dangers inherent with lakes, outdoor activities and general areas at Mystic Waters. User is assuming the hazard of risk to User since User desires to use facilities at Mystic Waters. User realizes that User is subject to injury from these activities and that no form of pre-planning can remove all the danger to which User is being exposed. User further represents and warrants to Mystic Waters that User has full knowledge of the nature and extent of all risks associated with activities at Mystic Waters and the use of equipment, including but not limited to risk of physical injury, disability, or death and risk of loss of use or damage to my personal property. Risks include but are not limited to weather-related hazards, animal, or insect attack, allergy or injury or death from plant life, drowning, the possibility of slips and falls, pinches, scrapes, crushing or jolts that could result in lacerations, fractures, burns, or even more severely debilitating or life-threatening hazards. I understand that injury or loss may result from unknown or unexpected risks, but may also result from environmental conditions, from the acts or omissions of others, or from the unavailability of immediate and/or adequate emergency medical care, the use of equipment, materials owned by, or facilities acquired by the Mystic Waters, injuries resulting from the actions, omissions or negligence of Mystic Waters or others; blatant or apparent defects or conditions in equipment or property supplied by Mystic Waters; injuries resulting from the physical condition or actions, omissions, negligence in any degree of User; all manner of injuries resulting from falling off of bikes and hitting furniture or other items such as, but not limited to, tables, chairs, or the ground; injuries resulting from contact with other users of Mystic Waters facilities and activities; injuries resulting from contact with Mystic Waters Facilities including but not limited to ladders, doors, counters, windows, and furniture whether permanently or temporarily in place; first aid, emergency treatment or other services rendered by Mystic Waters or others; and there is also the possibility that my engaging in such activities could cause injury or harm to a person other than myself.

BY ENGAGING IN THESE ACTIVITIES, THE PARTICIPANT ASSUMES THE RISK OF SERIOUS INJURY OR DEATH.

I understand that Mystic Waters does not guarantee my personal health or safety at any point during my use of Mystic Waters Facilities, nor does it protect me against risk of loss of my personal property. I understand the Mystic Waters does not assume responsibility for the actions of others, for events that are not part of the Mystic Waters, or that are beyond the control of the Mystic Waters or its contractors, or for situations that may arise due to the failure of the User to disclose pertinent information.

2. Releases, Indemnification and Covenant Not to Sue

User voluntarily releases and forever discharges and covenants not to sue Mystic Waters, and all other persons or entities affiliated therewith, from any and all liability, claims, demands, actions, or rights of action, which are related to, arise out of or are in any way connected with User's attendance at Mystic Waters or participation in any Mystic Waters activity, including, but not limited to any and all negligence, of Mystic Waters, its agents or employees, and all other persons or entities, for any and all injury, death, illness or disease, and damage to User or User's property. User further agrees, promises and covenants to hold harmless and to indemnify Mystic Waters, its agents, workers, directors and employees, and all other persons or entities against all damage which user may negligently or intentionally cause to spectators or other third parties in the course of User's participation in any Mystic Waters activity. User further agrees, promises and covenants not to use, assert or otherwise maintain any claim against Mystic Waters, its agents, workers, directors and employees, and all other persons or entities, for any injury, death, illness or disease, or damage to User or User's property, arising from or connected to User's participation in any activity or from any claims asserted against User by spectators or other third parties. In signing this document, User fully recognizes that if anyone is hurt or dies, or property is damaged while.

User is in Mystic Waters facilities, User will have no rights to make any claim or file a lawsuit against Mystic Waters, its agents or employees even if Mystic Waters, its agents or employees, or any of them negligently caused the bodily injury or property damage.

3. Acknowledgment of Effect of This Release Agreement

User Understands and acknowledges that by signing this document User has given up certain legal rights and/or possible claims which User might otherwise assert or maintain against Mystic Waters, its agents, workers, directors or employees, and other persons or entities, including but not limited to rights arising from or claims for the acts or omissions, fault, or negligence of Mystic Waters, its agents or employees or any other persons or entities. User understands and acknowledges that by initialing and/or signing this document, User has assumed responsibility and LEGAL LIABILITY for the claims or other legal demands, including defense costs, which may be asserted by third parties against User as a result of User's use of the Mystic Waters.

4. Participant Insurance Benefits and Representation of Physical Condition

User understands and acknowledges that no medical insurance benefits will be provided to User for injuries occurring while User is using Mystic Waters. User certifies that User has sufficient health, accident, and personal liability insurance to cover bodily injury, property damage, or any consequences resulting from User's participation in Mystic Waters activities. If User has no such insurance, User certifies that User is capable of personally paying for any and all expenses or liability. User further acknowledges that the undersigned is in good physical and mental health, not suffering from any condition, disease, or disablement, which would or could potentially affect participation in activities at Mystic Waters.

5. Consideration

In consideration of this agreement, Mystic Waters will permit User to participate in Mystic Waters activities, subject to user's compliance with all Mystic Waters Rules, Regulations and Safety Policies, which may be amended from time to time. It is the responsibility of User to request to inspect all such Rules, Regulations and Policies. Mystic Waters retains the right to deny entrance to its facilities or participation in its activities, to anyone in its sole discretion.

User understands that this constitutes the entire agreement between undersigned ("User") and Mystic Waters, its agents or employees, and that it cannot be modified or changed in any way by the representations or statements of Mystic Waters, its agents, workers, directors, or employees or by User. User's and Parents/Guardians' signatures below indicate that they have read this entire document in full, understand it completely, and agree to be bound by its terms. This Waiver and Release is an Indiana contract and User consents to the jurisdiction and venue for any action relating to this Waiver and Release in Pendleton, Indiana regardless of User's residence or domicile.

6. Acknowledgement of Responsibility

- I consent to medical treatment in the event of injury, accident and/or illness during my use of the Mystic Waters.
- In the event I am injured or become ill while participating in this during my use of the Mystic Waters, I understand and agree that I will accept responsibility for any medical bills, including co-payments and deductibles.
- In the event I am injured, or my property is damaged as a result of my use of the Mystic Waters, I will not seek reimbursement from the Mystic Waters.
- In the event that while using the Mystic Waters, I cause harm to another person or another person's property I accept sole responsibility for my actions and indemnify the Mystic Waters and hold it and its officers, directors, employees, contractors and assigns harmless therefrom.

7. Photographic Releases

As a User, I grant and convey unto the Mystic Waters, all right, title and interest in any and all photographic images, video and audio recordings obtained during my use of the Mystic Waters.

8. Covid-19

I "Releasor" or "I" on behalf of myself and the occupants of my camping unit (meaning any physical unit located in a campground), hereby release, and indemnify Mystic Waters ("campground" and "releasee"), its owners, agents, servants and employees from any liability regarding me or anyone staying in my camping unit relating to COVID-19 and any other viruses or illnesses that they may get as a result of staying at Mystic Waters.

As a User, I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Indiana, in the United States of America, and that this release shall be governed by and interpreted in accordance with the laws of the State of Indiana. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release, which shall continue to be enforceable. I understand and accept the risks; I understand and agree to abide by the code of conduct; and I accept responsibility for injury to myself; my own property; and harm to others that I have caused. In signing this release, I acknowledge and represent that: A. I have read the foregoing release, understand it, and sign it voluntarily as my own free act and deed; B. No oral representation, statements, or inducements, apart from the foregoing written agreement, have been made; C. I am at least eighteen (18) years of age and fully competent or am the parent or legal guardian of a minor under the age of 18; and D. I execute this Release for full, adequate, and complete consideration fully intending to be bound by same. E. I agree that in any action to enforce or interpret the terms of this Agreement, the prevailing party shall be awarded, in addition to any other remedy or compensation, its reasonable attorney fees and costs.