

## STRAWBERRY PARK RULES 4.14.2025

All individuals, whether Members or non-Members (collectively referred to as "Campers"), accessing Strawberry Park property are bound by the Rules outlined below, the waivers and general releases included herein by reference, all posted rules, and any future updates or revisions. Failure to comply with these terms, conditions, rules, waivers, and general releases, or any other posted or future regulations set forth by Strawberry Park, may result in Management exercising its discretion to revoke access to the property at any time and for any reason, except where prohibited by law. Strawberry Park reserves the right to deny access to or eject any person or party from the property if their actions violate park rules or if their behavior is deemed inappropriate or disruptive by Management.

**COURTESY:** We ask that you be considerate of your neighbors and our staff. To ensure a comfortable atmosphere in the park, we reserve the right to remove anyone, without prior notice, who is deemed by us to be causing a disturbance, nuisance, or intentionally violating the rules. Campers will be held responsible for any damages to Strawberry Park property. Please note that no refunds will be issued if an ejection occurs.

Quiet Hours: 11 PM to 8 AM. During this time, please minimize noise to keep the environment peaceful.

Quiet Means Quiet: Seems simple, but it is the Number One complaint of many campers. That doesn't mean you can't enjoy your family and friends. Just be sure it doesn't come with screaming kids, loud laughter, or music that disturbs your fellow campers. While some people like to stay up late, others like to get up early. Be courteous to your neighbors and observe the quiet times.

**Members:** Members and their extended family members must complete an online annual registration with the Management. **Maximum number of people allowed per site per day:** 10. For any special events that exceed this daily limit can only be considered in a common area, with a written request to Management 5 business days in advance for approval.

Non-Member Rates: Rates are based on the type of rental, number of occupants, duration, and date.

**Site Restrictions:** 1 RV/camping unit or 1 sleeping tent (not both), 2 sleeping tents not allowed, 1 non-sleeping kitchen shelter, 2 vehicles, 6 Registered Campers. Rates are based on 2 Registered Campers per site.

Additional Registered Camper Rate: \$20 per person per night

4 Day Visitors, \$20/person/day – regardless of age – must leave by 11pm

(No early check-ins or late check-outs)

Check-in: Entrance at the Gate is only allowed after 1 pm. No check-ins after 10 pm.

Check-out: 11 am

Lodging Unit Restrictions: 2 vehicles, 6 Registered Campers, no

tents Rates are based on 4 Registered Campers per unit.

Additional Registered Camper Rate: \$20 per person per night.

4 Day Visitors, \$20/person/day – regardless of age – must leave by 11 pm

(No early check-ins or late check-outs)

Check-in: Entrance at the Gate and the Unit is only allowed after

4 pm No check-ins after 10 pm.

Check-out: 10 am

Additional Vehicles: Must be parked in the designated area.

**Non-Member Site Requests:** When making reservations, please request your preferred hook-up and proximity to facilities or friends. While we will do our best to meet your request, we CANNOT GUARANTEE specific sites or lodging units, due to potential unforeseen mechanical, utilities, or weather issues. However, we make our best efforts in providing the selected site or lodging unit, or the best alternative. If you have multiple sites, we cannot guarantee these sites to be side by side, however, we will try our absolute best to accommodate your request.

Minimum Age: We reserve the right to deny rental units or sites to persons under the age of 25.

Non-Member Reservation Fee: Each reservation is subject to a \$5 reservation fee.

**Non-Member Deposits**: All reservations require a 100% credit card deposit. Cash or checks are not acceptable. Generally, there is a 10-business-day processing period for refunds.

**Non-Member Charges:** By entering the Park, you hereby authorize us to charge the credit card on file for charges you made during your stay. Additionally, you consent and agree to charges made by you over the phone, online, or in person while booking.

Cancellations: If you cancel your reservation more than 1 month before the check-in date, we will return your deposit minus a \$50 processing fee for each reservation. Cancellations made less than 1 month before the check-in date will result in the forfeiture of the deposit. Additionally, guests who shorten their stay after arrival are liable for charges for any cancelled nights and will not be issued a refund.

Vehicle Passes: Must be visibly displayed at all times.

Wristbands: If required, non-Member Campers must wear Strawberry wristbands at all times while on the property.

**Children:** Each registered adult is responsible for the conduct of his/her children. Any misconduct including any violent or destructive act by any child will be cause for ejection. Children under 7 years old must be accompanied in all buildings and all facilities by an adult and must not be left unattended at any time.

Curfew: Persons under 18 years must be at a campsite at 10 pm unless accompanied by an adult.

**Golf Carts:** Break the rules = lose the golf cart without a refund.

Drivers must be at least 21 years old. Be prepared to present your driver's license upon request.

FIVE (5) MPH speed limit (which is not faster than an average

runner) The maximum number of riders is 6 people.

All riders must remain seated.

The use of a cart after dark requires the use of headlights.

Do not park in front of walkways, in roadways, or on Pierce

Road Rentals must be returned at least 1 hour before check-out

time.

Park Campers may not bring golf carts into the park.

**Transportation Devices:** electric bikes, scooters, segways, and dirt bikes are not allowed.

**Helmets:** According to state law, children who are 15 years old or younger must wear a helmet while riding bikes. However, it is the parent's responsibility, not the Park's, to ensure this law is followed. *Biking is only allowed during daylight hours, even with lights.* Scooters, skateboards, hoverboards, and other riding equipment are not allowed.

**Drones:** Remote-controlled aerial devices are not allowed.

Cargo Trailers, Skidoos, and Boats: these are not allowed on any site.

**Pool Rules**: Park Campers agree to follow all posted rules at the swimming pool facilities, including:

Adult pool capacity: 80 Children's pool capacity: 130

Must be at least 21 to use the hot tub or the adult pool. Be prepared to present proof of age upon request.

No music, coolers, food, alcohol, glass, smoking, or vaping permitted inside the pool area.

The pool facilities are NOT SUPERVISED BY A LIFEGUARD.

Children who wear diapers are required to wear swim diapers while in the pool.

No chairs, lounges, tent structures, inflatables, toys, balls, or devices are allowed in the pool or pool area.

No canopies or portable tents are allowed.

Unattended personal property left at the pool will be removed.

**Pets:** Dogs must be kept on a leash at all times except in our dog park. Members agree to follow all rules as posted at the Dog Park. Dogs must never be left unattended and must not display aggressive or hostile behavior. Members must carry proof of current vaccinations.

**Campfires and Firewood:** Firewood is available at our store. Campfires are permitted only in fire rings and should always be attended to and properly extinguished.

**Drinking/Drugs:** All guests must exhibit good personal behavior and drink responsibly. Any minors found drinking are subject to immediate ejection. No fireworks, firearms, or illegal drugs, of any kind, are allowed.

**Outages:** Strawberry Park may occasionally experience outages of water, electricity, or cable which are beyond our control. No refunds or compensation will be given for any outages.

**Pump-Out Service Policy:** To ensure timely and efficient service, please review the following guidelines for requesting a pump-out at Strawberry Park:

- All pump-out requests must be submitted through AppFolio or by calling the service line at (401) 270-0707.
- Pump-outs will be scheduled and completed **once per week**.
- A minimum of 48–72 hours' notice is required for standard service.
- The cost for a regular pump-out is \$50 per site.
- Emergency pump-outs (or any request made less than 48 hours in advance) will be subject to an emergency service fee of \$125.

Trash Policy Update: Please note that Strawberry Park no longer provides trash pickup services. It is now the responsibility of each campsite owner to properly dispose of all garbage.

- All trash must be **removed from your site** and placed in the **designated dumpsters** located near the maintenance area
- Do not leave trash bags outside your campsite at any time, including overnight.
- Large or bulk items must be taken off the property entirely and may not be left at or near the dumpsters.

This change follows updated guidance from the **Department of Health**, which has identified roadside trash collection as a health hazard. Regular disposal helps maintain the **cleanliness**, **safety**, **and appearance** of our community.

## GENERAL RELEASE ASSUMPTION OF RISK AND WAIVER OF LIABILITY

Notice: This is a legally binding document. If not understood, legal advice should be sought. By entering the Park, you give up your right and the right of your heirs, next of kin, personal representatives, and assigns to bring a court action, now or any time in the future to recover compensation or obtain any other remedy for an injury to yourself or your property or for your death, however caused, arising out of your use of Strawberry Park's facilities even if such claim is based upon actual negligence of Strawberry Park Resort Campground Inc (the "Association"), or its management ("Management"), members, directors, officers, agents, and employees. All commercial rental businesses in Strawberry Park are owned and run by Strawberry Park Management LLC ("SPM"). Any other forms of commercial rental business in this park are prohibited. The term "Strawberry Park" is used throughout this document to include the Association, SPM and its Management, members, directors, officers, agents, and employees.

1. Acknowledgement of Risks: The Camper hereby acknowledges and agrees that the use of the facility operated by Strawberry Park ("Strawberry Park") has inherent risks. The Camper fully recognizes and appreciates the dangers inherent with Strawberry Park activities, including but not limited to the use of the facilities including but not limited to the exercise room, bikes and pools ("Facilities); fishing, hiking and other resort related activities that occur at or near the water or in nature. Camper is assuming the hazard of risk to Camper since Camper desires to use facilities at Strawberry Park. Camper realizes that Camper is subject to injury from these activities and that no form of pre-planning can remove all of the danger to which Camper is being exposed. Camper further represents and warrants to Strawberry Park that Camper has full knowledge of the nature and extent of all risks associated with activities at Strawberry Park 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, swift water hazards, drowning, the possibility of slips and falls, pinches, scrapes, crushing or jolts that could result in lacerations, fractures, or even more severely debilitating or life-threatening hazards. Camper understands 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 Strawberry Park, injuries resulting from the actions, omissions or negligence of Strawberry Park or others; blatant or apparent defects or conditions in equipment or property supplied by Strawberry Park; injuries resulting from the physical condition or actions, omissions, negligence in any degree of Camper; 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 Campers of Strawberry Park's facilities and activities; injuries resulting from contact with Strawberry Park's facilities including but not limited to stairs, doors, counters, windows, arcade games, and furniture whether permanently or temporarily in place; first aid, emergency treatment or other services rendered by Strawberry Park or others; and there is also the possibility that by 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. Camper understands that Strawberry Park does not guarantee their personal health or safety at any point during my use of Strawberry Park's facilities, nor does it protect me against risk of loss of my personal property. Camper understands that Strawberry Park does not assume responsibility for the actions of others, for events that are not part of Strawberry Park, or that are beyond the control of Strawberry Park or its contractors, or for situations that may arise due to the failure of the Camper to disclose pertinent information.

Releases, Indemnification and Covenant Not to Sue: Camper voluntarily releases and forever discharges and covenants not to sue Strawberry Park 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 Camper's stay at Strawberry Park or participation in any Strawberry Park activity, including, but not limited to any and all negligence, of Strawberry Park, its members, directors, officers, agents, and employees, and all other persons or entities associated with it, for any and all injury, death, illness or disease, and damage to Camper or Camper's property. Camper further agrees, promises and covenants to hold harmless and to indemnify Strawberry Park, its members, directors, officers, agents, and employees, and all other persons or entities associated with it against all damage which Camper may negligently or intentionally cause to spectators or other third parties in the course of Camper's participation in any Strawberry Park activity. Camper further agrees, promises and covenants not to use, assert or otherwise maintain any claim against Strawberry Park, its members, directors, officers, agents, and employees, and all other persons or entities, for any injury, death, illness or disease, or damage to Camper or Camper's property, arising from or connected to Camper's participation in any activity or from any claims asserted against Camper by spectators or other third parties. By agreeing to make a reservation, Camper fully recognizes that if anyone is hurt or dies, or property is damaged while Camper is in Strawberry Park's facilities or on its property, Camper will have no rights to make any claim or file a lawsuit against Strawberry Park, its members, directors, officers, agents, or employees, or any other persons or entities associated with Strawberry Park even if Strawberry Park or its members, directors, officers, agents, or employees or other persons or entities associated with Strawberry Park negligently caused the bodily injury or property damage.

RECREATION ACTIVITY RELEASE - As a participant in a RECREATION ACTIVITY, Camper is responsible for acting within the limits of their ability and heeding all warnings regarding participation in the activity. Campers will maintain control of themselves and any equipment while participating in the activity and will refrain from acting in any manner that may cause or contribute to injury to myself or others. Camper agrees to hold Strawberry Park, their members, directors, officers, agents, and employees harmless from any claim for loss or injury that may be alleged to have been caused directly or indirectly to any person or thing by the act of other persons while participating in the recreation activity, and Camper further agree to hold the aforementioned parties harmless from any claim for our personal property or person, whether such loss, theft, damage, death or injury, be caused or alleged to be caused by the negligence of Strawberry Park, or any of the parties aforementioned, or by the negligence of any other person, or any other cause or causes.

EQUIPMENT RELEASE - Camper is aware that there is no team member on duty, and Camper agrees that when using any equipment of the property, Camper does so at their own risk, in accordance with posted instructions. Camper agrees and understands that if Camper does not know how to use the equipment or understand the posted instructions, the Camper must ask for assistance. Camper agrees to hold Strawberry Park, their members, directors, officers, agents, and employees harmless from any claim for loss or injury that may be alleged to have been caused directly or indirectly to any person or thing by the act of other persons, while using the Equipment and Camper further agrees to hold the aforementioned parties harmless from any claim for our personal property or person, whether such loss, theft, damage, death or injury, be caused

or alleged to be caused by the negligence of Strawberry Park, or any of the parties aforementioned, or by the negligence of any other person, or any other cause or causes.

DOG PARK RELEASE - Camper agrees to indemnify and hold Strawberry Park and Peregrine Property Management LLC, their members, directors, officers, agents, and employees harmless from any claim for loss or injury that may be alleged to have been caused directly or indirectly to any person or thing by the act of other persons, owners, guardians and/or their dog(s) while in the dog park or anywhere on Strawberry Park property, and Camper further agrees to hold the aforementioned parties harmless from any claim for loss of our dog(s) by disappearance, theft, death or otherwise, and from any claim for damage or injury to our dog(s), whether such loss, disappearance, theft, damage or injury, be caused or alleged to be caused by the negligence of Strawberry Park, or any of the parties aforementioned, or by the negligence of any other person, or any other cause or causes.

PHOTO RELEASE - Camper acknowledges that Strawberry Park and Peregrine Property Management LLCight use their photos and likeness in all forms and media for advertising purposes. Camper certifies that they are the parent and/or guardian of the Minor campers/guests, registered on their site. Camper further certifies the subject(s) is an infant/minor under the age of eighteen (18) years. Camper understands they are entitled to no compensation. Camper releases Strawberry Park and or the photographer from all forms of claims and liability related to my photo usage. Camper waives any right to inspect or approve the finished photos that may be used.

- 3. Acknowledgment of Effect of This Release Agreement: Camper understands and acknowledges that Camper has given up certain legal rights and/or possible claims which Camper might otherwise assert or maintain against Strawberry Park and Peregrine Property Management LLC, its members, directors, officers, agents, 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 Strawberry Park, its members, directors, officers, agents, or employees or any other persons or entities. Camper understands and acknowledges that Camper has assumed the responsibility and LEGAL LIABILITY for the claims or other legal demands, including defense costs, which may be asserted by third parties against Camper as a result of Camper's use of Strawberry Park.
- 4. Participant Insurance Benefits and Representation of Physical Condition: Camper understands and acknowledges that no medical insurance benefits will be provided to Camper for Injuries occurring while Camper is using Strawberry Park. Camper certifies that Camper has sufficient health, accident, and personal liability insurance to cover bodily, property damage, or any consequences resulting from Camper's participation in Strawberry Park's activities. If Camper has no such insurance, Camper certifies that Camper is capable of personally paying for any and all expenses or liability. Camper further acknowledges that the Camper 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 Strawberry Park.
- 5. Consideration: In consideration of this agreement, Strawberry Park will permit Camper to participate in Strawberry Park's activities, subject to Camper's compliance with all Strawberry Park Rules, Regulations and Safety Policies, which may be amended from time to time. It is the responsibility of the Camper to request and inspect all such Rules, Regulations and Policies. Strawberry Park retains the right to deny entrance to its facilities or participation in its activities, to anyone at its sole discretion.
- 6. Acknowledgement of Responsibility: Camper consents to medical treatment in the event of injury, accident and/or illness during their use of Strawberry Park. In the event, Camper is injured or becomes ill while participating in this during use of Strawberry Park, Camper understands and agrees that they will accept responsibility for any medical bills, including copayments and deductibles. In the event, Camper is injured, or my property is damaged as a result of their use of Strawberry Park, Camper will not seek reimbursement from Strawberry Park. If while using Strawberry Park, Camper causes harm to another person or another person's property, Camper accepts sole responsibility for their actions and indemnifies Strawberry Park and holds it and its members, directors, officers, agents, and employees harmless therefrom.
- 7. Minor Aged Child(ren): Camper understands and agrees on behalf of their child that their child(ren) share(s) the responsibility for the safety of Strawberry Park activities, and Camper personally assumes on behalf of their child(ren) that responsibility. Camper understands and certifies that their child(ren)'s participation in Strawberry Park's activities is completely voluntary and that Camper has become familiar with the activities in which their child(ren) may participate. Camper, on behalf of the minor aged child(ren), voluntarily releases and forever discharges and covenants not to sue

Strawberry Park, and all other persons or entities affiliated therewith, from any liability, claims, demands, actions, or rights of action, which are related arise out of or are in any way connected with Camper's and their child(ren)'s stay at Strawberry Park or participation in any Strawberry Park's activity, including, but not limited to any negligence, of Strawberry Park agents, workers, directors and employees, and all other persons or entities associated with it, for any injury, death, illness or disease, and damage to Camper's child(ren) or Camper's child(ren)'s property.

The COVID-19 pandemic has infected much of the world. This agreement will hold Strawberry Park and Peregrine Property Management LLC, its agents, workers, directors and employees, and all other persons or entities associated with it harmless in the event a camper develops a COVID-19 infection while visiting Strawberry Park.

Camper understands that this constitutes the entire agreement between Camper and Strawberry Park, its agents, workers, directors and employees, and all other persons or entities associated with it, and that it cannot be modified or changed in any way by the representations or statements of Strawberry Park, its agents, workers, directors or employees or by Camper. Camper and Parents/Guardians have read this entire document in full, understand it completely, and agree to be bound by its Terms. This Waiver and Release is a Connecticut contract and the Camper consents to the jurisdiction and venue for any action relating to this Waiver and Release in New London County, Connecticut regardless of the Camper's residence or domicile.

Camper expressly agrees that this release is intended to be as broad and inclusive as permitted by the laws of Connecticut, in the United States of America, and that this release shall be governed by and interpreted by the laws of Connecticut. Camper agrees that if 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. Camper understands and accepts the risks; Camper understands and agrees to abide by the code of conduct; and Camper accepts responsibility for injury to themselves, their own property; and harm to others that Camper has caused. Camper acknowledges and represents that: (A) Camper has read the foregoing release, understand it, and agree to it voluntarily as their own free act and deed; (B) No oral representation, statements or inducements, apart from the foregoing written agreement, have been made; (C) Camper is at least eighteen (18) years of age and fully competent; and (D) Camper executes this release for full, adequate and complete consideration fully intending to be bound by same.

Print:			
Signature:			
Site:			
Date:			