

AGREEMENT, RELEASE AND WAIVER OF LIABILITY

PLEASE READ CAREFULLY!

THIS IS A CONTRACT THAT AFFECTS YOUR LEGAL RIGHTS

This AGREEMENT, RELEASE AND WAIVER OF LIABILITY is made on the ____ day of _____, 2022 by and between Snowbird Landing, LLC (the “RESORT”) and _____ (name 1) and _____ (name 2) (together, the “GUESTS”).

RENTAL AGREEMENT: RESORT agrees to rent to GUESTS Campsite No. _____. The rental term shall be on a month-to-month basis, which may be terminated at any time by RESORT and by GUESTS upon seven (7) days’ notice. RENT is \$575.00 per month for use of the assigned campsite, which authorizes the GUESTS, their RV and the below listed two vehicles to be at the RESORT during the term of this AGREEMENT.

GUEST RV: _____

VEHICLE 1: _____

VEHICLE 2: _____

Pro-rate for mid-month arrivals/departures is \$200/1 week, \$375/2 weeks, 475/3weeks and \$575/4 weeks. Once monthly rent is paid, there will be no refund.

Upon execution of this AGREEMENT, RELEASE AND WAIVER OF LIABILITY, the GUESTS shall prepay RENT in the amount of \$575.00, which is for 1(one) month plus a \$100.00 processing fee. Thereafter, all RENT payments shall be due on the FIRST DAY OF THE MONTH for that month. Late payments are subject to a 10% penalty fee on the entire amount due. Payment must be made at: 3300 CR 122, Marble Falls, TX 78654 either in cash, by money order, cashier’s check, credit card (with fees), or by Venmo, Zelle, or Cash App. THE RESORT DOES NOT ACCEPT PERSONAL CHECKS. Payments made by credit card are subject to a three percent (3%) convenience fee.

RESORT RULES: We, the GUESTS agree to read and comply with all RULES in this AGREEMENT and in the separate **RULES AND REGULATIONS** document that has been provided to me. We, the GUESTS, acknowledge receipt of the RULES AND REGULATIONS.

1. AUTHORIZED VEHICLES & OCCUPANTS: Only (1) RV, (2) vehicles, and 2 occupants allowed to stay at the site are those listed in this AGREEMENT. Any changes must be authorized by RESORT.
2. INSURANCE: GUESTS agree to carry their own liability and comprehensive insurance and vehicle registration during the term of this AGREEMENT and will furnish proof of insurance to RESORT if requested.
3. VISITORS: The GUESTS may host two (2) free visitors per day. Each visitor must register and display a pass; must park their vehicle as determined by RESORT at the GUESTS’ assigned site or Guest Parking and must always be in the company of the

GUESTS. Each additional visitor beyond two (2) must be approved in advance by RESORT. A visitor is not allowed to stay overnight unless authorized by RESORT. The RESORT reserves the right to charge for an overnight visitor.

4. EXTRA VEHICLES: A boat, trailer, motorcycle, golf carts, or any other vehicle beyond two VEHICLES per site are subject to a \$50.00 per month storage fee. No generators, 4 wheelers, 3 wheelers, or ATVs are allowed. All vehicles require proof of insurance and valid registration and must be in name of site occupant. All vehicles must be licensed, inspected and in good working order.
5. UTILITIES: Sewer hook-up are available for paying guests only. No chemicals may be used in your RV tanks. Water hookup is available at the site. During the winter months, GUESTS are responsible for keeping the water hose from the spicket to their RV thawed. RESORT shall be responsible only for the water line up to the spicket. A 30-amp and a 50-amp electrical receptacle is available at each site. Trash service is also provided. At this time we do not provide internet services, but there is a provider in the area.
6. APPEARANCE: To help maintain a certain standard of appearance, the RESORT limits vehicle age for extended stay (longer than 2 weeks). Without prior approval, an RV more than 10 years old is not permitted for extended stay. All RVs must be in good condition, washed on a regular basis, and well maintained. Pop-up trailers, pickup campers, tents, and sleeping outdoors are strictly prohibited. GUESTS are not authorized to erect or build anything at the RESORT. All campsites shall always remain neat and orderly in the opinion of the RESORT. No tarps are allowed on any campsite. Storage of material of any type under a vehicle is strictly prohibited unless complete skirting is in place (skirting must be approved by owner. All campsites must remain free from trash, detritus, and unused items other than a patio table, chairs, BBQ grill, and awning. Awnings must not be anchored with stakes or anything penetrating the ground. Damage to sewer, electrical or water lines are subject to a \$100 fee plus the cost to repairs. Consider cinder blocks to anchor the awning. The RESORT reserves the right at any time to ask GUESTS to remove any item or to remove or disassemble anything built or erected at a campsite.
7. PARK POLICIES: Drive only on gravel road, 10 MPH speed limit, Quiet time is 10 PM to 8 AM, no loud music at any time, trash is to be kept in the RV or put in the dumpster. At the discretion of the RESORT, if your behavior presents a danger or nuisance to other guests, you will be asked to leave immediately without refund or credit of any kind. Fireworks are prohibited. Fires may only be built in firepits and must be approved by RESORT. Signs or flags must be approved by RESORT. Crossing the fence to the railroad track is prohibited.
8. PET POLICY: Only dogs or cats are allowed on RESORT property. All pets must be up to date on all vaccines. Pets are welcome, however, we want everyone to enjoy their stay at the park. Dogs or cats of any breed that are hostile or aggressive will be asked to leave the park with their owner, with no refund or credit. No aggressive breeds allowed. No excessive barkers. No more than one dog over 50lbs allowed per site. No more than 2 dogs or cats allowed per RV site. Residents must clean up after their pet immediately and dispose into waste. All dogs must be kept on leashes at ALL times when outside of vehicle or RV. Do not leave pet unattended or tied. Guest agrees to the use of a

temperature control system to ensure animal safety from any harsh weather conditions. Pet “messes” and constant barking is disruptive to other residents. If your pet is too vocal, feces is not cleaned up, or your pet is a danger to others (any of the above), you may be asked to leave and terminate your stay without a refund or credit of any kind. Guests are responsible for all property damage and/or personal injuries resulting from their pet. Guests agree to indemnify and hold harmless, the RESORT, its owners, and its operator from all liability and damage suffered as a result of the guests’ pet. The park reserves the right to charge guest accounts commensurate to the cost of such damages and/or repairs.

RELEASE AND WAIVER OF LIABILITY: GUESTS DO HEREBY RELEASE AND FOREVER DISCHARGE AND HOLD HARMLESS, THE RESORT, ITS OWNERS, EMPLOYEES, MANAGERS, AGENTS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL LIABILITY, LOSS, DAMAGES, COSTS, CLAIMS, DEMANDS, AND CAUSES OF ACTION OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY, WHICH ARISES OR MAY HEREAFTER ARISE FROM OR RELATED TO THIS AGREEMENT, THE GUESTS’ STAY AT THE RESORT, OTHER GUESTS OR VISITORS AT THE RESORT, USAGE OR PRESENCE AT THE RESORT, OR EXCLUSION FROM THE RESORT. THIS RELEASE AND WAIVER OF LIABILITY EXTENDS TO ANY AND ALL CLAIMS THAT GUESTS MAY HAVE AGAINST THE RESORT WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE OR PROPERTY LOSS THAT MAY RESULT MAY OCCUR AT THE RESORT OR FROM THE GUESTS’ PRESENCE OR PARTICIPATION IN ANY ACTIVITY AT THE RESORT. THIS RELEASE AND WAIVER OF LIABILITY INCLUDES ANY AND ALL LIABILITY, LOSS, DAMAGES, COSTS, CLAIMS, DEMANDS, AND CAUSES OF ACTION OF WHATEVER KIND OR NATURE CAUSED BY THE NEGLIGENCE OF THE RESORT, ITS OWNERS, EMPLOYEES, MANAGERS, AGENTS, SUCCESSORS AND ASSIGNS .

ASSUMPTION OF THE RISK: GUESTS UNDERSTAND THAT USE OF THE RESORT AND PARTICIPATION IN ANY ACTIVITIES AT OR ON THE RESORT GROUNDS REQUIRES THE ASSUMPTION OF CERTAIN RISKS THAT NO AMOUNT OF CARE, CAUTION, INSTRUCTION, OR EXPERTISE CAN ELIMINATE. THESE RISKS INCLUDE BUT ARE NOT LIMITED TO: SLIPPING ON WET SURFACES; EXPOSURE TO CHLORINE AND OTHER WATER CLEANSING AGENTS; COMING INTO CONTACT WITH WILDLIFE, INSECTS AND OTHER BUGS, OTHER GUESTS AND THEIR VISITORS; GETTING ENTANGLED IN NETS, ROPES, AND HARDWARE ON CERTAIN AMUSEMENTS; USE OF DEFECTIVE EQUIPMENT; STRIKING OR COMING INTO CONTACT WITH FRICTION SURFACES; WALKING/RUNNING/BICYCLING ON WET, LOW FRICTION, SOFT/FLEXIBLE, AND UNEVEN SURFACES; WALKING WITHOUT FOOTWEAR IN PARTICIPATING IN CERTAIN ACTIVITIES; WALKING/RUNNING/BICYCLING ON UNEVEN AND UNPAVED NATURAL SURFACES; COMING INTO CONTACT WITH FISHING HOOKS AND OTHER FISHING EQUIPMENT; BEING STRUCK BY BATTED, THROWN OR PROJECTED BALLS, HORSESHOES, AND OTHER SPORTING

EQUIPMENT; ALL OF WHICH CAN RESULT IN BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH OR PROPERTY DAMAGE.

THE GUESTS FURTHER UNDERSTAND THAT HE/SHE ASSUMES SUCH RISKS WHILE PARTICIPATING IN THE ABOVE-MENTIONED ACTIVITIES AND USING THE RESORT. GUESTS ALSO UNDERSTAND THAT DUE TO THE PARK'S NATURAL SETTING, THERE IS A RISK OF COMING INTO CONTACT WITH NATURAL ELEMENTS INCLUDING BUT NOT LIMITED TO WILD ANIMALS; INSECTS; AND POISONOUS PLANTS, ALL OF WHICH CAN CAUSE BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH OR PROPERTY DAMAGE, AND GUESTS FURTHER UNDERSTAND THAT HE/SHE ASSUMES SUCH RISKS WHILE ON THE PROPERTY AT THE RESORT. GUESTS ALSO UNDERSTAND AND ACCEPT THAT SURFACE CONDITIONS ON ROADS, PARKING LOTS, WALKWAYS, STAIRS, AND ANY OTHER AREA EXPOSED TO THE ELEMENTS OF NATURE SUCH AS SNOW, RAIN, SLEET, HAIL, ICE, MOSS, ALGAE, AND MUD OR LOOSE GRAVEL, SUCH THAT WALKING OR OTHER ACTIVITIES MAY BECOME DANGEROUS. GUESTS FREELY ASSUME ANY AND ALL SUCH RISKS, INCLUDING THE RISK OF ANY NEGLIGENCE OF THE RESORT. THE GUESTS HEREBY EXPRESSLY AND SPECIFICALLY ASSUME THE RISK OF INJURY OR HARM ARISING OR RESULTING FROM THEIR USAGE OF OR PRESENCE ON THE RESORT AND IN ANY ACTIVITIES AT THE RESORT AND IN COMING INTO CONTACT WITH NATURAL ELEMENTS AND RELEASES RESORT, ITS OWNERS, EMPLOYEES, MANAGERS, AGENTS, SUCCESSORS AND ASSIGNS FROM ALL LIABILITY FOR INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE RESULTING FROM SAME.

OTHER: GUESTS expressly agree that this AGREEMENT, RELEASE AND WAIVER OF LIABILITY is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that this AGREEMENT, RELEASE AND WAIVER OF LIABILITY shall be governed by and interpreted in accordance with the laws of the State of Texas. GUESTS 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.

GUESTS hereby acknowledge, accept and agree to be bound by this AGREEMENT, RELEASE AND WAIVER OF LIABILITY and REPRESENT AND WARRANT TO the RESORT that the GUESTS have a full understanding of this AGREEMENT, RELEASE AND WAIVER OF LIABILITY and the legal obligations and limitations created by the GUESTS' acceptance of it.

GUEST 1 SIGNATURE: _____

Print Name: _____

GUEST 2 SIGNATURE: _____

Print Name: _____