

MOUNTAIN MEADOWS

M

CAMPGROUND



13500 Parker Road, Holland, NY 14080

716-457-3116

www.mountainmeadowspark.com

mountainmeadowspark@gmail.com

Campground Policies & Waivers

UPDATE 09/2022



TABLE OF CONTENTS

Section 1 General Campsite

Section 2 Fees, Fines, and No Stay Policy

Section 3 Speed Limit and Traffic Safety

Section 4 Golf Carts and Vehicles

Section 5 Campsites & Recreational Vehicles

Section 6 Child Supervision

Section 7 Visitors Section

Section 8 Firewood

Section 9 Pump-outs

Section 10 Pets

Section 12 Security and Conduct

Section 13 Water & Boat Safety

Section 14 Waivers

Section 15 Signature Pages and Acknowledgments

Enforcement of our park policies is not optional and will be enforced. Please sign and email back this page, pool liability and animal waiver liability (if applicable) pages upon reviewing prior to your stay at the campground.

Information Regarding Mountain Meadows:

Please find us on:

Facebook: Mountain Meadows Express

Telegram: Mountain Meadows

Mountain Meadows Security: 716-457-3116

Emergency Numbers: 911

Ambulance: 911

Fire: 911

AMENDMENT TO MOUNTAIN MEADOWS
RULES AND REGULATIONS
(UPDATED 09/2023)

Section #2

2.) to be deleted. Electricity is included in 2023 Camping Season Rate.

Section #8

1.) to be deleted.

Section #9

2.) Emergency Pump Outs. Fee to be amended to \$40. Mountain Meadows has a thorough procedure to ensure that ALL sites that sign up for pumping get pumped. It is common for lights showing tank levels are incorrect. If your tank is clogged inside your RV it will also appear to be full. The \$40 fee is charged regardless of the situation unless we do find that we in fact did not pump your unit and you signed the sheet.

Section #1 • General Campsite

- 1.) Use of the campsite and common area is for camping and related recreational purposes only.
- 2.) The official camping season is May 15th until October 15th. Anyone entering the parks during winter months is doing so at their own risk.
- 3.) Campsite shall not be a permanent residence or home site. No daily postal mail will be sent.
- 4.) Each campsite shall be maintained by the occupant and the appearance must be suitable to the conditions of the camping community. Occupants must correct the appearance of the site within one week or a fine will be imposed and there will be a violation of the lease agreement.
- 5.) Management has the right to enter campsites for repairs and tree work without notice.
- 6.) It is the responsibility of the site renter to maintain all hoses and connections in a safe and tight manner so the cords do not interfere with safety and sewage does not leak onto the ground.
- 7.) No vehicle shall extend into any roadways or be parked on campsites that are not rented by the renter. Guests may use parking lots near Mountain Meadows Lodge, no parking on vacant sites.
- 8.) No open fires of any kind are permitted except within a contained fire area. All fires are to be attended and extinguished upon completion.
- 9.) No burning of any items that will give off toxic fumes, no burning of pallets.
- 10.) No hunting, trapping or uses of firearms at any time are permitted.
- 11.) Drug Activity and disorderly contact is not permitted on the property. Management has the right to remove such persons from the premises who do not adhere to park rules.
- 12.) There shall be no offensive activity on the property which may become a nuisance to others.
- 13.) No structure is permitted to be built on any premises without the permission of management.
- 14.) All decks must be pretreated lumber. Sheds must meet site requirements, check with management.
- 15.) Quiet hours are strictly enforced from 11pm to 8am.
- 16.) The site renter is responsible for the actions of their guests. They will be fully accountable for damages, breaking rules and vandalism.
- 17.) Fireworks and firearms of any kind are prohibited.
- 18.) No trampolines or motorized scooters of any kind permitted. Portable pools must be emptied after use.
- 19.) Only 2 vehicles per site and one golf cart per site.
- 20.) No destruction of grass, fines will be imposed depending on damage.
- 21.) One recreational vehicle permitted per site.
- 22.) The use of outdoor clotheslines is prohibited.
- 23.) No nails in trees for any reason.
- 24.) No trash is to accumulate on the site; dumpsters are available for household trash only maximum 3 bags per week. All items must be bagged and tied.
- 25.) No items that present a health hazard should be kept on site.
- 26.) No littering or disposal of any garbage in the lake or around the park fine will be imposed.
- 27.) Furniture or large appliances shall not be disposed of on the campgrounds and a fine will be imposed.
- 28.) Mountain Meadows Lodge can be rented for private events please call for details.

29.) An owner must be present on site when guests are visiting. Sub-letting is prohibited.

Section#2 • Fees and no pay no stay policy

- 1.) All site renters with an outstanding balance after May 15th will not be permitted to enter their camper and will be locked out, unless there are special extenuating circumstances. Accounts must be current and paid by deadlines.
- 2.) Security deposits for all new campers will be required when reserving their spot of \$150. Deposit will be returned when camper discontinues camping and all items are removed from campsite without any damage to site.
 Fines will be imposed on the person(s) who refuse to comply with park rules and policies. Fines vary according to nature and severity of infractions. * First offense –1st written warning * Second offense–2nd written warning with a \$50 fine. * Third offense 3rd written warning and \$100 fine. We have three strikes and you are out of the park rule. All offenses depend on severity. If the offense is deemed severe enough by management they have the right to evict immediately without refund and a no tolerance policy.

Section # 3 • Speed Limit & Traffic Safety

- 1) Maximum speed in the park is 5 miles per hour. High volume areas are 3 miles per hour.
- 2) Unlicensed drivers shall NOT operate any motor vehicles in the campground.
- 3.) Driving must follow New York State vehicle and traffic laws, all stop signs and speed limits will be enforced. This includes golf carts and others.
- 4.) Anyone found speeding, driving reckless or in violation of these guidelines will be given a written notice for the first offense. The second offense will result in a fine. The third offense will result in a fine and eliminating use of the golf cart or vehicle on the campground. A golf cart will be asked to be removed from the premises. If children under the age of 18 without a driver's license are found to be driving a golf cart they will immediately lose the privilege of having a golf cart at the campground.
- 5.) No all terrain vehicles permitted. No mini-bikes, go karts, motorized scooters or similar vehicles permitted. All other vehicles must be operated in accordance with New York State laws.
- 6.) No riding on hoods, trunks, backs of trucks or other places that would not be permitted on NYS roads.
- 7.) No major vehicle repairs to be done in campgrounds.
- 8.) All passengers of vehicles, including golf carts must be seated. No riding on hoods, fenders or anywhere else that has not been manufactured for seating.

Section # 4 • Golf Carts at Mountain Meadows Park

- 1.) All golf carts must be insured. Proof of insurance is required please email insurance card information prior to May 15th. Updated copies must be submitted at the start of the season.
- 2) All drivers must be licensed and 18 years of age or older. Written warning will be given without a driver's license. If there are three golf cart offenses in one campsite they will need to be removed from the campground for the remainder of the current year.
- 3) All golf carts will need to have your site number on them; this number will be used to identify the golf cart, it is then up to you to make sure you apply it visibly to the golf cart. Numbers should be 3 inches or larger.
- 4) All golf carts must be equipped with proper lighting for night safety, must have headlights and tail lights or reflectors. Inspections will be performed.

5.) Anyone found speeding, driving reckless or in violation of these guidelines will be given a warning for the first offense. The second offense will result in a fine or will be charged. The third offense the golf cart will need to be removed from the campground for the remainder of the current year.

Please Read

If there is a third offense with a camper's golf cart it will result in golf cart privileges being terminated for the current year, and golf carts will need to be removed from the park, until the following year

Section # 5 • Campsites/Recreational Vehicles

- 1.) All units must be insured with proper documentation emailed prior to May 15th..
- 2.) Management is not responsible for theft, vandalism or random acts of nature.
- 3.) Only two adults and three children or less are included in the seasonal price. Children are considered unmarried and under the age of 17. Children under 3 are free.
- 4.) You are responsible for your site. This includes and is not limited to, maintaining grass cutting and ensuring the site is left clean and presentable. If grass/weeds becomes 6 inches or more staff will cut the lawn for a service charge of \$40 minimum charged to the site.
- 5.) You must park at your own site. Parking on vacant sites is not permitted.
- 6.) Campfires must remain at a controllable level. They must never be left unattended, and have to be put out before retiring for the night. No large campfires, no fires on windy days, and no fires in the woods in extremely dry conditions.
- 7.) Only one picnic table allowed per site, do not move tables. If you need an extra please let us know in advance, and we will try our best to deliver one.
- 8.) Tables are provided as a convenience, do not abuse them. Please report any tables that need repair. Consider using tables' cloths and other protections for the tables.
- 9.) Anyone caught defacing tables will be given a written violation and fined.
- 10.) Do not tie anything to trees, pets, clothes lines etc.
- 11.) Do not drive nails or anything into the trees.
- 12) Do not dig holes into the ground for any reason.
- 13.) Owner must follow winter maintenance protocol.

Section #6 • Child Supervision

- 1.) Children are to be supervised at all times, by an adult 18 years of age and older. Parents and guardians are fully responsible for their children, they must be aware of where their children are and what they are doing at all times. No child under the age of 18 years may spend the night without an adult present.
- 2.) Children under the age of 10 are not permitted in public restrooms without supervision.
- 3.) Swimming is only permitted during pool hours only. Child supervision is acceptable if the person supervising is 12 years of age or older. A swimming waiver will need to be signed.
- 4.) Children must be back at their site by 10:00pm, and shall remain there until 8 am the next morning. This includes ages up to 17 years of age. Any children found wandering from the site will be escorted back immediately. Parents held responsible and given a written warning. A second offense will result in an automatic fine of \$50 and written warning.
- 5.) All children must wear helmets when on bikes.
- 6.) Note that all amenities including and not limited to petting zoo, playgrounds, and courts are open from 9 am until dark. No entry permitted otherwise.
- 7.) If your child is under the age of 12 years it is required that a parent be present to sign them out at the end of an event. If a parent fails to pick up their child it

will result in a warning for the first occurrence. A second occurrence will result in a written offense. After a third offense a child may lose the privilege of participating in activities.

9.) If a child displays disrespect to the activities director or other peers, parents will be contacted immediately and the child will be removed from the activity. Mountain Meadows reserves the right to ban children from activities for consistent disrespectful behavior.

Section # 7 • Visitors

- 1) All Seasonal campers are responsible for their visitors. This may include, but is not limited to, poor behavior, vandalism or any other circumstances that are not permissible on the campgrounds. Any visitors causing a disturbance will be asked to leave immediately, and may result in termination of the seasonal site as well. Termination of site is contingent upon severity of the incident.
- 2) All seasonal guests will be given "Guest Passes" for visitors. All visitors must register at the Mountain Meadows Lodge.
- 3.) No seasonal sites shall be sublet. If we become aware that two families are sharing a site, the trailer will be removed off site, and both parties evicted.

Section # 8 • Firewood

- 2) Firewood may be purchased at the store.

Section # 9 • Pump-outs

- 1) Sign up for Pump out are on Sunday at the Sweet Meadows Market. All pumps will be completed by Wednesday.
 - 2) Emergency Pump outs are an additional cost of \$40 required when service is ordered. Any pump-outs needed Friday to Sunday, or holidays will be charged the emergency rate.
- Mountain Meadows has a thorough procedure to ensure that ALL sites that sign up for pumping get pumped. It is common for lights showing tank levels are incorrect. If your tank is clogged inside your RV it will also appear to be full. The \$40 fee is charged regardless of the situation unless we do find that we in fact did not pump your unit and you signed the sheet.

Section # 10 • Pets

- 1.) Pets are permitted, as long as they are never left unattended.
- 2.) Dogs must be kept leashed at all times. Leash length not to extend more than 10 feet from the edge of the site.
- 3) Copy of shot records must be emailed prior to pet being brought to camp.
- 4) No animals, livestock, or exotic animals are to be kept on a campsite.
- 5.) Household pets are permitted, must be secured on a leash, and are not allowed within enclosed public areas.
- 6.) Pets are not permitted in swimming areas or surrounding beach areas or high volume areas.
- 7.) If a pet is barking or howling to disturb campers a violation will be given. If there are three violations the pet will lose the privilege of camping.
- 8.) If a pet bites or nips (people or pets), this results in immediate removal of the pet from the campground.
- 9.) Owner must clean up after their own pet at their campsite and at the dog park.



All Recreational Park

- 1.) All areas should be respected. Any vandalizing the facilities will be prosecuted.
- 2.) No one is allowed to sell or have for sale signs without consent of management.
- 3.) Beach and pool rules must be obeyed; they are posted at the beach and pool area.
- 4.) Absolutely no diving, swimming only in designated areas within designated times, and not in inclement weather.
- 5.) No smoking permitted in public areas.

Security & Conduct Security

Mountain Meadow personnel are here to protect and ensure the well being of all campers. They are also here to enforce our park rules, security will be respected and acknowledged. They are allowed to go on campers premises if there is a violation of the policies. If there is an incident that you feel is unjust please email management, everything is kept confidential. There shall be no illegal activity of any kind, this includes firearms, drugs etc. Please report any activity that does not seem suitable for upholding the laws of NYS. **Security Direct Line: (716) 457-3116**

Water Safety

POOL RULES HAVE SEPARATE WAIVERS THAT MUST BE SIGNED AND ACKNOWLEDGED. THESE SEPARATE WAIVERS WILL ALSO BE KEPT IN YOUR FILE. IT IS YOUR RESPONSIBILITY TO OBTAIN THESE WAIVERS. YOUR VISITORS MUST ALSO SIGN A SEPARATE WAIVER.

- 1.) No swimming when the beach or pool are closed.
- 2.) No running, jumping, horseplay, foul language of any kind.
- 3.) Children under 12 require adult supervision, no exceptions.
- 4.) No glass containers permitted near water or surrounding areas.
- 5.) Pets not permitted on the beach or pool or surrounding area. There is a pond at the dog park.
- 6.) In case of rain, thunder/lightning beach and water must be cleared for a minimum of one hour.
- 7.) No excessive music or noise permitted on the beach or pool.
- 8.) No diving.
- 9.) No vehicles allowed on the beach/sand area.
- 10.) No alcohol consumption or intoxication while swimming.
- 11.) No motorized boats allowed.



Pool Waiver And Release Of Liability

IN CONSIDERATION OF the risk of injury that exists while participating in swimming (hereinafter the "Activity"); and

IN CONSIDERATION OF my desire to participate in said Activity with no lifeguard and being given the right to participate in same;

IN CONSIDERATION OF children under the age of 18, must be accompanied by an adult to participate in said Activity.

I HEREBY, for myself, my heirs, executor, administrators, assigns, or person representative (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is (under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and herby waive any and all right, claims or causes of action of any kind arising out of my participation in the Activity; and

I HEREBY release and forever discharge Fiboo LLC dba Mountain Meadows, located at, 13500 Parker Road, Holland, NY 14080, their affiliates, managers, members, agents, attorneys, staff, volunteers, heir, representatives, predecessors, successors and assigns (collectively "Releasees"), from any physical or psychological injury that I may suffer as a direct result of participation in the aforementioned Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THE ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJRIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION. NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.

I FURTHER ACKNOWLEDGE that Releasees are not responsible for error, omissions, acts or failure to act of any party or entity conducting a specific event or activity on behalf or Releases. In the event that I should require medical care or treatment, I authorize Fiboo LLC dba Mountain Meadows, to provide all emergency medical are deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I FURTHER ACKNOWLEDGE that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and properly trained, and I agree to abide by the decision of the Fiboo LLC dba Mountain Meadows official or agent, regarding my approval to participate in the Activity.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY, I EXPRESSIVELY AGREE TO RELEASE AND DICHARGE FIBOO LLC DBA MOUNTAIN MEADOWS AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING LEGAL ACTION AGAINST FIBOO LLC DBA MOUNTAIN MEADOWS FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit release for ordinary negligence, this release is also for such negligence on the part of Fiboo LLC dba Mountain Meadow, its agents and employees.

I agree that this Release shall be governed for all purposed by New York State law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the even that any damage to equipment or facilities occurs as a result of my or my family's or my agent's willfully actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OR MY PARTICIPATION IN THE ACTIVITY DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

SIGNATURE

DATE

NAME PRINTED

CAMPSITE #



Release of Liability and Indemnification Agreement (For Pet/Animal Owners)

I acknowledge that I voluntarily have brought a dog or other animal (collectively, "animal(s)") onto Mountain Meadows property. I agree to pick up after my animal(s) and dispose of all waste in appropriate containers.

I agree to maintain control of the animal(s) by an adequate leash at all times while on Mountain Meadows property. The length of the leash must be no longer than that which is reasonably necessary to prevent the animal from chasing, attacking or coming into uninvited contact with any person, animal or vehicle.

I understand that being physically present on Mountain Meadows property with my animal(s) necessarily involves risks of injury to me, to other people, to my animal(s), and to other animals, as well as risks of harm to the personal property of others. I understand all of these risks are entirely my responsibility. I expressly and voluntarily assume all such risks, loss, damages, or injury that may be sustained to person, animals, or property in connection with or relating in any way to my presence on Mountain Meadow property with my animal(s).

By signing this release of liability, I hereby fully and forever release and discharge Mountain Meadows, its affiliates, agents, volunteers, officers, directors, employees, successors and assigns from any claims, demands, damages, rights of action or causes of action present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of my presence on Mountain Meadows property with my animals(s). I fully and forever release and discharge Mountain Meadows, its affiliates, agents, volunteers, officers, directors, employees, successors and assigns from any and all negligent acts and omissions in connection with or in any way relating to my presence on Mountain Meadows propter with my animals(s).

By signing this agreement, I also agree to indemnify and hold harmless Mountain Meadows, its affiliates, agents, volunteers, officers, directors, employees, successors and assigns (the "Indemnified Parties") from any claims, demands, damages, costs including attorney's fees, rights of action or causes of action present or future, whether the same be known or unknown, anticipated or unanticipated, whether grounded in tort, contract, strict liability or otherwise, brought against any or all of the Indemnified Parties as a result of my presence on Mountain Meadows property with my animal(s).

I have carefully read this release of liability and understand and fully agree with its contents.

This is a release of liability. Do not sign if you do not understand or do not agree with its terms.

Any owner/handler entering the property must sign this form. EFFECT FOR THE DURATION OR MY PARTICIPATION IN THE ACTIVITY DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

OWNER'S/HANDLER'S SIGNATURE

DATE

OWNER'S/HANDLER'S NAME PRINTED

CAMPSITE #

Animal Registration Form

ANIMAL NAME			(CHECK ONE) <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE	
ANIMAL'S BREED/DESCRIPTION				
OWNER'S NAME				
ADDRESS				
CITY	STATE	ZIP	PHONE NUMBER	
EMAIL				CAMP SITE #



I acknowledge that I have read and understand the attached campground policies and will fully comply with them. Repeated violations of these regulations will result in cancellation of my agreement and I will vacate the campsite without refund of any fees.

SIGNATURE

DATE

NAME PRINTED

CAMPSITE #

PLEASE MAKE SURE WE HAVE ALL YOU UP TO DATE CONTACT:

EMAIL

PHONE

Please sign and email back this page, pool liability and animal waiver liability (if applicable) pages upon reviewing prior to your stay at the campground.