

LAZY RIVER Animal Waiver

Date: _____

I hereby agree to the following regulations and conditions relating to my dog while camping at Lazy River Resort, LLC d/b/a Yogi Bear's Jellystone Park Camp-Resort of Gardiner, NY ("Campground") with my dog.

1. **Excluded Areas.** I agree to keep my dog out of the following areas including, but not limited to, food and beverage areas, the pool and pool deck, arcade, Ranger Station, playgrounds and pavilions.
2. **Excluded Dogs.** I agree that the Campground has the sole discretion to exclude dogs. The basis for exclusion may include, but is not limited to the following:
 1. breed-specific exclusions;
 2. due to their young age are exempted from state or local law vaccination requirements;
 3. are sick;
 4. are in heat;
 5. are aggressive, vicious, dangerous or potentially dangerous;
 6. require muzzling; or
 7. are easily frightened or sensitive, resulting in disruptive behavior (such as fighting or biting) in response to a stimulus.
3. **Supervision.** I agree to keep my dog on a leash or in a carrier while in all public areas of the Campground. I further agree to have my dog with me or a designated individual at all times, and understand that I may not leave the dog unattended in the cabin or at the campsite. I agree to prevent noise or any other disturbance by my dog, in the interest of other guests at the Campground.
4. **Vaccinations.** I represent and warrant that my dog is up to date on all vaccinations (including rabies and distemper) and flea treatments.
5. **Disturbances.** I agree that, should my dog create any disturbances, which cause complaints to be made to the management by other guests or employees of the Campground, at the request of a Campground employee, I will immediately make arrangements to house my dog elsewhere outside the Campground. Additionally, I understand and agree that if I do not find alternative housing for my pet after being asked to do so, I will be asked to leave the Campground and will not be issued a refund.
6. **Assumption of Risk and Release.** I understand that my permission to have my dog at the Campground with me is a privilege and not a contractual right. Such permission is expressly conditional upon my adherence to the terms of these rules and other rules in effect at any given time. I understand that the Campground may revoke such permission at any time for any reason. Additionally, I hereby assume all responsibility of risks, injury, damage, other harm that may occur while my dog is at the Campground or caused by my dog. Further, I hereby knowingly and voluntarily expressly release and discharge the Campground, its owner, its agents, its parent companies, members, managers, directors, officers and employees ("Released Parties") from any and all claims, damages, liabilities, injuries, demands, or causes of action, both present and future, whether known, unknown, anticipated or unanticipated, that me or my guests or invitees may have against any of the Released Parties arising out of or incident to my dog's presence in the Campground, whether arising from any act or omission, whether negligent or otherwise, of me, my dog and/or any guest or invitee. I further agree to indemnify each of the Released Parties for any and all such claims, damages, liabilities, injuries, demands, or causes of action, including costs, expenses, and attorney's fees arising as a result of or related to the presence of the dog at the Campground. This provision shall be enforceable to the fullest extent of the law.
7. **Acknowledgment.** By signing below, I acknowledge that I have read the foregoing Assumption of Risk & Release and fully understand its provisions and implications. My execution of this Release is entirely voluntary and intended to be binding on my heirs, executors, legal representatives and assigns.

I have read this Animal Waiver and understand it is my responsibility to abide by the Rules. I further understand that it is my responsibility to ensure that my guests and invitees also comply with the Rules. Failure to adhere to the policies and rules set forth herein may result in my removal from the Campground without a refund.

Signature of Camper: _____

Date: _____

Site/Cabin Number: _____