

USE AGREEMENT AND EXPRESS ASSUMPTION OF RISK SAFETY DISCLAIMER  
FOR PARTICIPATION IN ALL ACTIVITIES & WAIVER OF LIABILITY RELATED TO  
CORONAVIRUS / COVID-19

**Please read carefully. If you have any questions, we will be happy to discuss them with you.**

All guests/visitors assume all risks and danger incidental to the activity of camping in a rustic outdoor environment including specifically (but not limited to), the danger of being injured or killed by insects or other animals, of being injured while participating in any and all recreational activities, such as swimming or outdoor sports and recreation at the campground and/or being injured or killed as a result of inclement weather conditions, and agrees that Watagnee Collective L.L.C., and its owners, agents and employees and

\_\_\_\_\_, John J Redden, Greg Redden and any and all attendees of the event are not liable for injuries, deaths or property damage resulting from such risks and danger. I further agree that Watagnee Collective L.L.C., and its owners, agents and employees and \_\_\_\_\_, John J Redden, Greg Redden and any and all attendees of the event are hereby released from any liability or responsibility for myself and my entire party's participation in this event and any legal entanglements, imprisonment or loss of money that may occur. My participation is strictly voluntary and I and my party freely chooses to participate. **I/We voluntarily assume the risk of serious injury and/or death by attending this event and any future event at Deerfields.**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, social distancing is recommended. Watagnee Collective L.L.C., and

\_\_\_\_\_ have put in place preventative measures to reduce the spread of COVID-19; however Watagnee Collective L.L.C. cannot guarantee you, your family or visitors will not become infected with COVID-19.

By signing this agreement I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my party and I may be exposed to or infected by COVID-19 while at Deerfields and that such exposure or infection may result in personal injury, illness, permanent disability and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Deerfields may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Deerfields and/or \_\_\_\_\_ employees, volunteers and other campers. I voluntarily agree to assume all the foregoing risks and accept sole responsibility for any injury, illness or death to myself or anyone in my party.

On behalf of myself and my party, I hereby release, covenant not to sue, discharge, and hold harmless Watagnee Collective L.L.C., and/or \_\_\_\_\_, their employees, owners, agents, and representatives, and John J Redden, Greg Redden and any and all attendees, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto.

NC Health Department rules require us to inform you that a lifeguard or other responsible person does not supervise the swimming facilities at Deerfields. Your and your party's participation in any water activity is done at your own risk.

SWIMMING, ACTIVITIES, OUTDOOR SPORTS SAFETY RULES

**NEVER SWIM ALONE.**

A minimum of two adults, 18 years or older must be present whenever swimming is occurring. THERE IS NO SUBSTITUTE FOR ADEQUATE SUPERVISION.

**• I understand that there is no lifeguard on duty at this campground.**

- A parent or guardian must accompany children under 13 years of age whenever they are swimming or near water.
- Do not drink alcoholic beverages and swim or participate in water sports.
- Must swim in designated areas.
- **Diving or jumping into the water is strictly prohibited.**
- No Bike Riding after dark. All bikers 16 & under must wear bike helmets.

PET POLICY: All dogs must be current with inoculation shots and leashed at all times. Do not leave dogs unattended at any time. Aggressive or barking dogs are not tolerated. Owners are required to clean up after their pets. Dogs with a history of aggressive behavior are not allowed in the campground.

CAMPFIRES CAN NEVER BE UNATTENDED

PERSONAL TRANSPORTATION POLICY: **Operators must have a valid driver's license.** DRIVING A MOTORIZED VEHICLE, INCLUDING CARS, TRUCKS, GOLF CARTS AND ART VEHICLES WHILE UNDER THE INFLUENCE OF ALCOHOL OR WHILE CONSUMING ALCOHOL IS NOT ALLOWED AT ANY TIME WITHIN THE DEERFIELDS PROPERTY. THE SAFETY OF ALL FAMILIES AND ESPECIALLY CHILDREN HERE AT DEERFIELDS IS THE HIGHEST PRIORITY. ANYONE CHOOSING NOT TO ABIDE BY THIS FIRM POLICY WILL BE FORCED TO VACATE THE PROPERTY IMMEDIATELY WITH NO REFUND.

**Watagnee Collective L.L.C., and \_\_\_\_\_ do not provide emergency service personnel. In the event of an emergency, you must call 911 and report your call. There is WiFi at the main cabin closest to the Upper Lake for emergency calls.**

**I have received, read and understand the safety rules of Watagnee Collective L.L.C., as well as the General Information and Rules & Regulations, which are incorporated into this agreement. I will abide by the rules and assume full responsibility for all registered guests, visitors, and myself in regard to our participation in swimming, outdoor activities and all other activities during our stay.**

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Minor Name: \_\_\_\_\_

Email: \_\_\_\_\_