

Goodwin's Peak

CAMPSITE RENTAL — LIABILITY WAIVER & CONSENT AGREEMENT

288 Messenger Dr., Sparta, NC 28675 • goodwinb535@hotmail.com

This Liability Waiver and Consent Agreement ("Agreement") is entered into between the guest(s) named below ("Guest") and the owners of Goodwin's Peak ("Owner"), located at 288 Messenger Dr., Sparta, NC 28675. By signing this Agreement, Guest acknowledges having read, understood, and agreed to all terms set forth herein. This Agreement is a condition of rental and must be signed prior to or upon arrival.

1. ASSUMPTION OF RISK

Guest acknowledges that outdoor camping and recreational activities involve inherent risks, dangers, and hazards, including but not limited to: uneven terrain, wildlife encounters, inclement weather, fire use, insect exposure, and remote location with limited emergency response times. Guest voluntarily assumes full responsibility for all risks of loss, damage, or injury that may be sustained by Guest or any member of Guest's party while on the property.

2. RELEASE & WAIVER OF LIABILITY

To the fullest extent permitted by law, Guest, on behalf of themselves and their heirs, personal representatives, and assigns, hereby releases, waives, and forever discharges the Owners, their family members, agents, and successors ("Released Parties") from any and all claims, demands, actions, or causes of action arising out of or related to any loss, damage, injury, or death that may be sustained by Guest or any member of Guest's party, or any property belonging to Guest, while on or near the Goodwin's Peak property, regardless of whether such loss is caused in whole or in part by the negligence of the Released Parties.

3. INDEMNIFICATION

Guest agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Guest's use of the property; (b) any breach of this Agreement by Guest; (c) any injury or damage caused by Guest or any member of Guest's party to any third party or property.

4. PROPERTY DAMAGE

Guest accepts full financial responsibility for any damage to the camper, equipment, or property caused by Guest or any member of Guest's party during the rental period. Guest agrees to promptly report any damage to the Owner and to reimburse Owner for the cost of repair or replacement. A security/damage deposit may be collected at Owner's discretion.

5. RULES & CONDUCT

Guest agrees to abide by all Goodwin's Peak Rules & Guidelines as posted on the website and/or provided at check-in, including but not limited to: quiet hours (10 PM-8 AM), maximum occupancy of 8 guests, no smoking inside the camper, responsible fire pit use, pet policies, and proper waste disposal. Violation of these rules may result in immediate termination of the stay without refund.

6. CANCELLATION & REFUND POLICY

Cancellations made 14 or more days before check-in will receive a full refund. Cancellations made 7-13 days before check-in will receive a 50% refund. Cancellations made fewer than 7 days before check-in are non-refundable. No refunds are issued for early departures. Owner reserves the right to cancel a reservation due to unforeseen circumstances; in such cases a full refund will be issued.

7. EMERGENCY & MEDICAL

In the event of an emergency, Guest authorizes Owner or their agents to call emergency services on Guest's behalf. Guest acknowledges that Goodwin's Peak is located in a rural area and that emergency response times may be longer than in urban areas. Guest is encouraged to carry a first-aid kit and be aware of the nearest hospital: Alleghany County Hospital, 233 Doctors St., Sparta, NC 28675.

8. PRIVACY & PHOTOGRAPHY

Owner respects Guest's privacy. Guest grants Owner the right to use any photographs or videos taken on the property by Owner for promotional purposes, provided no personally identifying information is shared without consent. Guest agrees not to publish photographs that reveal the specific location or access route to the property on public social media without Owner's written approval.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Any dispute arising under this Agreement shall be resolved in Alleghany County, NC.

10. ENTIRE AGREEMENT / SEVERABILITY

This Agreement constitutes the entire agreement between Guest and Owner regarding Guest's stay at Goodwin's Peak. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

GUEST ACKNOWLEDGEMENT

By signing below, I confirm that I have read this entire Agreement, that I understand its terms, that I am 18 years of age or older, that I am signing on behalf of myself and all members of my party, and that I agree to be bound by all provisions herein.

Guest (Print Name)

Signature

Date

Address

City / State / ZIP

Phone / Email

Emergency Contact Name

Emergency Contact Phone

Number of Guests in Party
