

** If gotten after hours please complete and bring to Ranger Station by 11 am to check in** Bicycles and Golf Carts must be parked at dark. All minor children at site by 10pm.

Acknowledgement of Risk and Waiver of Liability

Yogi Bear's Jellystone Park of Pigeon Forge/Gatlinburg

All guests of Yogi Bear's Jellystone Park of Pigeon Forge/Gatlinburg, herein called "Resort", will be required to be checked in and out upon arrival/departure, and agree to follow the resort's rules and regulations. Acknowledgements of risks, release, indemnification agreement, and covenant not to sue. Each part of this document must be completed and signed before using Resort facilities or participating in Resort activities.

Notice: This is legally binding document. If not understood, legal advice should be sought. By signing this document, you give up your right and the right of your heirs, next of kin, personal representatives, and assigns to bring to bring a court action, now or any time in the future to recover compensation or obtain any other remedy for an injury to yourself or your property or for your death, however caused, arising out of your use of the Resort facilities including, but not limited to, use of pools, dog park, and playground equipment, even if such claim is based upon actual negligence of Resort or its employees, directors, or workers.

1. Acknowledgement of Risks:

The undersigned user (User") hereby acknowledges and agrees that the use of the facility operated by Resort, including without limitation, its pools, dog park, and playground equipment has inherent risks. User fully recognizes and appreciates the dangers inherent with Resort activities. User is assuming the hazard of risk to User since User desires to use facilities at Resort. User realizes that user is subject to injury from these activities and that no form of preplanning can remove all the danger which User is being exposed. Resort is not responsible for the contractions of COVID 19. We are doing all we can to conform to the CDC guidelines and our local and state governments. User further represents and warrants to Resort that User has full knowledge of the nature and extent of all risks associated with activities at Resort and the use of equipment, including but not limited to:

1. Use of the swimming pools, dog park, and playground equipment and any activities on the resort including but not limited to activities in the pavilion and the fishing pond. This is to include jump pad.

2. Injuries resulting from the actions, omissions, negligence in any degree of User;

3. Blatant or apparent defects or conditions in equipment or property supplied by Resort;

4. Injuries resulting from the physical condition or actions, omissions, negligence in any degree of User;

5. Injuries resulting from contact with other users of Resort facilities and activities;

6. Injuries resulting from contact with Resort Facilities including, but not limited to stairs, doors, counters, windows, and furniture whether permanently or temporarily in place; to include jump pad and playground

1 B. Pets

Any pets must be registered at front desk upon check-in. There is a pet fee of \$40.00 for previous registered pets. Any found non-registered pets at any sites or found to be in any cabins that are not pet friendly or in the Glamping tents found after check-in and/or after check-out your account will be assessed and charged a \$500.00 fee immediately. You are responsible for cleaning any feces up during your stay pet bags are provided free of charge at the front desk upon request. If you do not clean up after your pet your

account will be assessed a \$20.00 fee per pile of excrement that is cleaned up by any park employee. Multiple warnings and you may be ask to leave the park and there will be no refunds if asked to do so.

2. Releases, Indemnification, and Covenant Not to Sue

User voluntarily releases and forever discharges and covenants not to sue Resort, and all other persons or entities affiliated therewith, from any and all liability, claims, demands, actions, or rights of action, which are related to, arise out of or are in any way connected with User's attendance at Resort or participation in any Resort activity, including, but not limited to any and all negligence, of Resort, its agents, or employees, and all other persons or entities, for any and all injury, death, illness, or disease, and damage to User or User's property. User further agrees, promises and covenants to hold harmless and to indemnify Resort, its agents, workers, directors, and employees, and all other persons or entities against all damage which user may negligently or intentionally cause to spectators or other third parties in the course of User's participation in any Resort activity. User further agrees, promises, and covenants not to use, assert or otherwise maintain any claim against Resort, it's agents, workers, directors and employees, and all other persons or entities, for injuries, death, illness or disease, or damage to User or User's property, arising from or connected to User's participation in any activity or from any claims asserted against User by spectators or other third parties. In signing this document, User fully recognizes that if anyone is hurt or dies, or property is damaged while User is in Resort facilities, User will have no rights to make any claim or file against Resort, its agents or employees even if Resort, its agents or employees, or any type of them negligently caused the bodily injury or property damage.

3. Acknowledgement of Effect of This Release Agreement

User Understands and acknowledges that by signing this document User has given up certain legal rights and/or possible claims which User might otherwise assert or maintain against Resort, its agents, workers, directors or employees, and other persons or entities, including but not limited to rights arising from or claims or the acts or omissions, fault or negligence of Resort, its agents or employees or any other persons or entities. User understands and acknowledges that by initialing and/or signing this document,

User has assumed responsibilities and LEGAL LIABILITY for the claims or other legal demand, including defense costs, which may be asserted by spectators or other third parties against User as a result of Users participation in this activity.

4. Participant Insurance Benefits and Representation of Physical Condition

User understands and acknowledges that no medical insurance benefits will be provided to User for injuries occurring while the User is at Resort. User certifies that User has enough health, accident, and personal liability insurance to cover bodily, property damage, or any consequences resulting from Users participation in Resort activities. If User has no such insurance, User certifies that User is capable of personally paying for any and all expenses or liability. User further acknowledges that the undersigned is in good physical and mental health, not suffering from any condition, disease or disablement which would or could potentially affect participation in activities at Resort.

5. Consideration

In consideration of this agreement, Resort will permit User to participate in Resort activities, subject to User's compliance with all Resort Rules, Regulations and Safety Policy. Resort retains the right to deny entrance to its facilities or participation in its activities, to anyone in its sole discretion. User understands that this constitutes the entire agreement between undersigned ("User") and Resort, its agents or employees and that it cannot be modified or changed in anyway by the representations or statements of Resort, its agents or employees or by User. User's and Parents/Guardians signatures below indicate that they have read this entire document in full, understands it completely and agrees to be bound by its terms. This Waiver and Release is a Tennessee contract⁵ and User consents to the jurisdiction and venue for any action related to this Waiver and Release in Pigeon Forge, Tennessee regardless of the Users residence or domicile.

Electronic Signatures: You agree that your electronic signature, whether digital or encrypted, is intended to authenticate the Terms and Conditions contained herein and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by email transmission in

"portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

Standard RV: Check in: 12 pm Check Out: 11:00 am.

While site type is guaranteed site number is subject to change

One camping vehicle and one driving vehicle are permitted per site, extra vehicles will need to be parked in overflow (additional fees apply)

All single reservation changes or cancellations must be made 10 days prior to the date of arrival in order to receive a refund. All group reservation changes or cancellations must be made 30 days prior to date of arrival to receive a refund. Money will not be refunded for any reservation that is not cancelled within this timeframe. We will be happy to change the dates of a group reservation (one time) if notified thirty (30) days prior to your reserved date. All single cancellations will be charged a \$15 cancellation fee to cover the man hours to make and cancel your reservation as well as the credit card fees to receive and refund your payment. Group reservations will incur a \$15 fee per accommodation/site.

No refunds will be given after check in.

Any Act of God or Government Order to close any part of our park does not deem any discounts to rates or refunds to be paid.

Due to popularity of holidays and special event weekends, refunds will not be issued once the reservation has been booked. We take your site off our reservation software to ensure you have a comfortable and worry free experience, once booked. Reservations for holiday weekends and special events will not be refundable. These include: New Year Eve/Day week, Easter weekend and Monday, Memorial Day week, July 4th week, Labor Day week, Shades of the Past week, Fall/Spring Rod Run week, Thanksgiving week, Christmas week

A handwritten signature in black ink, appearing to read "Philip Johnson Parks". The signature is stylized with overlapping loops and a horizontal line across the middle.

Philip Johnson Parks
September 22, 2021 1:21 PM EDT