91 W Old Hwy 91, Ivins, UT 84738

# HIDDEN SPRINGS RV RESORT

# **Release and Waiver of Liability**

This Release and Waiver of Liability Agreement ("Agreement") is entered into as of the date of signature below by and between Hidden Springs RV Resort ("Resort") and the undersigned Guest(s) ("Participant"). By booking a stay or using our facilities, Participant agrees to the following terms and conditions.

## 1. Acknowledgment of Risk

Participant acknowledges that activities and use of facilities at Hidden Springs RV Resort, including but not limited to camping, hiking, swimming, and recreational facilities, carry inherent risks that can cause serious injury, property damage, or death. Participant voluntarily assumes all risks associated with these activities, both known and unknown.

#### 2. Waiver and Release

Participant releases, waives, discharges, and covenants not to sue Hidden Springs RV Resort, its owners, officers, agents, employees, and volunteers (collectively, "Releasees") from any and all liability, claims, demands, actions, and causes of action arising out of or related to any loss, damage, injury, or death that may be sustained by Participant or their property while participating in Resort activities or while on the premises, whether caused by the negligence of the Releasees or otherwise.

#### 3. Indemnification

Participant agrees to indemnify and hold harmless the Releasees from any loss, liability, damage, or costs, including court costs and attorney's fees, incurred due to Participant's participation in Resort activities.

# 4. Personal Responsibility

Participant acknowledges responsibility for their own safety and affirms that they are physically and mentally capable of participating in Resort activities. Participant agrees to comply with all Resort rules and regulations, as well as cleanliness rules established by Ivins City. Failure to do so may result in fines or expulsion without refund.



#### 5. Property Loss

Hidden Springs RV Resort is not responsible for personal property that is lost, damaged, or stolen while on Resort premises.

#### 6. Medical Release

In case of emergency, Participant authorizes Hidden Springs RV Resort to secure necessary treatment from licensed medical personnel and agrees to be responsible for payment of all medical services rendered.

## 7. Photographic Release

Participant grants Hidden Springs RV Resort the right to photograph and/or record them in connection with the Resort and to use any such photos and recordings for promotional purposes.

### 8. Liability

Guests are responsible for any damage or loss caused to Resort property. Hidden Springs RV Resort is not liable for personal injury, loss, or damage to guests' property during their stay, except as required by law.

## 9. Safety and Security

Participant agrees to follow all safety guidelines and staff instructions related to pool use, fire pits, and outdoor activities. Illegal firearms, fireworks, and illegal substances are strictly prohibited anywhere on Resort property.

#### 10. Modifications to Terms and Conditions

Hidden Springs RV Resort reserves the right to update these terms at any time. Changes take effect immediately upon posting to our website.

# 11. Governing Law

These terms are governed by the laws of the state of Utah. Disputes will be resolved in the local jurisdiction.

# 12. Acknowledgment

Participant has read this Agreement, fully understands its terms, and recognizes that they are giving up substantial rights, including the right to sue. Participant intends to sign this agreement freely and voluntarily as a complete release of liability to the greatest extent allowed by law.



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# HIDDEN SPRINGS RV RESORT

## **Resort Policies**

# 1. Reservation Policy

- Booking: All reservations must be made through our official website, affiliated 3rd party booking websites, by phone, or in person.
- Payment: A deposit of 100% (or one month down) is required at booking. All charges
  must be paid before check-out. Outstanding balances may be charged without prior
  notice.
- Cancellation: Guests may cancel up to 14 days before arrival for a full refund. Cancellations within 14 days forfeit the deposit.

# 2. RV Site Use (per Ivins City Code)

16.17.205: PROHIBITIONS: The following are prohibited within an RV resort:

- (1) No separate mailboxes, street address designations, or other similar accessories which could give the appearance of permanence to occupants within the resort.
- (2) No freestanding fuel tanks permitted within an RV site, tent site or cabin site. All fuel tanks within any site must be securely mounted upon or attached to the RV they serve, unless used solely for cooking purposes.
- (3) No open storage of personal property, accessory building, shed or cabinet within any RV site, tent site or cabin site.
- (4) No campfires within any RV site, tent site or cabin site. Propane or natural gas firepits are allowed with approval of the Ivins City fire chief.
- (5) Other than operating the RV resort itself, no employee or guest of the RV resort may operate any type of business within the RV resort.
- (6) Camping outside of an RV or cabin is only allowed on a tent site.
- (7) Removal of axles, wheels or tires from an RV within the RV resort, except in the case of an emergency repair. If the repair cannot be completed within twenty four (24) hours, then the RV shall be removed from the RV resort.
- (8) Parking RVs anywhere within the RV resort other than a designated RV space is prohibited. No on street parking is permitted for any vehicle.
- (9) RVs shall not be stored, displayed for sale, or sold within the RV resort. (Ord. 2016-07, 2016)



## 3. Postal Policy

Hidden Springs RV Resort does not accept or distribute flat mail to guests. PO boxes are accessible through Ivins or Santa Clara USPS Offices. Packages will be accepted and held for 30 days with legal identification required for pickup.

#### 4. General Policies

- No smoking within 50 ft of shared resort facilities
- No littering, trash must be disposed of properly
- No consumption of alcoholic beverages outside of reserved space
- No swimming in small ponds / riverwalks
- Children under the age of 14 must be accompanied by an adult in shared resort facilities
- All guests must adhere to 'quiet hours' between the hours of 10:00 PM and 6:00 AM
- Dogs must remain on leash at all times outside "Critter Corner"
- Wood burning fire pits are strictly prohibited by Ivins City
- No storage of personal items under or around RV, enforced by Ivins City
- No overnight parking outside of reserved space
- All guests must adhere to written and posted policies

