

THE HEART OF TACKETT LLC CAMPGROUND
LIABILITY WAIVER AND RELEASE OF CLAIMS

**PLEASE READ CAREFULLY. THIS IS A LEGAL AGREEMENT THAT AFFECTS
YOUR RIGHTS.**

By signing below, you acknowledge that you understand and agree to the terms of this Liability Waiver and Release of Claims (this “**Agreement**”).

This Agreement is made as of _____ by and between *The Heart of Tackett LLC*, located at *4487 White Oak Road, Duff, Tennessee 37729* (together with its owners, members, managers, officers, employees, volunteers, agents, contractors, affiliates, and insurers, “**Released Parties**”), and the undersigned guest/visitor (“**Guest**”).

CONSIDERATION: In exchange for being permitted to enter the property, rent or use cabins/campsites, and participate in or observe activities at or related to the property (the “**Activities**”), Guest agrees to all terms below.

1. Activities and Premises Covered

This Agreement applies to:

- Guest’s presence on or use of the premises owned, leased, operated, or controlled by Released Parties (including cabins, campsites, trails, roads, docks, parking areas, common areas, and any adjacent or access areas used in connection with the property) (the “**Premises**”).
- All activities offered, arranged, permitted, or available at or in connection with the Premises, whether supervised or unsupervised, including without limitation: *HIKING, CAMPFIRES, ATV/OHV, FISHING.*
- Use of any equipment, amenities, furnishings, recreational features, or vehicles owned by Released Parties or made available to Guest (whether free or for a fee).

2. Acknowledgment of Inherent and Other Risks; Assumption of Risk

Guest understands and acknowledges that the Activities and being on the Premises involve **INHERENT AND OTHER RISKS**, including risks that may be caused by **THE ORDINARY NEGLIGENCE OF RELEASED PARTIES**, the conduct of other guests, third parties, or unknown conditions. Guest voluntarily chooses to participate and assumes all such risks.

Risks include, without limitation:

- **Outdoor and terrain risks:** uneven terrain, cliffs, rocks, roots, mud, wet surfaces, holes, loose gravel, fallen limbs, steep grades, bridges, stairs, decks, porches, railings, and natural obstacles.

- **Weather and environmental risks:** heat, cold, rain, snow/ice, fog, wind, lightning, falling branches/trees, low visibility, and rapidly changing conditions.
- **Water risks:** lakes, rivers, streams, ponds, pools, hot tubs, docks, boats, slippery surfaces, hidden hazards, currents, drowning, near-drowning, and waterborne illness.
- **Fire and heat risks:** campfires, fire pits, grills, fireplaces, stoves/ovens, propane, fuel, burns, smoke inhalation, and wildfire conditions.
- **Wildlife and insects:** snakes, bears, coyotes, spiders, ticks, mosquitoes, stinging insects, animal bites, rabies risk, and allergic reactions.
- **Equipment and amenity risks:** tools, sports and recreation equipment, grills, electrical appliances, and any amenity malfunction or misuse.
- **Sanitation and health risks:** food safety issues, communicable disease exposure, limited emergency response times due to rural location, and limited cell service.
- **Transportation risks:** driving on rural roads, gravel roads, steep driveways, ATV/OHV use, and parking area hazards.
- **Bicycle and scooter risks:** use of bicycles and scooters; loss of control; falls; collisions with vehicles, pedestrians, animals, or fixed objects; uneven or changing surfaces (including gravel, sand, mud, wet leaves, and potholes); limited lighting and visibility; mechanical failure (including brakes, tires, chains, and throttles); rider inexperience; speed; and roadway hazards (including driveways, blind turns, and traffic). Guests are responsible for operating any bicycle or scooter safely, obeying all applicable laws, and using appropriate protective gear. Children (and any other minor guests) must wear a properly fitted helmet at all times while riding any bicycle or scooter.
- **Bathhouse and shower risks:** use of any bathhouse, restroom, shower, changing area, or similar shared facility, including wet and slippery floors and surfaces; slip, trip, and fall hazards; hot-water and steam exposure (including burns or scalding); broken glass or sharp objects; use or misuse of soaps, cleaning chemicals, or personal care products; illness or infection from shared or unsanitary conditions; limited lighting; and the presence of other guests. Guests are responsible for supervising minors at all times in and around bathhouse and shower areas and for using these facilities in a safe and hygienic manner.
- **Other guests/third parties:** negligent or intentional acts, noise, alcohol impairment, unsafe behavior, and conflicts.

GUEST ASSUMES ALL RISKS OF INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO BEING ON THE PREMISES OR PARTICIPATING IN THE ACTIVITIES, WHETHER KNOWN OR UNKNOWN, FORESEEABLE OR UNFORESEEABLE, TO THE FULLEST EXTENT PERMITTED BY TENNESSEE LAW.

3. RELEASE OF LIABILITY (ORDINARY NEGLIGENCE)

TO THE FULLEST EXTENT PERMITTED BY TENNESSEE LAW, GUEST HEREBY RELEASES, WAIVES, AND DISCHARGES THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, COSTS, AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING OUT OF OR RELATED TO GUEST'S PRESENCE ON THE

PREMISES OR PARTICIPATION IN THE ACTIVITIES, INCLUDING CLAIMS CAUSED BY THE ORDINARY NEGLIGENCE OF ANY RELEASED PARTY.

This release includes, without limitation, claims for personal injury, death, property damage, emotional distress, loss of use, loss of enjoyment, or economic loss.

THIS RELEASE DOES NOT APPLY TO LIABILITY THAT CANNOT BE RELEASED UNDER TENNESSEE LAW (SUCH AS LIABILITY FOR GROSS NEGLIGENCE, RECKLESSNESS, OR INTENTIONAL MISCONDUCT), AND IS INTENDED TO BE ENFORCED TO THE MAXIMUM EXTENT ALLOWED.

4. Covenant Not to Sue

GUEST AGREES NOT TO SUE OR OTHERWISE ASSERT ANY CLAIM AGAINST ANY RELEASED PARTY FOR ANY MATTER RELEASED IN SECTION 3.

If Guest breaches this covenant, Guest agrees to pay all costs and expenses incurred by Released Parties in defending such claim, including reasonable attorneys' fees, to the fullest extent permitted by law.

5. Indemnification and Hold Harmless

To the fullest extent permitted by Tennessee law, Guest will **DEFEND, INDEMNIFY, AND HOLD HARMLESS** the Released Parties from and against any and all claims, demands, actions, liabilities, damages, judgments, penalties, fines, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- Guest's acts or omissions, or the acts or omissions of Guest's family members, invitees, or anyone under Guest's supervision or control;
- Guest's violation of this Agreement or posted rules;
- Guest's use, misuse, or failure to properly use any equipment or amenity;
- Guest's presence on the Premises or participation in Activities; and
- any claim brought by or on behalf of a minor or third party related to Guest's conduct.

This indemnity obligation applies **even if** the claim is alleged to have been caused in part by the ordinary negligence of a Released Party, but does **not** apply to the extent prohibited by Tennessee law.

6. Medical Authorization; Emergency Care; Insurance

Guest authorizes Released Parties to obtain or provide first aid and to seek emergency medical care for Guest (including transportation by ambulance or other means) if Released Parties believe it is reasonably necessary.

Guest understands and agrees:

- Released Parties have **no duty** to provide medical care and may be unable to do so promptly due to

location, weather, staffing, or other circumstances.

- Guest is responsible for **all medical and related costs** incurred for Guest, and represents that Guest has adequate health/medical insurance or the financial ability to pay.

Guest releases Released Parties from any claim arising from the provision of or failure to provide first aid or medical care, to the fullest extent permitted by Tennessee law.

7. Property Damage; Responsibility for Cabin/Campsite; Fees

Guest is responsible for:

- any damage to cabins, furnishings, fixtures, amenities, equipment, gates, roads, landscaping, or other property on the Premises caused by Guest or Guest's party (including children and pets, if allowed);
- theft, excessive cleaning, smoke remediation, or rule-violation remediation costs attributable to Guest or Guest's party.

Guest authorizes *The Heart of Tackett LLC* to charge Guest's payment method on file for documented costs consistent with booking terms, house rules, and applicable law, or to seek reimbursement by any lawful means.

8. Rules Compliance; Safety; Duty to Act Reasonably

Guest agrees to:

- follow all posted and provided rules, instructions, and safety guidance (including check-in/out times, occupancy limits, quiet hours, fire restrictions, water safety rules, and amenity rules);
- use equipment and amenities only as intended and only if properly trained/able;
- supervise minors at all times and maintain appropriate control over Guest's party;
- immediately report unsafe conditions, injuries, property damage, or rule violations to management.

Guest understands that failure to comply may result in removal from the Premises without refund and may increase risks of injury or damage.

9. Alcohol/Drugs/Firearms

Guest agrees to comply with the Premises policies regarding alcohol, and drugs, as may be updated and posted from time to time:

- **Alcohol/Drugs:** NO ILLEGAL DRUGS; NO UNDERAGE DRINKING; NO INTOXICATION IN AMENITIES; MANAGEMENT MAY REFUSE SERVICE/REMOVE GUESTS FOR IMPAIRMENT OR DISORDERLY CONDUCT.
- **Firearms/Weapons:** GUEST MUST COMPLY WITH ALL APPLICABLE

FEDERAL/STATE/LOCAL LAW; NO DISCHARGE; SAFE STORAGE REQUIRED; FIREARM MUST BE KEPT OUT OF SIGHT AT ALL TIMES AND NOT DISPLAYED, BRANDISHED, HANDLED OR DISCHARGED ANYWHERE. ANY VIOLATION OF THIS POLICY, ANY UNSAFE CONDUCT, OR ANY COMPLAINT BY STAFF OR OTHER GUESTS MAY RESULT IN **IMMEDIATE REMOVAL** OF THE GUEST AND ALL OCCUPANTS FROM THE CAMPGROUND WITHOUT REFUND AND MAY BE REPORTED TO LAW ENFORCEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, THE GUEST ASSUMES ALL RISK OF AND RELEASES THE CAMPGROUND AND ITS OWNERS, OPERATORS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS, LOSSES, LIABILITIES, OR DAMAGES ARISING OUT OF OR RELATED TO THE POSSESSION, STORAGE, HANDLING, DISPLAY, OR USE OF ANY FIREARM BY THE GUEST OR ANY MEMBER OF THE GUEST'S PARTY ON OR NEAR THE PREMISES.

10. Time Limitation to Bring Claims

To the fullest extent permitted by Tennessee law, Guest agrees that **any claim** by Guest arising out of or related to the Premises or Activities must be brought within **one (1) year** after the date of the incident giving rise to the claim, **or within such shorter or longer period as may be required or permitted by applicable law**. Guest agrees that any claim brought after that time is barred.

11. No Reliance; Entire Agreement; Interpretation

Guest acknowledges that:

- Guest is not relying on any oral statements, brochures, advertisements, or representations not expressly stated in this Agreement or written booking terms provided by the campground.
- Guest has had the opportunity to ask questions and seek independent legal advice.

This Agreement constitutes the entire agreement between Guest and Released Parties regarding liability waiver and release and supersedes prior discussions on that subject. Headings are for convenience only and do not affect interpretation. This Agreement will be interpreted to give effect to its intent to release claims to the maximum extent allowed under Tennessee law.

12. Optional Photo/Video Release (Check One)

By initialing below, Guest grants permission to Released Parties to photograph, record, or otherwise capture Guest's image, likeness, or voice on the Premises and to use such content for legitimate business purposes (including marketing), without compensation, in any media, worldwide, unless prohibited by law.

- **YES, I GRANT PERMISSION.**
- **NO, I DO NOT GRANT PERMISSION.**

If Guest does not initial either option, the default is: *YES*.

13. Severability; Reformation

If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions will remain in full force and effect. The parties intend that any invalid or unenforceable provision be **reformed** to the minimum extent necessary to make it enforceable and to best effectuate the parties' intent, consistent with Tennessee law.

14. Governing Law; Venue; Jury Trial Waiver

This Agreement is governed by the laws of the State of Tennessee, without regard to conflict-of-laws rules.

VENUE: To the fullest extent permitted by law, any lawsuit or proceeding relating to this Agreement, the Premises, or the Activities must be filed exclusively in the state courts located in *Campbell* County, Tennessee, or if federal jurisdiction exists, in the federal court serving that area.

JURY TRIAL WAIVER: To the fullest extent permitted by law, Guest waives any right to a jury trial for any dispute arising out of or related to this Agreement, the Premises, or the Activities.

15. Acknowledgment of Understanding; Voluntary Execution; Conspicuous Notice

Guest acknowledges and agrees:

- Guest has carefully read this Agreement and understands its legal effect.
- Guest understands that **GUEST IS GIVING UP SUBSTANTIAL RIGHTS**, including the right to sue for claims caused by the **ORDINARY NEGLIGENCE** of Released Parties.
- Guest signs this Agreement freely and voluntarily, intending to be legally bound.

BY SIGNING, GUEST CONFIRMS THAT GUEST UNDERSTANDS AND AGREES TO THE RELEASE OF LIABILITY AND ASSUMPTION OF RISK TERMS ABOVE.

SIGNATURES (ADULT GUEST)

Guest Legal Name (Printed): _____

Guest Signature: _____

Date: _____

Phone: _____

Email: _____

Address: _____

Emergency Contact Name: _____

Emergency Contact Phone: _____

Names of Additional Guests in Party:

MINORS — PARENT/GUARDIAN CONSENT, RELEASE, AND INDEMNITY

Complete this section for any guest under 18. A parent or legal guardian must sign.

A. Parent/Guardian Release and Consent (On Behalf of Minor)

I, _____ [*PARENT/GUARDIAN NAME*], am the parent or legal guardian of the minor listed below (the “**Minor**”). I understand the Minor will be on the Premises and may participate in the Activities.

TO THE FULLEST EXTENT PERMITTED BY TENNESSEE LAW, I AGREE ON BEHALF OF MYSELF AND THE MINOR TO ALL TERMS OF THIS AGREEMENT, INCLUDING THE ASSUMPTION OF RISK, RELEASE OF LIABILITY FOR ORDINARY NEGLIGENCE, COVENANT NOT TO SUE, AND INDEMNIFICATION OBLIGATIONS.

I further agree to **DEFEND, INDEMNIFY, AND HOLD HARMLESS** the Released Parties from any claims brought by or on behalf of the Minor or any other person arising out of or related to the Minor’s presence on the Premises or participation in Activities, to the fullest extent permitted by law.

Minor Full Legal Name (Printed): _____

Minor Date of Birth: _____

Parent/Guardian Name (Printed): _____

Parent/Guardian Signature: _____

Date: _____

Phone: _____

OPTIONAL: CAMP/PREMISES REPRESENTATIVE ACKNOWLEDGMENT (ADMIN USE)

Representative Name/Title (Printed): _____

Signature: _____

Date: _____

**ADDITIONAL GUEST SIGNATURE PAGE TO THE HEART OF TACKETT LLC
CAMPGROUND LIABILITY WAIVER AND RELEASE OF CLAIMS**

Guest Legal Name & Date (Printed): _____

Guest Signature: _____

Phone & Email: _____

Address: _____

Emergency Contact Name & Phone: _____

Guest Legal Name & Date (Printed): _____

Guest Signature: _____

Phone & Email: _____

Address: _____

Emergency Contact Name & Phone: _____

Guest Legal Name & Date (Printed): _____

Guest Signature: _____

Phone & Email: _____

Address: _____

Emergency Contact Name & Phone: _____

Guest Legal Name & Date (Printed): _____

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Address: _____

Emergency Contact Name & Phone: _____

Guest Legal Name & Date (Printed): _____

Guest Signature: _____

Phone & Email: _____

Address: _____

Emergency Contact Name & Phone: _____