



Sleepy Hollow Terms and Conditions. Indemnification and hold harmless release of liability forms. Sleepy Hollow Rules and Regulations. By voluntarily checking the boxes you agree to the following . Sleepy Hollow Lake Seasonal Information Sheet 2024

Season Dates May 1st-October 14th

**This is for returning Seasonal Campers, those departing must vacate by 10/1/2023
(anticipated date, acts of nature, god or other circumstances can affect operating dates)**

Site must be vacated no later than 10/1 if not returning

All deposits are due by 9/8/2023

Final Payments due 3/17/2024

**Pay your seasonal site in full by 9/8/2023 and receive 10 free visitor passes
(Passes not valid on holidays)**

Waterfront Sites \$2,875...Deposit Due \$875

Balance Due March 17th \$2,000

Lakefront Sites and L Row Sites \$2,750...Deposit Due \$750

Balance Due March 17th \$2,000

1

Wooded Sites Numbers 1-149 + \$ 2675...Deposit Due \$675

Balance Due March 17th \$2,000

Letter Rows & Cove \$2650...Deposit Due \$650

Balance Due March 17th \$2,000

Prices are based on Cash, Check or Money Order Payments

Pumpouts

- *All pump outs due by 4/30 and will not be added to the list until they are paid in full *
- *One Black Tank, pump once per week on "A" week for the camp season \$210
- *Two Black Tanks pump once per week on "A" week for the camp season \$250
- *One Black Tank pump every other week on "B" Week \$110
- *Two Black Tanks pump every other week on "B" week \$150

All Grey Water is to be properly disposed of into gray water wells, no ground discharge. You will be fined. We will not be pumping gray water! We are not responsible for any damage done while having your black tanks pumped.

Prices do not include NYS Sales tax in Erie County , 8.75% will be added.

Additional Persons on Site

*Adult \$150 and Additional Child \$75

Important Information ...

- If your site payment is late there will be a 10% fee added to the price and it becomes available to rent by others, we reserve the right to release the site if not paid or not occupied to another guest
- We will not issue any refunds for partial camping season due to any circumstances
- All rates are for a family of 2 adults and 3 children or less. Additional charges will apply for more occupants, only those residing in the same household can be added to your site. No subletting !
- Only 2 vehicles allowed per site. Each vehicle must be able to be parked on your site, if they do not fit you may only have 1 . All vehicles must have a parking pass visible to the staff
- Vehicles without a pass are subject to tow
- Do not give out pin numbers, we will deactivate yours if this happens and you will park outside the gate
- EV charging is not permitted on sites
- You are responsible for paying for your electric which is metered. Bills are done 3 times per season June, August , and October. There is also a one time fee of \$15 for public water connection. We have City water, not wells. This will be added to the first electric bill for the season. Payment is not permitted via credit card . Call or come into office to get the amount due
- All seasonal campers must have an electric security deposit on file in the event of default on bill payment or leaving the site to be cleaned up. Deposit released when site released.
- Seasonals wishing to change sites must fill out the application online, there's a \$25 administrative fee to change sites
- Non returning guests must vacate the site by 10/1 of that current year or are subject to \$25 per day site rental fee
- If the site is vacated and left in less than good condition we will charge a minimum of \$200 to clean
- Campers are required to sign a license agreement which can be revoked at any time . This must be signed before the beginning of the sea

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- **No RV's over 10 years old will be permitted to become a new seasonal. After 10 years we expect them to remain in good condition**
- **You must check with management before building anything on your allotted site. This includes but is not limited to Sheds, Decks no Exceptions!**
- **Do not post for sale signs on property. You bring in your camper, you leave with it. Site it is non transferable**
- **We do not provide stone for free, you must have approval and pay per load**
- **Dumpsters are for household trash only, no large furniture or dumping. Fines will be issued**
- **Sleepy Hollow is not responsible for lost or stolen goods, acts of nature or other circumstances**

Prices are subject to change based on inflation .

Management has the right to evict without notice.

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Sleepy Hollow Lake Smoking/Vaping Restrictions

Smoking/Vaping of any kind and/or anything is not permitted at or in any of the following areas:

Store
Rec Hall
Rec Hall Patio
Beach
Pavilions
Petting Zoo
Playground
Public Docks
Laundromat
Restroom Buildings
Workout Room
Pool
Pool Deck
Volleyball Court
Basketball Court
Within 20 feet from any public building entrance
Any and All public areas not included on this list

*****Police officers within their jurisdiction, deputy sheriffs and designees of the Erie County Department of Health shall be charged with enforcement of this Local Law and are authorized to issue appearance tickets for violations of this Local Law.*****

*****It shall be a violation for any person to smoke in any area where Smoking is prohibited by the provisions of this Local Law.*****

*****Any person who violates any provision of this Local Law shall be guilty of a violation punishable by a civil penalty not to exceed five hundred dollars (\$500).*****

If you have any questions please contact the office or the Erie County Health Department.
For more information regarding the Erie County Clean Air Act please visit:

<https://www3.erie.gov/law/erie-countys-clean-air-act?fbclid=IwAR1OUeFxnEsAp2fC5mFYKRPHJu93af3Ib1YOfy7rhqrG4xNeG-wEqIQ6Ik#~:text=No%20person%20or%20Employer%20shall,afforded%20by%20this%20Local%20Law>

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Campground Policies

Seasonal License

13800 Siehl Rd. Akron, NY 14001
(716)-542-4336

Info@sleepyhollowcamp.com
www.sleepyhollowcamp.com

Section 1General Campsite

Section 2.....Fees,Fines,and, No Stay Policy

Section 3.....Speed Limit And Traffic Safety

Section 4.....Golf Carts And Vehicles

Section 5.....Campsites & Recreational Vehicles

Section 6.....Child Supervision

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Section 13Water & Boat Safety

Section 14Signature Page and Acknowledgements

Section 15Hold Harmless and Indemnify

- Rules are not subject to your interpretation

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- Any Revisions will be distributed via email at the beginning of the corresponding season.
- Enforcement of our park policies is not optional and will be enforced robustly.
- It is your responsibility to update seasonal contact information and keep all records on file current. Please notify us of any all changes. License agreement must be updated before you camp for the season, license agreement can be revoked at any time.
- We try our best to make sure everything runs smoothly. Please be sure you receive a receipt for all payments made on the account. Receipts are all done electronically.
- Nothing inside of this license agreement shall be construed as to create a landlord-tenant relationship

A seasonal site is one which is to be used on a temporary basis for recreation and only by a family unit. This agreement does not create a landlord/tenant agreement

Section #1 General Campsite

1. Use of the campsite and common area is for camping and related recreational purposes only.
2. The official camping season is May 1st until Columbus Monday for returning guests. Any non-returning guests will need to relinquish the site no later than October 1st. Anyone entering the parks during the winter months is doing so at their own risk.
3. Campsite shall not be a permanent residence or home site. No daily mail will be sent. Bulk packages are permitted.
4. Each campsite shall be maintained by the occupant and the appearance must be suitable to the conditions of the camping community. Occupants must correct the appearance of the site within one week or a fine will be imposed and there will be a violation of the lease agreement.
5. Management has the right to enter campsites for repairs and tree work within notice.
6. It is the responsibility of the site renter to maintain all hoses and connections in a safe and tight manner so the cords do not interfere with safety, and sewage does not leak onto the ground. You are responsible to have a gray water well in place, no gray discharge permitted
7. No vehicle shall extend into any roadways or be parked on campsites that are rented by the renter. Guests may use parking lots near Recreation Hall, no parking on vacant sites. 1 vehicle per site recommended.
8. No open fires of any kind are permitted except within a contained fire area. All fires are to be attended and extinguished upon completion.
9. No burning of any items that will give toxic fumes, no burning of pallets.
10. No hunting, trapping or use of firearms at any time are permitted.
11. Drug activity and disorderly contact is not permitted on the property. Management has the right to remove such a person from the premises.

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12. There shall be no offensive activity on the property which may become a nuisance to others including noise.
13. No structure is permitted to be built on any premises without the permission of management.
14. All decks must be treated lumber. Sheds must meet site requirements, check with management.
15. Quiet hours strictly enforced 10pm to 8am.
16. The site renter is responsible for the actions of their guest. They will be fully accountable for damages, breaking rules and vandalism.
17. Fireworks and firearms of any kind are prohibited.
18. No trampolines, portable pools, no portable water slides or motorized scooters of any kind permitted.
19. Only 2 vehicles per site and one golf cart persite.
20. No destruction of grass fines will be imposed depending on the damage.
21. Truck campers must never detached anywhere on the grounds
22. No EV charging on site
23. All seasonal sites must have campers no older than the last 10 years. Present campers are grandfathered in unless sold, in which case campers cannot remain seasonally.
24. One recreational vehicle permitted per site.
25. The use of outdoor clotheslines is prohibited.
26. No nails in trees for any reason. Withanging anything with nails in trees.
27. No trash is to accumulate on the site dumpsters are available for use for household type trash only. Bags must be tied.
28. No items that present a health hazard should be kept on site.
29. No littering or disposal of any garbage in the lake or around the park fine will be imposed.
30. Furniture or large appliances shall not be disposed of on the campground fine will be imposed. Site must be kept free of clutter , unstacked firewood, cinder blocks, excessive ornamentation, debris and or garbage
31. Disposal of old grills, refrigerators, chairs and other bulky items are not permitted. Boxes should be broken down prior to the placement in the dumpster, or we will stop allowing packages. We reserve the right to approve placement of signs or ornamentation,
32. Beer bottles, soda cans, water bottles and more should be stored in an inconspicuous place, free from visible sight
33. Anyone slandering via online or in person will be ejected from the park immediately without a refund.
34. In order to preserve an overall appearance of the campground, management reserves the right to inspect the site and to perform any service needed.
35. No refunds due to forced closure including health pandemics.
36. Campers may never use the campground address to register a child for school
37. Grass must be kept lower than 3.5inches, if we need to cut if for you there will be a fee. Grass cutting not permitted Saturday and Sunday

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38. Pre-season clean up must be completed by week 3 of opening. Memorial Weekend is not acceptable. You must care for your site every two weeks or be considered abandoned.
39. The titled camper must be the seasonal license holder
40. We provide free winter storage to existing seasonals who are current on their accounts. There will be a 10 percent charge for those not current. New incoming seasonals will pay storage of 10 percent.
41. Anything including signs, lights, ropes, hammocks and more hanging from the trees will be dismantled and taken down without warning . any hanging lights anywhere will be turned off no later than 10pm or will be taken down.

Section #2 fees and No Pay No Stay Policy

1. All sites renters with any outstanding balances will be locked out, unless there are special extenuating circumstances. Accounts must be current and paid by the designated deadlines. If accounts are not current the campground has the right to eject for non payments. Partial payments are not accepted.
2. Utility fees such as electricity are billed 3 times per season. If payments are not made by the due date management will begin a lock out procedure. Late fees will be added.
3. There will be a 10% winter rental fee imposed on the site if all deadlines and requirements are not made on time. For example, electric bills paid on time, deposits given on time, and balance paid by designated due dates. Failure to meet all three requirements will result in an additional 10% winter rental fee, along with a \$50 late charge.
4. If any of your cards/pins are lost or stolen, or pin number given out to guests not registered to your site there is a charge to replace them or they can be revoked. Damaged cards may be exchanged at the office for no charge. If your card has been stolen it may be replaced for \$15 if accompanied by a valid police report.
5. If under any circumstance the site or other outstanding bills remain unpaid at the end of that season. We reserve the right to take legal action. This includes but is not limited to claims court at which you will incur all charges affiliated with the process and so forth. We also reserve the right to charge monthly late fees and /or penalties. Unpaid bills are considered theft of services and will be prosecuted. You will also be responsible for our legal fees
6. Abandoned site: Seasonal Campers may desire to remove their RV from the seasonal site for things such as trips, maintenance and other reasons. No notification is required with an absence of 2 weeks or less. However, the site will still need to be maintained and the site will be considered abandoned if the registered camping unit has been removed for a period of time more than 2 weeks and management has not been notified. Clear notification is required from the seasonal camper of the campers intent to return to the site and a date of re-occupancy should be set. An abandoned site is cause for

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immediate seasonal license revocation and termination of license agreement. A seasonal guest may not leave the site vacant!

7. Failure to comply with the terms and conditions of the license agreement and failure to make timely payments is considered cause to terminate this agreement and be asked to leave the campground. Your RV can be removed from the site for nonpayment. We reserve the right to take steps for collections and the seasonal camper agrees to pay the incurred attorney fees if any

Fines

Periodically it is necessary to impose fines of a person(s) who refuse to comply with park rules and policies. Fines vary according to nature and severity of infractions. Management will impose whatever fines deemed necessary

Recommended fines are below but will impose whichever steps feel is necessary for the action.

- First offense -written or verbal warning
- Second offense - \$50 or greater fine
- Third offense- \$100 fine 3 strikes and you are out
- All offenses depend on severity. If the offenses is deemed severe enough by management they have the right to eject immediately without refund
- No tolerance policy
- Fishing is catching and releasing. Anyone removing fish will be charged the current value of fish plus amount for time it takes to replace the fish. Starting at \$100

Section #3 Speed Limit & Traffic Safety

Maximum speed in the park is 5 miles per hour. Speed in the beach area, and other high volume areas is 5 miles per hour. No unlicensed drivers shall operate any motor vehicles in the campground. Driving must follow New York State vehicle and traffic laws, all stop signs, and speed limits will be enforced. This includes golf carts and others. All drivers must have a valid NYS driver's license.

Anyone found speeding, driving recklessly or in violation of these guidelines will be given a warning for the first offense. The second offense will result in a fine payable immediately or will be charged to your site and so forth. No all terrain vehicles permitted. No mini bikes, go karts, motorized scooters, or similar vehicles permitted. All other vehicles must be operated in accordance with New York State Laws.

1. No riding on hoods, trunks, backs or other places that would not be permitted on NYS roads.

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2. No major vehicle repairs to be done in campgrounds.
3. The driver of any vehicle is not to have any obstructions or impairments including children on the lap. This includes driving while intoxicated.
4. All passengers of vehicles, including golf carts must be seated. No riding on hoods, fenders or anywhere else that has not been manufactured for seating. Must have a physical seat for each passenger.
5. Approved vehicles must be operated on roadways only. Stay off grass and other campsites.
6. All vehicles must have front headlights and reflectors or light on the back.

Section # 4 Golf Carts

- 1.) All golf carts must be electric and insured. You must submit a copy of your updated insurance cards, which will remain on file until the site is released. Updated copies must be submitted prior to the start of the season, prior to driving the cart. It is your responsibility to keep an updated copy of your insurance on file. In the event of an issue we will hold you responsible and it's your responsibility to keep the most current copy of it on file with the office.
- 2.) All Drivers must have a valid driver's license and be listed on your insurance to drive the cart
- 3.) All golf carts will need to have your site numbers on them; this number will be used to identify your cart. It is up to you to make sure that the cart is visibly numbered and numbers should be placed on all front, back and sides.
- 4.) All carts must be equipped with proper lighting and safety features. Inspections may be required
- 5.) No gas carts are permitted to be driven inside the campground unless they were grandfathered in or given specific approval

Anyone found speeding, driving reckless or in violation of these suggested guidelines will be subject to fines and removal of the cart. The office will keep track of all offenses and, and we reserve the right to have a golf cart driver and cart vacate the park.

Section #5 Campsites and Recreational Vehicles

Camping comes with inherent risks involved.

- 1.) All units must be insured with proper documentation, and this documentation must be kept current and on file with the camp office before the season begins.
- 2.) If you wish to change your site there will be a minimum of a \$25 administrative fee, based on the amount of work that's needed.
- 3.) Seasonal campers recreational vehicles must be current to, within the last 10 years, this is for original RV owners only. This does not apply to transfer of sales, we do not grandfather them. Sale of the trailer means forfeiture of the site. What this means is if you sell your camper it is not able to stay unless approval from management is given. Sale of camper does not include the site, nor does it include the site fees paid. Sites are non transferable. Anyone purchasing the site will owe the site fees and original fees are not refundable.

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- 4.) Management is not responsible for theft, vandalism, or random acts of nature
- 5.) Only 2 adults and 3 children are included in the seasonal rate. Children are ages 17 and under. We do not allow additional adults to be added to use campsites, this would be subletting and sites are not to be sublet. We only allow immediate family members as add ons and you must be present to have them at your site
- 6.) You are responsible for maintaining your site. This includes but is not limited to keeping a clutter free site. Grass needs to remain less than 3.5 inches tall. If it reaches 4.5 tall we will cut it and it will be billed to your account for a minimum of \$75. Your site is to be clean and presentable, weeds must be tended to.
- 7.) You must park at your own risk. You are permitted 2 vehicles per site, one RV and one vehicle. Parking on vacant sites is not permitted. Extended use of public parking is also not permitted.
- 8.) Campfires must be contained at a controllable level. They must never be left unattended, and have to be put out before retiring for the evening. No fires over 2 feet, no fires on windy days, and no fires in extremely dry conditions. No fires during burn bans.
- 9.) Only one picnic table allowed per site. Do not move picnic tables. If you need an extra one please let us know, if available they are \$75 per the season. Do not deface picnic tables
- 10.) Picnic tables are provided as a convenience, do not abuse them. Please report any tables that need repair. Consider the use of protective coverings to keep your table nice.
- 11.) Do not tie anything to the trees, if you kill the tree you will buy the tree. No use of clothes lines. Do not drive nails into trees.
- 12.) Do not dig holes of any kind into the ground for any reason. Do not make your own speed bumps.

Section #6 Child Supervision

- 1.) Children are to be supervised at all times, by an adult 18 years of age and older. Parents and guardians are fully responsible for their children and visiting children. Parents must be aware of the child's location and behavior, playgrounds, gaga ball and others are not adequate supervision.
- 2.) Children under the age of 12 are not permitted in public areas such as restrooms alone, without adequate supervision.
- 3.) Swimming is permitted only during office hours of operation. Children can never be left unattended while swimming or on beaches or surrounding areas. Child supervision under level 4 of NYS states that a child must be supervised under the age of 16. Swimming waivers need to be signed prior to the use of such water ways that states you understand what your requirements are for swimming here at this facility.
- 4.) Children must be accompanied and back at the campsite before 10pm, and shall remain there until 8am the following day. This includes all children 17 years of age and younger. Any child or children found wandering from their site will be escorted back and parents held responsible, repeat offenders will be asked to leave our facility.
- 5.) All children must be supervised as per NYS Penal Law section 261.10. Offenders will be asked to leave
- 6.) All children under the age of 4 must be carried in safety seats as required by NYS. Children must wear helmets as required by NYS. Helmets must be worn on bikes,

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scooters, skates and all moving objects they may ride on . Warnings will be given then asked to leave

- 7.) Note all amenities including but not limited to petting zoo, playground, courts and more are open 10 am until dark. No other entry permitted after dark

Section #7 Visitors

- 1.) All seasonal campers are responsible for their visitors . This may include, but is not limited to poor behavior, vandalism or any circumstance that are not permissible on the campgrounds. Any visitors causing a disturbance will be asked to leave immediately, and may result in termination of seasonal sites as well.
- 2.) Day time visitors are permitted entry from 10 am until 8pm and must vacate the campground by 8pm. Overnight passes are available. Anyone planning to stay past 8pm will be charged the overnight rate. Site is not to be used in your absence, at any time for anyone including your children . There is a max number of persons permitted to a site, 8 including those renting the site. Do not exceed max occupancy.
- 3.) There are no extra tent sites, RV sites, Camper Vans or other to occupy the space, we allow one unit per site. You may not set up extra accommodations to accommodate extra people. Only those registered to your site will be able to stay the night in your facility while you are present.
- 4.) Subletting is not permitted. If we find out that 2 or more families are sharing a site, we will eject that site immediately, and those involved will be charged with theft of services.
- 5.) Visitors are not permitted to bring in pets such as dogs or any other animals that are not service animals. Only registered guests will be permitted to have their pets with proper documentation and vaccinations.
- 6.) We are not allowing on-site parties or DJs. There is a maximum number of guests allowed per site, not to exceed 10 plus those registered to the site. This means there will be no private parties allowed on the camper individual sites, more than allotted amount of people will create a disturbance for your fellow campers. More than the maximum amount will need to rent a pavilion. This includes birthday parties at the beach . you must reserve your space and not just have a pop up party.

Section #8 Utilities

- 1.) We conduct meter readings 2-3 times per season. Seasonal Site holders are responsible to obtain and pay their own bills. You are responsible for your electric, which is metered. You will receive a bill and it will be due within 3 weeks. After the grace period is over and a bill is left unpaid you will incur a late charge of at least \$50 per bill plus a monthly interest fee.
- 2.) It is your responsibility to obtain and pay your bills . Bills can be paid by cash, check, money order not credit! Payments can be made in the office with an office staff member or by mail made payable to Sleepy Hollow Lake.
- 3.) We try to get the bills sent out via email but sometimes circumstances do not allow it, please check for your bills mid June, Mid August and early October.
- 4.) Pump outs are to be paid for in advance for the season. We offer pump out packages which you sign up for by the end of April. Pump outs will not be done unless prepaid. We offer a one- time pump out as well, and sign up in the office for a fee. Back flushing is available for an additional fee, after the pump out package is purchased

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- 5.) We are on city water, public connected and not well water like most parks. On the first electric bill you will have a one time per season charge of \$15, this will cover water usage for the season.
- 6.) Propane is available for filling here. Please drop off the approved containers to be filled prior to 2pm if you need them that day. Payment is required at the time of drop off. Propane cylinders must have proper safety valves to be filled and must be compliant. Containers may not enter the buildings and must be left outside. Tanks must not exceed 100 pounds, and must not be enclosed.

Section #9 Firewood

- 1.) In compliance with NYS laws concerning the Asian Beetle and other insects, outside firewood is not permitted. Literature pertaining to this law is available upon request. We do NOT allow it with DEC forms either, outside firewood is not permitted.
- 2.) Firewood may be purchased at the store, via tractor loads or kiln dried bundles, and will offer delivery when available.

Section #10 Pets

- 1.) Pets are permitted as long as they are never left unattended.
- 2.) They must be kept leashed at all times. Pick up after your pets! Anyone not picking up after them will be fined. We offer 6 pet waste stations in the campground.
- 3.) Copy of shot records and must be kept on file and kept current. It is your responsibility to keep the most up to date records on file with our office.
- 4.) Only household pets are permitted. No animals such as livestock or exotic animals are permitted. We allow 2 pets per site.
- 5.) Pets are not permitted in public areas such as the beach or the pool. Pets not permitted in high volume areas such as the office, pavilion, playground and more.
- 6.) Day visitors are not allowed to enter with pets.
- 7.) All responsible parties for the pet are required to have at least one person sign the pet waiver document and turn in a hard paper copy of the rabies at check in. The waiver is now attached here for your preview.

Sleepy Hollow Campground
13800 Siehl Rd Akron, NY 14001
www.shlfurryfriends@gmail.com
signedwaivers@sleepyhollowcamp.com

(716)542-4336

Pet Waiver Form

Guest Name	Phone Number _____
	Site Number _____
Name of Vet	Address of Vet
	Phone Number: _____

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Pet #1	Pet #2
Species & Breed	Species & Breed
Pet Name & Description	Pet Name & Description
Rabies #	Rabies #

I hereby agree to the following regulations and conditions while staying at Sleepy Hollow Campground

- 1.) I agree my pet must be current with ALL required shots and immunizations
- 2.) I agree my pet will be allowed at the above site/cabin and not those of other guests or at any cabins that do not permit pets
- 3.) I agree the minimum security deposit for my pet inside a cabin rental will be left at check in and may not be refundable if there's extra cleaning or damage
- 4.) I agree that the cost for repair for any damages or additional cleaning charges will be charged to my credit card accordingly, even if discovered after departure. This includes flea treatment etc..
- 5.) I agree the maximum of pets per site/cabin are 2
- 6.) I agree to keep my pet out of the pool/swimming/beach/playground/pavilions and other common areas
- 7.) I agree to keep my pet with me and will not leave the pet in the unit unattended
- 8.) I agree to walk my pet on the outer area of the property away from the common areas and buildings and will clean up after my pet.
- 9.) I agree that my pet will not be on any furniture of Sleepy Hollow without protective coverings and the pet owner will be responsible for shedding or damages.
- 10.) I agree that if my pet is not cleaned up after there will be a fee charged to my account for cleaning
- 11.) I agree to prevent noise or any other disturbance by my pet, in the interest of other guests. Excessive barking or noise complaints will not be tolerated
- 12.) I agree that barking, biting and other harmful nuisances will not be tolerated. Should disturbances create complaints, at discretion of management I agree to make arrangements to house my pet elsewhere outside of the campgrounds

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- 13.) Should there be any harm caused by my pet I take full responsibility to the maximum extent and the campground, DBA Sleepy Hollow Lake will not be liable. I understand that if my pet bites someone they will be asked to vacate immediately without refund
- 14.) I agree that in the event my pet harms someone, the campground is not responsible and you agree to pay any and all campground fees should they be incurred from your pet, including lawyers fees.
- 15.) I agree and understand should i choose to depart early due to an issue with my pet there will be NO REFUND,

Although Sleepy Hollow does not place a size limit on pets, for the best interest and everyone's safety NO AGGRESSIVE BREED of dogs will be permitted to stay at Sleepy Hollow or allowed on the property by any visitor or guests. It is the responsibility of their guest to inform the staff of the breed of dog prior to making a reservation. Any dog with a known aggression will not be permitted entry

Note : Day guests are not permitted entry with animals unless they are verified service animals

Guest Signature	Date
Witness/Staff Signature	Date

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Section #11 Recreational Park Usage

- 1.) Laundry facility and Work Out Center are for your enjoyment and should be respected. Keep the areas clean and should be respected. Anyone vandalizing these facilities will be prosecuted. Users must be 18 and over to use these facilities.
- 2.) For sale signs on the campers are not permitted. We have a bulletin in the office for posting. Check with management before posting. If you are selling your camper and we need to show your camper, we will charge a 10 percent fee from the sale price.

Section #12 Security and Conduct

- 1.) Security is in place to ensure that the well being of Sleepy Hollow and its campers are protected. Security is in place to enforce the campground rules. They should be respected and acknowledged.
- 2.) There shall be no illegal activity of any kind. Report anything you may see illegal to the office immediately. We uphold confidentiality.

Section #13 Water and Boat Safety Fishing

- **Pool and Beach have swimming waivers that must be signed and acknowledged . These waivers will be kept on file. You may now sign them electronically. It is your responsibility to sign the waiver and your guest must also sign the necessary waivers. Emergency Numbers 911, Police 911, Ambulance 911, Fire 911**
- 1.) No swimming or boating when the beach or pool are closed.
 - 2.) Swimming is not permitted outside the buoyed areas.
 - 3.) No running , diving, jumping, horseplay, foul language of any kind!
 - 4.) Children under the age of 16 require adult supervision, no exceptions!
 - 5.) Glass containers are not permitted on the beach or surrounding areas. Absolutely no food or drinks inside the pool.
 - 6.) Pets are not permitted in the pool or beach areas
 - 7.) In the event of inclement weather waterways will be closed immediately and may or may not reopen
 - 8.) No excessive noise, if the neighbor can hear you you are too loud. Keep music to a minimal level
 - 9.) Life jackets must be worn for boats. No standing on the boats. Boats must be returned to proper areas. No motorized boats permitted.
 - 10.) No vehicles allowed to park on the beach or sand, use parking lots only
 - 11.) No swimming in non designated areas
 - 12.) No swimming or boating or other under the influence
 - 13.) Emergency phone located outside of the recreational hall, along with saving devices
 - 14.) Fishing is catch and release only

Section # 14 Signature Pages and Acknowledgments

Please see the Swim Waiver Below. By signing the agreement here you are in agreeance with the swimming requirements at this facility and you agree to uphold the rules regarding safety precautions and child supervision

Sleepy Hollow Seasonal Agreement

Sleepy Hollow Lake Campground at 13800 Siehl Rd Akron NY 14001

In consideration for myself, and all persons entering under MY SUPERVISION, being permitted to camp and participate in the activities at Sleepy Hollow Lake, I and all persons listed below, agree to the following Waiver and Release:

- I hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS, Sleepy Hollow Lake, all officers and employees of all liability for injuries caused by, but NOT LIMITED TO, the following activities: CAMPFIRES, HIKING, FISHING, SWIMMING, SAUNA, PLAYGROUND EQUIPMENT, WAGON RIDES, PLANNED EVENTS, DOGS, SHOWERS, SPEED BUMPS, BICYCLE OR MOTORCYCLE USE, GOLF CARTS, ELECTRIC SCOOTERS AND ENCOUNTERS WITH WILDLIFE. I acknowledge that camping has many hazards and that there are risks that cannot be eliminated, particularly in a wilderness environment.
- I hereby acknowledge that Sleepy Hollow is not responsible for any theft, loss or damages incurred during my stay.
- My signature below confirms that I have read and agreed to abide by all rules and policies at Sleepy Hollow Lake. I also understand that I can be asked to leave the property, without refund, for failure to follow said rules and policies. A copy of which can be found at our office.
- I hereby consent to photographs and videos taken of me and all parties listed below during our stay at Sleepy Hollow Lake for purposes of event documentation and promotion of Sleepy Hollow Lake. Names will not be published.
- My signature confirms that I have valid rabies certificates for any pets in my party. A copy will be provided if necessary.
- I have reviewed and read the swimming pool policies mandated by NYS and the Erie County Health Department. The swimming pool policies are as follows, but NOT LIMITED TO:
 - **THERE ARE NO LIFEGUARDS ON DUTY**-Swim at your own risk
 - **NEVER SWIM ALONE**. A minimum of two adults, 18 years of age or older must be present whenever this swimming facility is in use, with at least one adult remaining on the pool deck.
 - **THERE IS NO SUBSTITUTE FOR ADEQUATE SUPERVISION**. Children under the age of 16 years of age must be accompanied to the swimming facility by a parent or guardian 18 or older, (an adult who is responsible for the children and their behavior)
 - **IN CASE OF AN EMERGENCY, NOTIFY 911 IMMEDIATELY AND NOTIFY THE FACILITY OPERATOR**. A free telephone is provided at this facility. (Main Office, REC Hall and at the pool patio)
 - Only use the swimming facility during posted hours of operation
 - **NO** Diving into the swimming pool, **NO** jumping into the swimming pool.
 - **DO NOT DRINK ALCOHOL** and swim, **NO FOOD OR DRINKS** inside the pool gate

I have read the above carefully, I clearly understand and voluntarily sign this waiver and release agreement. I have also discussed this waiver with all persons in my party and they have authorized me to sign this waiver on their behalf.

Return this waiver to the office filled out, please Print

Name: _____ Age: _____ Date: _____ Site# _____

Signature: _____ Camper you are visiting: _____

Sleepy Hollow Seasonal Agreement

ADDITIONAL ADULTS & KIDS

AGE

Sleepy Hollow Lake Hold Harmless and Indemnify Waivers

**Important notice that this is a legal document -A Release of Liability
For Lodging, Campsites, and Accommodations at Sleepy Hollow Lake Campground**

Please read and understand this document before signing. If you have any questions, please ask. You are giving up specific legal rights for you, your family, your heirs and visitors as well as pets by signing this agreement.

LVL Resort Corporation DBA Sleepy Hollow Lake and its employees, agents, vendors, directors, officers, sponsors, advertisers, volunteers, contractors, and subrogors (hereinafter Sleepy Hollow Lake) hope that you have a rewarding experience. We wish to inform our guests/renters and visitors that camping, RV camping, staying at a campground such as Sleepy Hollow Lake and being outside (hereinafter camping) are not free from risks. The same elements that contribute to the unique character and fun of camping such as physical exertion or the settings and surroundings can cause loss or damage to equipment, injury, illness or in extreme cases death or permanent trauma. We do not want to heighten or reduce your enthusiasm or fun for the experience, but we do want you to know in advance what to expect, as well as be informed of the possible risks. We require that you read this, sign this and submit it to the office.

Express Assumption of the Risk

There are risks that accompany all aspects of life as well as some of these risks are inherent in your stay at Sleepy Hollow Lake; some are changed, increased or decreased due to the activities of Sleepy Hollow Lake. you will be involved in camping, traveling, outdoors where you will be subject to numerous environmental and other risks. You must understand and accept all the risks of your stay or activity, inherent and others.

You understand that you are renting a cabin/building /tent/structure for you and your family and guests to stay. You must familiarize yourself with the entrance, exit and how all appliances work. Ask questions if necessary. You understand this facility does not meet the code requirements of a city because of its location and structure. You

understand that because you are staying outdoors that the structure is not animal, bug or pest free. You understand and agree that you will not leave food out for the wildlife. Heating/ Air conditioning and Refrigeration, if available, will not be the same as at your home.

At camp the terrain is different from cities. The Roads, Trails and Walkways along with campsites will be uneven, broken and different from made surfaces of driveways. The conditions of the terrain will vary everyday depending on the weather and natural forces. Rocks, stumps, roots and other natural or man made objects on the trail will be loose or projecting.

Any water from rain, snow or natural or manmade resources will make camping slippery and muddy. If you are walking, running or moving around the campground, it might be over rugged off trail terrain, steep slopes or slippery rocks. Attendant risks include collisions, falling, drowning and others associated with such travel. In camp be aware of trees, branches and overhead objects. Never throw rocks or other objects.

Meals may be prepared over grills or open fires. If using an open fire , have a source handy to put out the fire and only use it in unapproved fire pits or locations. If you are using propane or other grills make sure you know how to use it.

Environmental risks include rapidly moving deep or cold water, insects, snakes, predators, and other animals. Falling and rolling rocks, lightning, flash floods, storms and other unpredictable forces of nature, including weather that may change to extreme conditions without notice. Additional risks may include but not be limited to hypothermia, frostbite illness, sunburn, heatstroke, dehydration and other mild or serious conditions.

Sleeping out of doors can present special problems, even with outdoor mattresses or pads. Sleeping can be uncomfortable.

Sleeping outdoors where the air is subject to greater environmental changes can be uncomfortable. Insects and other animals may visit your site or bother you at night.

You will be in the habitat and home of native and possibly rare animals, plants and wildlife such as; you are intruders. You agree to

respect the environment you are entering and to treat all wildlife with respect. You understand you can not disturb any wildlife you may encounter and to leave the area in as pristine condition as possible. Please take all the garbage to the dumpsters. Annoying, chasing and harassing wildlife is illegal and may permanently injure them. Do not feed the wildlife. Feeding the wildlife leads to their starvation over the winter. Federal laws protecting threatened or endangered species in any way may subject you to fines and criminal imprisonment. Animal bites, scratches, pecks, claws and more all are risks of camping and can cause injury. Do not catch or attempt to catch any animals, even if they appear to be hurt. This could harm you. Give wildlife plenty of room.

Poison Ivy is indigenous to the campground areas. Do not eat plants until you are sure of their identity. Plants can be poisonous to the touch and more so if ingested. This includes berries.

Water in the wilderness can also be dangerous if consumed. Do not drink water from streams, creeks, pools, gem mining or lakes including the ponds or other water features,

While camping. The water may look clean but it can contain germs and other contaminants that make it unsafe for drinking.

Sleepy Hollow Lake offers several opportunities for you to experience the activities and entertainment at the facility. Sleepy Hollow Lake is only acting as a travel agent in assisting you in finding and enjoying these amenities of other businesses, and is not an agent, owner or partner with the companies and activities we recommend.

You and your family understand that you can use the showers, game rooms and other facilities while at the campground you agree to use them for the purpose that they are meant for and agreement from information you receive.

There are no lifeguards on duty at our facility (pools, lake etc.) Never swim in areas beyond your means or where it is beyond your ability to get safely out of the pool. Never allow children to swim without being accompanied by a parent, guardian, adult. Always swim with a buddy or someone who is watching to assist or be available for rescue if you

have problems. Before swimming, familiarize yourself with the layout of the pool(s) and other features, rescue devices, and emergency phone location. Know where you and your family can swim and should not swim. Know when the water ways facility is open and closed. You understand that while using the waterways facilities you and your family must abide by New York state law on their use which you have read on the website and received when you checked in. You must also complete a waiver.

Accidents can occur entering or exiting a pool or swimming area. You might injure yourself by falling against some object in or around the pool, beach on the shore or deck surface. Pools, and spa's and other features increase the fun and risk over a regular swimming pool. Slides, steps, highly accelerated water from water can hit your eyes, cause you to lose balance or cause injury.

Although the water in our pool (s) and waterways features meet NY requirements, you can still catch an illness or disease from the water if there are ill adults or children swimming. You agree to keep sick kids out of all aquatic areas, no exceptions. Knowingly putting a sick child in a common area is dangerous to everyone. You understand all infants must wear a swim diaper while visiting any waterway facility. Never leave any child alone in the aquatics area, they can slip or fall or fall in the water where they cannot swim or into a pool or lake where they can be injured or killed.

Swimming in any body of water has risks. Only swim in the pool and beach area, not in any of the streams or ponds on the property. If you are having trouble, there is a greater chance that you cannot be seen if you sink beneath the surface of a pond or stream as well as the dangers of the water itself. There may be hidden or unknown obstacles as well as floating debris, sharp rocks, or objects that can injure you. Open water, rivers, lakes, and ponds have currents, whirlpools and waves, which can cause you problems, make swimming more difficult or sweep you from shore or under the water. Accidents can occur entering or exiting a pool or swimming area. You might injure yourself falling against some object in or around the pool or on the shore.

Flash floods are a threat in any open or moving water all the time. Although it may be sunny where you are, rain miles away can create a dangerous situation. It can cause our creeks to rise dangerously fast. Children must be retrieved from these creeks and ditches immediately if rain is present. Moving water is always dangerous, anything near or above your knee can cause a foot entrapment.

Playgrounds are great places for kids to explore, grow and to learn about themselves and others. At the same time, no playground is safe. If you allow your child to visit the playground, you agree that you will accompany them. Make sure your child does not explore a structure or feature that is beyond their skill set or experience. Laser tag, gem mining, shuffleboard, kayaking, canoeing, bounce pads, horseshoes, volleyball, basketball, pickleball, petting zoos can cause injury if the rules are not followed or people become enthusiastic about their play.

Individual and team sports are fun and make up a significant component of our society. Games such as basketball, flag football, capture the flag, soccer, ultimate disc volleyball, lacrosse, softball, tennis, paddle tennis, and other similar sports allow guests to run, jump, hit balls with sticks, bats, arms, or feet, or sometimes their heads. All of these sports involve risk. Running into an object, another camper or falling on the ground will happen in any sport; all sports involve contact. We can not guarantee that our posted, hosted events will not cause an injury.

Individual sports or activities such as aerobics, tumbling, martial arts, mini golf, conditioning, tennis, and wrestling can also create injuries. If you engage in any sport, activity, or play, you may be injured. Activities such as fishing, swinging, sliding, climbing, jumping on the jump pad or any inflatables, biking, riving, or riding in a golf cart, horseshoes, corn hole, frisbee, can-jam, tether ball, bubble soccer, basketball, volleyball, badminton, tag football, skateboarding,

unicycling, flying kites, baseball, softball, launching water balloons, gaga ball, hay rides, or any other activity can cause injury or death.

Please be safe and understand your risk.

It is also possible that some participants would suffer mental anguish or trauma from the experience or their injuries.

This list is not an exclusive or exhaustive list of possible injuries; trauma or accidents that may occur during your stay here at Sleepy Hollow Lake as described above, or that you may encounter. Most of these injuries are rare, and you are not likely to encounter them. However, they have occurred, and you need to know about them and other possible injuries not mentioned above. These injuries occur more often when the participants are using drugs or alcohol or not physically able to undertake the activity during your stay.

You certify that you have reviewed this document with your family. You certify that you have examined the SLEePy Hollow Lake website and looked at the information, rules, and risks posted on the company website. You certify that your family, including minor children, your spouse, partner, and extended family and yourself are fully capable of participating in any activity, fun, or program during your stay. You state that you have read the above statement on some of the possible risks during your stay. Therefore, you assume full responsibility for yourself, your family, including minor children, your visitors for bodily injury, death or loss of personal property and any expenses as a result of your negligence, negligence of your family. You hereby expressly consent and assume all risks of the activity for yourself and your family, including the risks associated with traveling to and from the activity. You also understand that Sleepy Hollow Lake reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of staying with Sleepy Hollow or participating in any ACTIVITY. Your family and you are in good physical condition and able to undertake this activity. As a Parent you

agree to read and to explain to any minor all posted signs and warnings, including instructions on use of equipment as well as risks outlined in this agreement and agree participants will obey all signs, and warnings posted and to obey instructions from staff.

CONTRACT, WAIVER, RELEASE, AND INDEMNIFICATION

For the opportunity of staying with the Sleepy Hollow Lake as consideration, you agree to waive any legal right to any claim and agree to indemnify and hold harmless Sleepy Hollow Lake, its agents and employees, as set forth above, from all claims, damages, losses, injuries, and expenses arising out of or resulting from your family's or your participation in these activities for all past, present, or future claims, demands, and causes of action. This release of liability covers all risks of the activity and any negligence of Sleepy Hollow Lake, including claims for negligent hiring, instruction, operation, or other forms of negligence not normally associated with the Activity or associated with the business and employees. You agree the Sleepy Hollow Lake has a subrogation/right to indemnification for your actions based on any permit, grant, contract or agreement with third parties. You further agree to release, acquit, and covenant not to sue Sleepy Hollow Lake, its agents, and employees for all actions, causes of action, past, present, or future claims or damages, damages in law or remedies in equity of whatever kind, including the negligence of Sleepy Hollow Lake, negligence of another participant, or negligence of your family, yourself or your heirs, against Sleepy Hollow Lake arising out of participation in this program. This agreement covers the incidental transportation to and from the recreation location. In short, you cannot sue Sleepy Hollow Lake or anyone else for any reason if you or your family or minor child may receive an injury, and if you do you cannot collect any money.

This release shall not be superseded by any other agreement, nor shall this release supersede any agreement, whether there is any perceived inconsistency or not.

You agree to indemnify, agree to subrogation and to reimburse Sleepy Hollow Lake for any damages, costs, fees, or expenses Sleepy Hollow Lake expends on you or your family's behalf, including the cost of any Search and Rescue or for any damages you may do to third parties. You understand this means you are the insurer for Sleepy Hollow Lake for any actions or damages, you or your family may incur.

You agree to the site of any lawsuit and the law governing any such lawsuit shall be Erie County New York and governed by New York Law no matter the perceived or actual difficulties, deprivation of a meaningful day in court, or the harm to either party;s case or trial in Erie County New York applying New York Law. You understand and agree that you may be giving up the right to a deprivation if a meaningful day in court and that there are no extraordinary circumstances that would change that legal issue. You agree this forum selection clause applies to all claims, counterclaims, defenses, and third-party claims brought by either party to this agreement.

The terms of this agreement shall continue and be, in effect after your stay has ended. No changes in this document are valid.

As liquidated damages, you hereby agree that if Sleepy Hollow is forced to defend any action, lawsuit or litigation or for breach of the covenant not to sue or the covenant of good faith and fair dealing, by yourself, your executors, and you agree to pay Sleepy Hollows costs and attorney's fees if they successfully defend such action, lawsuit, or litigation. You understand and agree that you are indemnifying Sleepy Hollow Lake for any claim you may bring or for any injury you receive. If you do, you will pay Sleepy Hollow Lakes damages and costs, including attorney fees. Should any sentence, clause, paragraph, or part of this agreement be declared unenforceable by a court of competent jurisdiction, the remaining parts or paragraphs shall remain in full force and effect. This release is intended to be

interpreted as broadly as possible to affect the intent and purpose of the release. Except as specifically stated otherwise herein, this Agreement sets forth the entire understanding of the parties and all prior understandings or communications, electronic, online, written, or oral, are superseded by this Agreement.

If you do not want to sign this release, you understand you cannot be on Sleepy Hollow Lakes property, and you are free to go to other properties.

All members and guests are responsible for securing their own health insurance. The Facility does not provide medical coverage for injuries sustained on the premises or while participating in Facility-sponsored activities and events, whether on the premises or not. You haven adequate health, disability, and life insurance for your family and yourself.

You, of your own free will, for your family, your minor children, your heirs and executors and yourself, you have read, understand and acknowledge the risks and liability for yourself and your family.

You acknowledge that you have received a Copy of this Document if you wanted one. You understand that you are signing this document electronically or may be signing this document electronically in the future. You understand and agree under state and Federal law; there is no difference between signing this electronically or in writing.

You Have Read and Understood this Agreement. You are Voluntarily Signing this Agreement. You understand you are giving up certain legal rights for yourself, your family and your heirs.

By signing this you understand you, your family, and your heirs cannot sue for any reason. If you or anyone else sues because of your injury, you, and they cannot collect any money. If anyone sues and loses you will owe us money.

Sleepy Hollow Seasonal Agreement

I understand I am signing this for myself, my family, and my minor children.

Check in Date: _____ Check Out Date: _____

Total # of adults camping with you (including yourself) _____

Total # of children camping with you (17 and under) _____

Contact information

First Name:

Last Name:

Email Address:

Phone Number:

Sleepy Hollow Seasonal Agreement

Street Address:

City:

State:

Zip Code:

I have read the above carefully and I clearly understand the terms and conditions. I am signing this voluntarily , and have also discussed with all the persons in my party and they have authorized me to sign this agreement on their behalf.

Digital signature.

I understand this is a legal representation of my signature