

## Terms & Conditions

### RESERVATIONS

Reservations can be made online through <https://app.fireflyreservations.com/reserve/property/BlaineMemorialCampground>

- There is a \$3.50 non-refundable booking fee and a \$1.50 non-refundable processing fee.
- Reservations are payable via credit card and must be paid in full at the time of booking and are non-refundable except as per the cancellation/refund policy.
- We accept Visa and MasterCard. Reservation fee payments will confirm that you have read and agree to our rates, extras, general rules & regulations and all policies regarding cancellation, pets, campfires and COVID-19.
- A reservation change fee of \$5.00 will be charged for any changes made to a reservation. The change fee will apply to each change made and multiple changes to a reservation will incur multiple change fees.
- The Campground Hosts reserve the right to change the site originally reserved, due to unforeseen circumstances.

### CANCELLATION/REFUND POLICY

- If a reservation is cancelled more than 14 days prior to the arrival date, a 50% refund is issued.
- For cancellation of a reservation less than two weeks prior to the arrival date, the full amount of the reservation payment is forfeited.
- For reservations paid with a credit card, refunds will be credited to the credit card on file with respect to the reservation.
- A reservation change fee of \$5.00 will be charged for any changes made to a reservation. The change fee will apply to each change made and multiple changes to a reservation will incur multiple change fees.
- No refunds for reducing nights or changing reservations after you have arrived on site.

### PET POLICY

If you are bringing your pet please observe the following:

- Pet rates are \$5.00 per night per pet, with a maximum of two pets per site.
- Pets must be kept on a leash at all times.
- All animals are to be kept inside at night, and are **NEVER** to be left unattended.
- Pets may not be left tied outside when owners are not present.
- The pet's presence and behaviour will not be allowed to affect the well-being and quiet enjoyment of the Campground premises by other Campground guests
- Two pets allowed per site
- You are solely responsible for picking up after your pets. Owners must dispose of all droppings left by their pet.
- Any aggressive animals will be reported to the proper authorities for removal from the premises. Rock Creek & Boundary Fair Association has the sole discretion when any determination is made. By law, you are strictly liable for any injuries caused by your pet.
- The owners assume full responsibility for any damage, however caused, resulting from the pet being allowed in the Campground Premises.
- Pets are not permitted in buildings, including washroom and shower facilities.
- Pets are not permitted on/in any other area of the adjacent Fair Grounds whatsoever.

- Owners of any pets caught breaking these rules will first be given a warning, and if the problem continues, will be asked to leave the Campground without a refund.

### **CAMPFIRE POLICY**

- Campfires are permitted within the provided fire-pits, unless there is a Provincial Fire Ban in effect. Please check the BC Wildfire Service website for the current restrictions on campfires  
<http://bcfireinfo.for.gov.bc.ca/hprScripts/WildfireNews/Bans.asp>
- For your safety, please do not move fire pits from established locations.
- Bundles of firewood are available for purchase from the Campground during permitted fire burning seasons
- Only clean seasoned firewood is permitted on the property.
- The collection of any natural resources in the park for fire burning is prohibited
- Fires must be contained to 0.5 metres high by 0.5 metres wide, and must be supervised at all times, as per Provincial Regulations.
- Campfires must be extinguished before retiring for the night. The last remaining person at the campfire is responsible to extinguish the fire before retiring for the night.
- Only CSA or ULC approved portable cooking apparatus or propane fire rings are permitted and the flame length must not exceed 15 cms. If a device is placed on the ground, the user must place the unit on gravel, sand or non-combustible surface - NOT ON GRASS, and maintain an adequate fuel break around the device that is free of flammable materials.
- Fireworks, pyrotechnics, sparklers, sky lanterns or any devices or apparatus with open flames or sparks, except those devices identified immediately above, **ARE NOT PERMITTED**, anywhere on the property under any circumstances.

### **GENERAL RULES & REGULATIONS (TERMS OF SERVICE)**

- Quiet time is between the hours of 11:00 PM and 8:00 AM and applies to EVERYONE with NO EXCEPTIONS
- Check in time is between 3:00 PM and 8:00 PM.
- Check out time is 11:00 AM - NO EXCEPTIONS.
- Campground gate locks by 8 PM, so if you arrive back at the campground after that time you may enter the campground through the small gate and park your vehicle across the road in the parking lot.
- Maximum speed in the Campground is 10 kms per hour to ensure safety of other campers, kids and wildlife.
- Use of illegal drugs are not permitted in the Campground.
- Consumption of alcohol and cannabis products are permitted within your campsite only. Consumption of alcohol & cannabis products to the point of physical or mental impairment is not permitted. Please be courteous to the other campers.
- Only CSA or ULC approved portable cooking apparatus or propane fire rings are permitted and the flame length must not exceed 15 cms. If a device is placed on the ground, the user must place the unit on gravel, sand or non-combustible surface - NOT ON GRASS, and maintain an adequate fuel break around the device that is free of flammable materials.
- Fireworks, pyrotechnics, sparklers, sky lanterns or any devices or apparatus with open flames or sparks, except those devices identified immediately above, **ARE NOT PERMITTED**, anywhere on the property under any circumstances.
- No ATV's/off-road, or unlicensed vehicles are permitted to be operated in the campground.
- Maximum of 6 people per site.
- Must be 19 years of age or older to book a campsite.
- Campers who are 18 years of age and younger must be accompanied by a parent or legal guardian.

- Be aware of wildlife - do not leave food outside and keep a clean BBQ
- Garbage and bottle recycling located next to the pit toilets.
- Keep your site clean/neat. Respect your neighbours' privacy – do not trespass through occupied sites.
- We have no sewer hook-up so please ensure that your holding tanks are empty if staying for longer than a few days.
- Absolutely no dumping of grey water anywhere on site.
- Coin operated (loonie) hot water showers are available onsite.
- Tarps and/or clothesline are not permitted to be attached to trees by nails or spikes or anything that penetrates the tree.
- Generators are permitted but only between the hours of 8:00 and 10:00 AM and 7:00-8:00 PM.
- Parents are at all times responsible for the conduct and behaviour of their children, and are financially liable for any possible damage to the property.
- The Blaine Memorial Campground and the Rock Creek & Boundary Fair Association is NOT responsible or liable for accidents, personal injury and/or lost or stolen property.
- We reserve the right to evict anyone violating the rules, destroying property or creating a disturbance with no refunds granted.

#### **RATES:**

Riverside RV sites with 30 amp power & water: \$40 per night, plus applicable taxes

Other RV sites with 30 amp power & water: \$35.00 per night, plus applicable taxes

Non-serviced RV sites on either side of Muriel Blaine Lane (centre of campground): \$25 per night, plus applicable taxes

Standard Pull-Through RV Site non-serviced: \$30.00 per night, plus applicable taxes

Tent only sites - \$20.00 per night, plus applicable taxes

Pets: \$5.00 per night per pet with a maximum of two pets per site.

Each RV Serviced and Non-Serviced sites may have one RV & towing vehicle plus one other vehicle provided that all vehicles fit within the boundaries of the site and do not encroach on adjacent sites.

Tent only sites are for tents only. The campground will have a loading/unloading area along with wheelbarrows/wagons to transport your equipment & supplies to your site. After you have unloaded you will be required to move your vehicle to the designated parking area.

Parking for additional vehicles is available across the road from the Campsite at no additional charge.

NOTICE TO USERS OF THE BLAINE MEMORIAL CAMPGROUND, operated by the Rock Creek & Boundary Fair Association.

#### **RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

##### **(THE "RELEASE AGREEMENT")**

**BY AGREEING TO THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

**"Activities"** shall mean, without limitation, all activities in any way associated with or related to water sports, recreational vehicle camping, hiking, fishing, swimming and any recreational activities offered by the BLAINE MEMORIAL CAMPGROUND, operated by the Rock Creek & Boundary Fair Association, including but not limited to use of play structures, picnic areas, fields, sports fields, beaches, rivers, parks, trailers, walking paths, roads, grounds, buildings and parking lots.

**“Property”** shall mean, without limitation, any premises, lands, buildings, facilities, play structures, fields, sports fields, rivers, parks, trails, walking paths, roads, grounds, parking lots, and equipment owned, leased, or licenced by Rock Creek & Boundary Fair Association and Blaine Memorial Campground.

**“Property User”** shall mean all adults, children or wards in the registered parties group.

IN CONSIDERATION of the Rock Creek & Boundary Fair Association and Blaine Memorial Campground allowing the Property User onto its Property to use and enjoy the Property and to participate in Activities, Property User agrees as follows

1. The Property User assumes and accepts, without limitation, all risks and dangers associated with the Property User’s use and enjoyment of the Property and participation in any of the Activities.
2. The Property User **ASSUMES FULL RESPONSIBILITY** for understanding and following the rules and safe practices associated with the use and enjoyment of the Property, participation in any of the Activities, for his or her own personal safety.
3. The Property User **WAIVES ANY AND ALL CLAIMS** that he or she has or may have in the future against the Rock Creek & Boundary Fair Association and Blaine Memorial Campground and its parent, subsidiaries and affiliated entities and their respective directors, officers, employees, agents, volunteers, contractors and assigns arising from or connected, directly or indirectly, with the Property User’s presence at, or use and enjoyment of the Property and the Property User’s presence at, or participation in, any of the Activities.
4. The Property User **RELEASEES** the Rock Creek & Boundary Fair Association and Blaine Memorial Campground from any and all liability for any loss, damage, physical injury, illness, including death or expense, that he or she may suffer or that their next of kin may suffer, incur by reason of his or her presence at, or use and enjoyment of the Property, and presence at, or participation in, any of the Activities, due to any cause whatsoever, **INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER ANY APPLICABLE OCCUPIERS’ LIABILITY LEGISLATION ON THE PART OF the Rock Creek & Boundary Fair Association and Blaine Memorial Campground , OR OTHER PARTICIPANTS OR ANYONE ELSE.**

5. I, the Property User, AGREE THAT:

- a). this Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns, and representatives in the event of my death or incapacity:
- b). any rights, duties, and obligations as between the parties of this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the province of British Columbia, and no other jurisdiction; and,
- c). any litigation involving the parties to this Release Agreement shall be brought solely within the province of British Columbia and shall be deemed to be within the exclusive jurisdiction of such province.
- d). to abide by and understand the rules and regulations established by the Rock Creek & Boundary Fair Association and Blaine Memorial Campground , and to act responsibly with a view to preserving my own safety and the safety of others; and,
- e). that in entering this Release Agreement, I am not relying upon any oral or written representations or statements made by the Rock Creek & Boundary Fair Association and Blaine Memorial Campground other than what is contained in this Release Agreement.

**I CONFIRM THAT I HAVE READ AND FULLY UNDERSTOOD THIS ENTIRE RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, OR ADMINISTRATORS, ASSIGNS AND REPRESENTITIVES MAY HAVE AGAINST THE RELEASEES. FURTHER, I AM LAWFUL AGE (19 YEARS OR OLDER) AND AM OTHERWISE LEGALLY COMPETENT TO ENTER INTO THIS RELEASE AGREEMENT.**

\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Date