



# *Cabins, Glamping & Camping at Baileys*

## Notices, Rules, Terms & Conditions, and Liability Waivers

Bailey's is a primitive, naturally forested environment with unimproved access roads and facilities. As the principal renter, you are responsible for the safety and behavior of everyone in your party, and assume personal responsibility to inform everyone in your party of the following information.

By confirming this reservation you acknowledge that you have read and understand the following terms notices, and have read, understand and agree to abide by the following terms & conditions.

## Notices

In the Event of an Emergency: CALL 911 from Call Box at the entrance, across from the Bailey House. Palomar Fire Department is located about 5 minutes away. There is no cell service in the on the property. There is however, some cell coverage along State Park Road, about 3 minutes by car.

### ONSITE CONDITIONS

Storms & Lightning - Storms are unpredictable and can be fatal. Should a storm strike while you are camping at Baileys take refuge and stay in your car until it passes. Lighting storms are common in the warmer months, and can be deadly. Do not stand on high ground or under tall trees.

Overhead - Bailey's is a natural and largely unimproved environment. Broken branches overhead occur frequently and can be dangerous. Take a moment to look up when you arrive at your campsite. If you see anything that looks questionable or dangerous do not occupy the area and contact the office immediately.

Roads, Trails, & Paths - The dirt roadways are largely unimproved and can be rocky, soft and otherwise not suitable for some vehicles. Determine the suitability of your vehicle for the roadway before driving it. Many cleared and frequently used areas have hazardous surface obstacles such as roots, rocks, or logs.

Exploring - Look but do enter or touch. Trailers, cabins, buildings, equipment and vehicles (old and new) are for display only. Please do not climb on buildings, equipment, or trees.

If you see any swings, tree forts, or play equipment anywhere on the property, were not installed by Baileys staff, please report them to the office. They are unauthorized and may be dangerous.

Flora and Fauna - Poisonous, infectious, or dangerous; animals, insects and plants are present at Baileys. Wildlife is abundant on palomar mountain, including mountain lion, bear, deer, fox, coyote, bobcat, skunk, raccoon, wild turkey, pigeons, woodpeckers, crows, hawks, numerous song birds, rattle snakes, squirrels, pack rats, mice, black widow and brown recluse spiders, and many types of other biting insects. Any animals you may encounter at Baileys are wild. We do not keep any pets or farm animals onsite. Wild animals are unpredictable and dangerous. Should you encounter them, please do not attempt to feed or interact with them in any way.

Don't reach directly behind rocks or into a wood pile – use a stick to first determine if wildlife is present. Walk looking at the ground, and use a flashlight at night. If you encounter a snake of any kind, leave it alone and contact us at the office as soon as possible. In the event of snake bite (or any other emergency) immediately call 911 from our office call box.

And for your own safety, remember:

- Never eat wild plants.
- Never touch, feed, or disrupt wildlife.
- Keep all food stuffs in closed containers.
- Never reach blindly behind rocks or into brush or wood piles
- Always carry a flashlight at night.

## RULES, TERMS & CONDITIONS

In consideration for being allowed to rent a campsite space at Bailey's campground, I agree to abide by the following rules, terms and conditions on behalf of myself, my family members, heirs, representatives, and members of my party. Prior to check-in I have reviewed the Bailey Palomar Rules with all members of my camping party. If I or any member of my party does not agree to abide by these Rules, I agree to notify onsite management prior to check-in, acknowledge my reservation will be cancelled, and that I may request a refund.

**Fire:** Campfires are an enjoyable outdoors tradition that can create wonderful memories, but handled irresponsibly can be dangerous to you and damaging to Bailey's natural environment. You are personally & financially responsible for any fire set by you or a member of your group. As such, before starting a campfire:

- Consult and respect the Palomar Mountain fire department fire hazard rating.
- Never set fires outside of the Fire Drum and always use the Fire Screen.
- When you are finished enjoying your campfire, please douse it with water and make absolutely sure it is completely out.
- You may burn any dead brush or tree limbs in the area as long as the wood fits entirely in the fire drum.
- Do not burn wood in half.
- Please do not burn trash.

**Smoking** - Bailey's on Palomar is by and large a Smoke Free zone. Smoking is strictly prohibited inside any lodgings, on trails, or in outdoor gathering areas. Smoking is permitted around your outdoor firepit or the cleared area directly adjacent to the Campfire Drum only. Butts must be disposed in the firepit or drum only. Smoking inside any cabin, yurt, or tent, or butts found left on the ground

will result in an additional cleaning fee plus the cost of any damages to the lodging itself or any furnishings.

**Children:** Children must be under adult supervision at all times.

**Firewood:** We supply each lodging with one bundle of firewood complimentary. Additional firewood can be ordered online with your reservation or onsite by texting us at 760-249-7417. Please do not pickup split logs from any of our firewood stockpiles. Split logs are for sale only. (You may help yourself to twigs and small fallen branches you find laying around in the forest.)

**Ponds:** There are 3 ponds for your enjoyment. Fishing, swimming, canoes, kayaks, and SUPs are all permitted. You may bring your own gear or rent it from us. All swimmers and boaters must wear lifevests when in the water. There are no lifeguards on duty. Please respect our waterways - keep the area clean, do not throw trash in the water or allow it to blow in, remove fishing tackle. Be particularly careful in removing hooks and lines as young children often enjoy the water.

**Hiking:** Bailey's is on 160 acres and crisscrossed with hiking trails and walking paths for you to enjoy. For your safety, please stay on cleared roads and trails when hiking. Please honor all fences, boundaries and signage.

**Guns, Arrows & Hunting:** Target practice, hunting, firearms with live ammunition of any type are not permitted on the property at anytime. These include but are not limited to: Bows, arrows, slingshots, rifles, BB guns, handguns, throwing knives.

**Noise:** Quiet nights are of particular value here and sound carries exceeding well. Please be conscious of the natural environment and courteous to others and keep your noise level down. Music devices should not be heard outside of your lodging and completely silenced by 9 pm. Generators are not allowed, day or night.

**Personal Property:** Please be responsible for your personal property. Baileys assume no responsibility for any personal property damage or loss due to theft, vandalism or natural acts, including damage caused by trees and/or fire.

**Inventory - Damaged or Missing Items:** You will find an inventory sheet of items present inside your lodging. Please take a moment to check that each item is accounted for and undamaged. If you see a problem, please let us know immediately. If we don't hear from you, we will assume all was accounted for and will charge you for any missing or damaged items.

**Lodgings & Furnishings - Damaged or Missing Items:** You are responsible for the condition of your lodging and its contents outside of normal wear and tear. Please inspect your lodging when you checkin. If you notice any damage to the lodging or its furnishings, please notify us right away, via text or email. If no notification is made you may be responsible for the cost of repair or replacement.

**Cleanup:** Our standard cleaning fee is for regular cleaning and disinfecting. Please respect our cleaning staff and leave your lodging as you found it. Pick up trash, wash & store dishes, take your trash to an outside recepticle, and clean the kitchen.

**Pets:** Bailey's is a pet friendly environment. We request that all Four Legged Guests be kept on a leash whenever they are outside of their lodging or campsite. To help defray extra cleaning costs and wear

and tear on the property and lodgings, we charge an additional pet fee. The fee is per animal, per night. Check the booking section of the website for the exact charge. In addition, should your pet damage the lodging itself or any contents therein, there will be an additional damage fee for the cost of replacement or repair of the damaged item. To avoid extra fees we recommend keeping an eye on your pet at all times.

**Cancellation and Inclement Weather Policy:** Severe weather, environmental, or personal reasons may cause you to need to postpone or cancel your stay. If you are unable to keep your current reservation for any reason the following terms will apply: Cancellations made within 12 hours of booking will be refunded provided they are made at least 36 hours prior to arrival. Cancellations made at least 7 days prior to scheduled check-in will also be eligible for a full refund or credit at the guest's request. Bailey's is not obligated to offer a refund or credit for cancellations made within 7 days of your scheduled arrival. We will however attempt to resell your booking and will refund any monies collected for your reservation dates up to your full booking amount.

### Liability Waiver, Assumption of Risks & Indemnification Agreement

**Waiver:** In consideration for permission to rent a lodging or campsite space, and for permission to use the property, facilities, staff, equipment, and services at the Baileys', surrounding grounds, and any other amenities located at the site (the "Baileys' Facilities"), I for myself, heirs, personal representatives, and assigns, do hereby release, waive, discharge, and promise not to sue Baileys or its officers, directors, employees, volunteers and agents (collectively "Baileys"), from liability from any and all claims, including the purported negligence of Baileys' resulting in personal injury (including death and paralysis), accidents or illnesses, and property loss, in connection with my use of Baileys' Facilities. I also agree to waive any and all claims to the same extent for any minor child for whom I am responsible.

**Assumption of Risks:** I am voluntarily renting a Baileys' cabin or campsite and voluntarily using Baileys' Facilities. I have read the above specific notices, rules, terms and conditions, and am also generally aware of the risks associated with camping at and visiting a partially developed, natural environment such as Baileys' Facilities, which include but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and/or death. I understand that these injuries or outcomes may arise from my own or other's actions, inaction, or negligence; conditions related to the natural environment, including potential exposure to severe weather, vegetation and wildlife; or structures and the condition of the Baileys' site. I understand and agree that the physical activities involved with use of a natural, untamed environment carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injury. The specific risks vary from one activity to another that may be performed at the Baileys' Facilities, but the risks range from 1) minor injuries such as scratches, bruises, and sprains, to 2) major injuries such as eye injury, joint or bone injuries, heart attacks, and concussions, to 3) catastrophic injuries such as paralysis and death. Nonetheless, I assume all related risks, both known or unknown to me, of my use of Baileys' cabins, campsites, facilities, amenities, and grounds.

**Indemnification and Hold Harmless:** I agree to indemnify, defend and hold Bailey's harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, arising out of my stay at or use of Baileys' Facilities. I agree to indemnify, defend and hold Bailey's harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, arising out of any member of my party's stay at or use of Baileys' Facilities. If Baileys incurs any costs, fees or expenses, including attorney's fees, I agree to reimburse Baileys. If I, or any member of my party, needs medical treatment, I agree that I have

confirmed that they will pay for the cost of their own medical treatment or that I agree to be financially responsible for any costs incurred as a result of such treatment. I represent that I have confirmed that every member of my party has their own health insurance to cover any medical costs and expenses that may be required.

**Fire Liability:** I understand, acknowledge and agree that to assume full responsibility and be financially responsible for all costs for any and all property and personal injury damages, incidental costs and suppression activities that may result from any fire(s) caused directly or indirectly, as the result of conduct related to the use of fire drums or any fire started by me and all members of my party.

**Severability:** I further agree that this Waiver of Liability, Assumption of Risk, and Indemnity Agreement is intended to be as broad and inclusive as permitted by law, and that if any portion is held invalid the remaining portions will continue to have full legal force and effect.

**Acknowledgment of Understanding:** I have read this Liability Waiver, Assumption of Risks, and Indemnity Agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I am 18 years or older. I confirm that I agree to the agreement freely and voluntarily, and intend by my going forward with the booking to be a complete and unconditional release of all liability to the greatest extent allowed by law. I understand the legal consequences of this document, including (a) releasing Baileys from all liability related to my visit to the property, (b) promising not to sue Baileys, (c) and assuming all risks of using the campsite, facilities, amenities and grounds that are part of the Baileys' Facilities.