

## **Conditions for Use of Community Homecoming Park During the April 6-8, 2023 Township Total Eclipse of the Sun Event.**

1. Springfield Township shall provide designated camping sites at Community Homecoming Park, 7807 Angola Road, Holland, Ohio 43528 (the "Park"), for motor home/travel trailer/pop-up camper and for primitive/tent camping. Access to the Park for camping and overnight sleeping will be allowed only within the times and dates provided for during the April 6-8, 2023 Township Total Eclipse of the Sun Event (the "Eclipse Event").

2. Camping and overnight sleeping will be allowed only on assigned camping sites. One unit per site. This includes tents. Units must be located to allow at least Ten (10) feet from units located on adjacent sites.

3. No utilities, hook-ups, or dump stations will be provided. Unisex portable toilets and receptacles for garbage and waste will be located throughout the Park. All garbage and waste must be cleared from the site and placed in the receptacles. Grey water and black water must be held and disposed of or pumped off site.

4. Maximum of six (6) persons per site (either four (4) adults per site, or two (2) adults and up to four (4) children per site).

5. One (1) vehicle per site (in addition to the camping unit), which vehicle shall be located within the site. No ATVs, UTVs, gators, or golf carts are permitted on the sites or in the Park.

6. Pets must be registered upon arrival at the Park. Pets must be tethered within ten (10) feet of the unit and situated so as not to infringe on any adjacent site or menace any persons on adjacent sites. Do not leave pets unattended. Excessive barking or aggression may require removal of pets. Any excrement left by pets promptly must be picked up and placed in garbage and waste receptacles.

7. Loud noise, playing electronically amplified devices, abusive language, dangerous activities or other annoyances will not be permitted. During the quiet hours between 11:00 p.m. and 7:00 a.m. no person shall cause, create or contribute in any way to noise that disturbs the peace and quiet of other persons.

8. Campfires are not allowed. **ALCOHOL IS NOT PERMITTED IN THE PARK. NO EXCEPTIONS.** Unless otherwise authorized by law, pursuant to the Ohio Revised Code no person shall knowingly possess, have under the person's control, convey, or attempt to convey a deadly weapon or dangerous ordnance onto the Park. No consumer or "trick and novelty" (e.g. sparklers, snaps, smoke bombs) fireworks shall be brought into or discharged within the Park.

9. The Registrant and all persons accompanying the Registrant shall keep the site and the Park, together with all improvements, fixtures and equipment thereon, in a clean, safe, good and proper condition, and neither the Registrant nor any person accompanying the Registrant

(whether or not an invitee of the Registrant) shall alter, remove, deface, damage or destroy the site or the Park or any improvements, fixtures, equipment, or other property thereon. If any such property is altered, removed, defaced, damaged or destroyed, the Registrant shall be liable to Springfield Township therefor, regardless of whether the Registrant had knowledge of, participated in, or permitted the same and regardless whether the same was intentionally or negligently done.

10. The Registrant will not maintain, commit or allow the maintenance or commission of any nuisance in or on the Park or the site, including reckless operation of vehicles, and will not allow the occupation or use of the Park or the site for any unlawful purpose.

11. Access to or use of the Pond located within the Park is prohibited, and Springfield Township shall not be liable for any unauthorized use of or access to the Pond by the Registrant and all persons accompanying the Registrant, and their respective invitees or visitors.

12. All debris and all items brought into the Park and onto the site must be removed by the Registrant at the end of the rental period. Items not immediately removed shall be considered abandoned and Springfield Township may dispose of such items without further liability therefor.

13. Any violations of these Conditions for Use in the determination by Springfield Township or Lucas County Sheriff personnel will be grounds for removal of persons, camping units, vehicles and any other persons using the site or the unit from the Park, and Springfield Township shall not be responsible for any loss or damage claimed by any person or group of persons by reason of any such removal.

14. The novel coronavirus (COVID-19) and other communicable diseases may be contagious and are believed to spread primarily from person-to-person contact. Springfield Township is not responsible for the presence or prevention of coronavirus or other communicable contagion upon the Park or within or upon any person in the Park. The Registrant and all persons accompanying the Registrant acknowledges that an inherent risk of exposure to COVID-19 and other communicable diseases exists in any public place where people are present. The Registrant and all persons accompanying the Registrant voluntarily assume all risks related to exposure to COVID-19 and other communicable diseases and agree not to hold Springfield Township and its officials, members, directors, officers, employees, staff, agents, sponsors, volunteers and contributors liable for any illness or injury arising from or related to communicable contagion.

15. The Registrant accepts the Park and the site in the current, "AS IS" condition it is in as of the date(s) of rental, subject to all defects therein, whether concealed or otherwise, except hidden defects known to Springfield Township and unknown to the Registrant which would not be discoverable through a reasonable inspection by the Registrant. The Registrant's taking possession of the site shall be conclusive evidence that the Park and the site were in good order and satisfactory condition when the Registrant took possession.

16. To the fullest extent permitted by law, the Registrant and all persons accompanying the Registrant, together with their respective families, heirs, executors, personal representatives and assigns (the "Registrant Releasers"), assume all the risks and responsibilities, and in advance

release, forever discharge, waive, covenant not to sue and further agree to indemnify, defend and hold harmless Springfield Township, Ohio and its Trustees, officers, directors, administrators, agents, employees, representatives, affiliates, successors and assigns (the “Township Releasees”) from and against any and all liability for any harm, injuries, damages, demands, claims, actions, causes of action, fines, penalties, damages, losses, costs and expenses of any nature whatsoever (including, without limitation, attorneys' fees, court costs and litigation expenses) which the Registrant Releasors may have or which may hereafter accrue to the Registrant Releasors arising out of or related to, or incurred in connection with, or (a) participation in the Eclipse Event by the Registrant Releasors; (b) the condition, location, use and occupancy of the Park and the site by the Registrant Releasors or any person claiming through or under the Registrant Releasors, or the invitees or visitors of the Registrant Releasors or any such person, including the presence of coronavirus or other communicable contagion upon the Field or within or upon any person on the Park ; (c) any activity, work or thing done or permitted or suffered by the Registrant Releasors to be done in, on or about the Park or the site; (d) any acts, omissions, or negligence of the Registrant Releasors or any person claiming through or under the Registrant Releasors, or the invitees or visitors of the Registrant Releasors or any such person; (e) any breach, violation or non-performance by the Registrant Releasors or any person claiming through or under the Registrant Releasors or invitees or visitors of the Registrant Releasors or any such person of any law, ordinance, State of Ohio Executive Order or Director Order, or other orders by the federal government, the state government, or a political subdivision of this state issued during and in response to a declared epidemic or other public health emergency or disaster, or governmental requirement of any kind; or (f) any illness, injury or damage to the person, property, or business of the Registrant Releasors, their representatives, agents, invitees, visitors or any other persons entering upon the Park or the site under the express or implied invitation of the Registrant Releasors.

17. Springfield Township reserves the right to keep the entire rental fee if the rental is cancelled less than ten (10) days prior to the rental date. Rental fee returns due to inclement weather are at the discretion of the Springfield Township Administrator.

18. By completing the registration, the Registrant accepts all of the foregoing Conditions of Use and shall be responsible for compliance with the Conditions of Use by all persons accompanying the Registrant.