

# MCLEAN MILL CAMPGROUND RULES & REGULATIONS

## Check In at Office

Between 11am and 4pm Monday to Saturday at the Alberni Valley Chamber of Commerce and Visitor Centre, at the entrance to the Alberni Valley 2533 Port Alberni Hwy,

#### 250.724.6535.

After registering, you will be given directions and keys so you can make your way to the historical site. Pre-paid refundable key deposit required.

Access to your camp site: anytime after 2pm

If check in is required on a day that the Alberni Valley Chamber of Commerce is closed (for example: stat holiday), you will be contacted shortly after your registration with a check in plan.

Historic Site Administration/Gift Shop Hours during High Season July through August The office is open 10 a.m. to 4 p.m. daily, unless otherwise posted.

#### Check Out Times

Before 11am to avoid being charged for an additional night accommodation Keys are to be returned to the McLean Mill Gift Shop or Alberni Valley Chamber of Commerce and Visitor Centre before 4pm. Keys not received by 4pm will be ineligible to receive their key deposit refund.

Upon check out, your campsite must be left clean and all waste disposed of. Dirty campsites will be cleaned immediately by our staff and will result in a \$25 cleaning fee that will be charged to the credit card on file.

#### **Campsites**

Camping is only allowed in designated campsites. One sleeping unit per site. A kitchen tent will also be permitted. Maximum of 5 people per site (exceptions will be made for 2 parents with dependent children up to six people).

#### <u>Washrooms</u>

Portable washrooms will be kept clean and tidy and any problems should be reported immediately to park staff.

#### <u>Vehicles</u>

Two vehicles are allowed per site unless otherwise organized with the office. Vehicles must be registered with the office. Please do not park on the roadways.

#### Speed Limit

The campground speed limit is 10kmh. Please adhere strictly to this limit – children may be playing in the campground!

#### Safety and Security

We will not be held responsible for any incident that may occur on the campsite, in the parking area or any adjoining park or trails. We are not responsible for vehicles or belongings brought onto the campground. Please lock your valuables in your vehicle whenever possible.

#### Quiet Hours

Quiet hours are from 11:00 p.m. to 7:00 a.m., during which no music, running of vehicles, or other noise is permitted. Excessive noise and generators are not allowed at any time.

#### **Campfires**

Campfires, smoking, vaping, fireworks and firearms are strictly prohibited at the campground.

#### Pets

Pets must be on a leash at all times and are not to be left unattended or in any way become a nuisance to other guests. Pets are not permitted inside any building and owners are required to clean up after their pets. Excessive noise or allowing pets to roam off leash could result in you being asked to leave the campground. Please be aware that there is a maximum of two dogs per site, unless otherwise organized with the office.

#### <u>Wildlife</u>

Do not leave any animal attractants (anything with a scent) unattended in your site, when you leave or go to bed. Pack everything into your vehicle. Wildlife attractants include, but aren't limited to: food, garbage, coolers, EMPTY COOLERS, bins, dirty stoves, dirty dishes, cans, empty cans or bottles, soap, and toiletries.

#### **Privacy**

Please respect other people's privacy and refrain from walking through occupied sites.

#### <u>Garbage</u>

Please keep all garbage in garbage bins provided. Keep your campsite clean. Wildlife including bears, crows and raccoons can become a nuisance when food and garbage are not properly stored. Cans and glass bottles are not to be thrown in the garbage. Please pack out what you packed in.

#### Alcohol, and Smoking

Neither alcoholic beverages nor smoking/vaping are permitted in common areas or buildings.

#### Tree Cutting

Do not cut or limb trees anywhere on the campground.

#### **Breach of Rules**

Dangerous or disorderly conduct will not be tolerated and will result in an automatic eviction of the entire party. There are no refunds if you are evicted.

#### PLEASE ENJOY YOUR STAY WITH US!

# MCLEAN MILL CAMPGROUND – WAIVER/RELEASE

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

# BY ACCEPTING THE TERMS IN THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

# PLEASE READ CAREFULLY

**Initial:** 

Guest Name (Given and Surname):	
Address:	
Email Address:	
Telephone Number:	

**TO: THE ALBERNI VALLEY CHAMBER OF COMMERCE, THE CITY OF PORT ALBERNI** and their elective officials, respective directors, officers, shareholders, employees, agents, guides, volunteers, representatives, independent contractors, subcontractors, sponsors, successors and assigns (all of whom are hereinafter referred to as the "**RELEASEES**").

#### DEFINITIONS

In this Agreement, the term **"Premises"** shall include but is not limited to: the premises known generally as the McLean Mill, the McLean Mill National Historic Site, or the McLean Mill campground; all campsites and RV sites, parking lots, and washrooms and other facilities; roadways and walking paths; ponds and other bodies of water; all buildings, improvements, structures, and equipment; and all surrounding natural environment.

#### ACKNOWLEDGEMENT – SAFETY

I acknowledge that I have been advised of the Rules and Regulations of the Premises. I am aware that my use of the Premises may be subject to applicable municipal and provincial regulations and that there are owners and/or staff available to answer any questions I may have as to my use of the Premises. I am aware that there are no first aid personnel on duty at the Premises.

	Guest	Parent/Guardian
Initial:		

## **ASSUMPTION OF RISKS**

I am aware that my use of the Premises involves many risks, dangers and hazards, including but not limited to exposure to natural occurrences (such as lightning, high winds and rainstorms) and wildlife; drowning; sun exposure; overexertion; obstacles or hazards (both natural on non-natural) that are present in or around the Premises, whether due to a failure of the Releasees to adequately maintain the Premises or not; equipment failure; variations in weather that may cause serious damage to personal property including but not limited to damage to tents, RVs, trailers, truck campers, and/or vehicles parked in the parking lot; theft; fire; negligence of other persons; and that consumption of animals, vegetation, water and other substances found on or around the Premises can be harmful; and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF THE PREMISES OR ANY ACTIVITIES OR OCCURENCES THEREON, OR THE FAILURE OF THE RELEASEES TO KEEP THE PREMISES IN A CONDITION OR STATE OF REPAIR TO PREVENT ANY SUCH LOSS OR INJURY. I AM AWARE THAT THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE EXIST THROUGHOUT THE AREA USED IN AND AROUND THE PREMISES.

### RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releases allowing me to rent, use, occupy or otherwise be present on the Premises, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

- 1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against **THE RELEASEES AND TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense, or injury, including death, that I may suffer or that my next of kin may suffer as a result of my rental or occupation of, or presence on, the Premises, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c. 337, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE PREMISES REFERRED TO ABOVE;
- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage of, or personal injury to, any third party resulting from my use or occupation of, or presence on, the Premises referred to above;

	Guest	Parent/Guardian
Initial:		

- 3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives in the event of my death or incapacity;
- 4. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction; and
- 5. Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

In entering into this Agreement, I am not relying on any oral or written representations or statements made by the Releases with respect to the safety of my use or occupation of, or presence on, the Premises referred to above, other than what is set forth in this Agreement. I confirm I have read and comply with the Rules and Regulations and Term & Conditions.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this	day of	,		
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Signature of Guest:

## If the Guest is under the age of 19, complete below:

Name of Parent or Legal Guardian:

Signature of Parent or Legal Guardian:

Telephone Number of Parent or Legal Guardian:

	Guest	Parent/Guardian
Initial:		