

# www.Best Freaking Golf-Lake Trip.com

## TERMS / POLICIES & RELEASE FORM

### **ADULT PARTICIPANTS (18 YEARS OF AGE & UP)**

All adults (18 years of age & up) that plan on being in attendance and or participating in the Golf and or Lake Trip offering (featured on this Web site) must read, complete, and sign our "Release Form" agreement. Each individual agreement will then need to be mailed or faxed to our corporate office NO LATER THAN 30 DAYS PRIOR TO YOUR SCHEDULED ARRIVAL DATE. Our corporate mailing address and fax number is located at the bottom of this page or can be found by clicking on the "CONTACT US" link located in the top menu bar of our Web site.

### **A VALID DRIVERS LICENSE**

All adults (18 years of age & up) that plan on attending and or participating in the Golf and or Lake Trip offering featured on this Web site MUST be able to present a VALID DRIVERS LICENSE when first arriving at the designated meeting spot. The information on each individuals Drivers License, MUST MATCH PERFECTLY the information he or she provided on their "Release Form agreement." This process is quick and easy, but MUST be fully executed and completed before attendees and or participant(s) are escorted and or shuttled to the actual Lake House property! Adult attendees and or participant(s) that are unable to produce a Valid Drivers License, or fail to complete this initial process in any manor, will be turned away and NOT permitted to continue to the Lake House property! Any and all attendees and or participants of the Golf and or Lake Trip offering featured on this Web Site (adult or minor) that attempt to produce a fake Drivers License or any other form of a false ID will be turned away immediately along with the entire group thus forfeiting the group deposit along with 100% of any other monies put towards trip itself!

### **GUESTS UNDER 18 YEARS OF AGE (Referred to as Minors)**

All minors (under 18 years of age) that will be in attendance and or participating in the lake house trip featured on this Web site must be accompanied by an adult that is NOT a minor. There must be at least one adult present per two minors. All minors attending will need to be listed on the "Release Form" of the adult participant(s) that will be taking full responsibility of the minor(s) during their stay.

### **SECURITY DEPOSIT**

Each group scheduled for a Golf and or Lake Trip featured on this Web site are required to leave a security deposit in the amount of \$500 - \$1,000 (depending on the type of trip selected). GOLF ONLY TRIPS require a \$500 deposit and all LAKE INVOLVED TRIPS require a \$1,000 deposit. WE ACCEPT ALL MAJOR CREDIT CARDS or you can mail the security deposit to our corporate office. Once we receive and process your group's deposit your requested trip dates will be officially reserved on our Web site calendar and booked under your group leader's last name in our data base. Your designated group leader will then be sent confirmation (via email) by a representative of Best Freaking Golf-Lake Trip LLC. once this process has been completed.

### **IMPORTANT SECURITY DEPOSIT FACT**

Your group(s) security deposit is NOT applied to the expense of your "selected trip package", it is separate. All deposits whether it be for (golf and or a lake trip) are refunded 100% in full

directly to the designated group leader with-in 3 days of your groups departure date providing there is no additional damage claims other then the expected regular wear and tear.

### **TRIP PAYMENT**

Your group(s) trip payment (along with all "Release Form" agreements) must be received IN FULL a minimum of 30 days prior to your arrival date. (Credit Cards, Personal Checks, Cashier Checks, Money Orders, are all accepted). If the trip payment or a portion of the payment is not received IN FULL 30 days or more prior to your arrival date, Best Freaking Golf-Lake Trip LLC. reserves the option to immediately cancel your reservation and sell your times to another interested party.

### **LAST MINUTE BOOKINGS (INSIDE OF 30 DAYS)**

In the event that you would like to schedule a last minute booking with us (inside of 30 days), (your deposit along with the entire trip expense) will need to be paid IN FULL by using a CREDIT CARD PAYMENT(S) METHOD ONLY! In addition all "RELEASE FORM" agreements will need to be filled out, signed by all the adult attendees and or participants (that plan on being a guest of the Golf and or Lake Trip offering featured on this Web site) and then faxed to our corporate office the very same day your deposit and trip payment is made! Any adult(s) attending and or participating in the lake house offering featured on this Web site will also need to produce a Valid Drivers License upon their arrival to the designated meeting spot. The information on each individual's Valid Drivers License MUST MATCH PERFECTLY the information he or she provides on their "Release Form" agreement! Any and all adult(s) and or participant(s) that are unable to produce a "Valid Drivers License" or make an attempt (adult or minor) to produce a "fake Drivers License" or any other form of a false ID will be turned away immediately and NOT be permitted to continue to the lake house property from the designated meeting spot along with forfeiting the group's deposit and 100% of any and all other monies put towards the trip itself.

## **CANCELLATION POLICIES**

**CANCELLATIONS OUTSIDE OF 30 DAYS:** Any and all trip cancellations outside of 30 days (of the scheduled trip) are refunded 50% of the group deposit. The other 50% of the group deposit is forfeited and applied towards booking and processing fees. Any and all monies put towards the trip itself ARE refunded 100% and returned to your designated group leader in full.

**CANCELLATIONS INSIDE OF 30 DAYS:** Any and all trip cancellations received inside of 30 days (of the scheduled trip dates) forfeit the entire security deposit, along with 100% of any and all monies put towards the trip itself.

**LAST MINUTE BOOKING CANCELLATIONS:** Any and all "Last Minute Booking" cancellations forfeit the entire security deposit, along with 100% of any and all monies put towards the trip itself.

### **DAMAGE**

Other than regular maintenance and the expected wear and tear, ANY DAMAGE to the lake house exterior / interior / property, Sea Ray boat, Pontoon Boat, Jet Skis, Yamaha Rhinos, or any miscellaneous items owned or provided by Best Freaking Golf-Lake Trip LLC. will be deducted from your security deposit. If damage expenses exceed your group's security

deposit all adult members in your group will be held responsible, accountable and billed accordingly for the remaining expenses!

## **BEHAVIOR**

All lake house staff members of (Best Freaking Golf-Lake Trip LLC.) reserve the right to ask any individual(s) or an entire group to leave IMMEDIATELY regarding, poor behavior, excessive damage, foul language, any type of harassment regarding or towards a staff member(s), lake resident(s), lake employee(s), etc... If this were to occur and or does happen the individual(s) can and or will be swiftly escorted off the lake house property, along with being subjected to legal prosecution and or a permanent ban from ever returning to the lake house property in the future. Your group's entire deposit along with 100% of any and all monies put towards the trip itself can and or will be forfeited! We have a **ZERO TOLERANCE** policy regarding poor behavior! We want our guests to have a blast, but not at someone else's expense!

## **RULES, GUIDELINES & PRECAUTIONS**

We have created some extremely important but very necessary rules, guidelines and precautions. Our number one first and foremost all important goal and responsibility is the safety of each and everyone of our valued guests! As I'm sure you aware, nothing wrecks a vacation faster than a serious injury or worse involving a friend, family member or loved one(s). The rules, guidelines, and precautions that we have set forth are very simple and basic and are completely covered thoroughly in the 60 minute orientation (which we provide) when you first arrive. We take your safety VERY seriously and if at any point during your trip, these rules, guidelines, and precautions that we have set forth, are ignored, disrespected, and or broken or not followed to a "T," we, (Best Freaking Golf-Lake Trip LLC.) reserve the right to automatically and abruptly cancel your trip at any point that we deem fit! PLEASE, do not force and or put us in a position where we would have to ask you and or your entire group to leave, (certainly NOT our first choice or what we want to do)! If for some reason this unfortunately becomes the case your group's entire deposit along with 100% of any and all monies put towards the trip itself can and or will be forfeited. Once again, PLEASE do not put us into a position that this becomes an issue! Our second most important goal, is providing you with the "Best Freaking Golf-Lake Trip experience on the planet", however we cannot achieve that if we are unable to keep you safe! We ask that you please trust and help us regarding the safety issues, concerns, rules, guidelines, and precautions by paying very close attention to what we are explaining and telling you and your group during the brief orientation!

## **BOATING**

**An 8 passenger Sea Ray Boat** is available for skiing and tubing, however this boat is only piloted by a lake house staff member. Staff personnel will always be available at your disposal to pilot this boat.

**A 14 passenger Pontoon Boat** is also available for fishing and sight-seeing. Guests (21 years of age and up with a Valid Drivers License) are permitted to pilot this boat on there own after a brief orientation regarding; Pontoon Boat operating procedures, important lake information, along with boating rules, and regulations! Night fishing is an option but must conclude by midnight. Staff personnel will always be available at your disposal if you choose to have them pilot the Pontoon Boat.

It is **STRICTLY PROHIBITED** to operate the Pontoon Boat provided by Best Freaking Golf - Lake Trip LLC. if intoxicated or under the influence of any controlled substance(s)!

Further more, it is **STRICTLY PROHIBITED** to share or allow use of either the Sea Ray Ski Boat and or Pontoon Boat (provided by Best Freaking Golf-Lake Trip LLC.) with any and all minors, other person(s) and or groups that are not listed and or affiliated on the "Release Form(s)" provided by; Best Freaking Golf-Lake Trip LLC.

## **FISHING**

In order to fish you are required by "State Law" to have a "Fishing "License. This is a very easy and quick process and it will be taken care of when you first arrive at the meeting spot. You must be present when you pick up your "Fishing License" from the dealer.

Fishing poles, bait, and tackle boxes are provided for you, or you may bring your own.

The cost of a Fishing License is approximately \$4.00 per day. Fishing Licenses are solely each individual guest(s) responsibility.

## **JET SKIS**

**Two Honda 4-Stroke Jet Skis** are provided for your enjoyment. You are permitted to use these "Jet Skis" during day light hours however all Jet Skis must be returned to the lake house dock 30 minutes before night fall and are not permitted to leave until sun-rise, NO exceptions!

It is **STRICTLY PROHIBITED** to operate the Jet Skis provided by Best Freaking Golf - Lake Trip LLC. if intoxicated or under the influence of any controlled substance(s)! Any persons piloting a Jet Ski must be 18 years of age or older and have a Valid Drivers License!

Further more, it is **STRICTLY PROHIBITED** to share or allow use of either of the two Honda 4-Stroke Jet Skis (provided by Best Freaking Golf-Lake Trip LLC.) with any and all minors, other person(s) and or groups that are not listed and or affiliated on the "Release Form(s)" provided by; Best Freaking Golf-Lake Trip LLC.

(Corporate Mailing Address)

**BFGLT**  
**2909 Lone Mountain Rd.**  
**New Tazewell, TN 37825**  
**Fax: (423) 526-0004**

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## RELEASE OF LIABILITY

**If attending a scheduled trip you'll need to Mail or fax THIS PAGE ONLY! Our corporate mailing address and fax number is below.**

In consideration of being allowed to rent and participate, in any way, in the Best Freaking Golf Lake Trip program, and its related events and activities, I, \_\_\_\_\_, the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities offered in this package is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce risk, the risk of serious injury does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my voluntary participation; and,
3. I willingly agree to comply with the stated customary terms and conditions of participation. If, however, I observe any unusual, significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the Company immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE BEST FREAKING GOLF-LAKE TRIP COMPANY, its subsidiaries, if any, officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law. I READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

I have fully read, understand and agree to the "Terms / Policies and Release of Liability Form" listed above.

\_\_\_\_\_ Date: \_\_\_\_\_  
(PARTICIPANT'S SIGNATURE)

\_\_\_\_\_  
(PRINT YOUR NAME)

\_\_\_\_\_  
(PRINT GROUP LEADERS NAME)

PLEASE LIST TWO EMERGENCY CONTACTS ALONG WITH A PHONE NIMBER FOR EACH

1. \_\_\_\_\_ Phone #1 \_\_\_\_\_  
(PRINT EMERGENCY CONTACT NAME)

2. \_\_\_\_\_ Phone #1 \_\_\_\_\_  
(PRINT EMERGENCY CONTACT NAME)

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PARTICIPATING SIGNATURE FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (UNDER 18 AT TIME OF REGISTRATION). This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release, as provided above, of all the Releasees, and, for myself, my child, and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

\_\_\_\_\_  
MINOR'S NAME Age: \_\_\_\_\_

\_\_\_\_\_  
MINOR'S NAME Age: \_\_\_\_\_

\_\_\_\_\_  
(PARENT/GUARDIAN SIGNATURE) Date: \_\_\_\_\_

\_\_\_\_\_  
PRINT PARENT / GUARDIAN NAME

(CORPORATE MAILING ADDRESS)

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2909 Lone Mountain Rd.  
New Tazewell, TN 37825  
Fax: (423) 526-0004