

# The POINT Resort Rules and Regulations

You must read, understand and agree to the Rules and Regulations of The POINT Resort. As the individual booking the reservation, you must ensure that any additional persons read, understand and agree to these Rules & Regulations prior to arriving at The POINT.

**YOU MUST SCROLL TO THE BOTTOM AND VIEW THE COMPLETE RULES & REGULATIONS TO AGREE TO CONTINUE**

## Membership Requirements

- The POINT Tent & Trailer Resort is a private membership resort that aims to create a safer space for gay & bisexual men.
- All persons must present valid government photo identification upon every visit to The POINT at check-in.
- All persons must be at least 19 years of age or older.
- The POINT is a members-only facility.
- Membership with The POINT may be revoked at any time for any reason in the sole and absolute discretion of The POINT.
- The POINT does not undertake to safeguard the person and property of any Occupant(s), guest, or visitor. Acknowledgement of this, and written waiver of liability to this effect, are required for membership with The POINT.

## Licenses and Reservations

- Licenses, reservations, and memberships cannot be assigned, transferred, or sublet without the express written consent of The POINT. Such consent may be granted or declined in the sole and absolute discretion of The POINT.
- Any attempted transfer without authorization will result in immediate termination of all agreements.
- The POINT reserves the absolute right to revoke membership, terminate any reservation or license, and require the immediate departure of any person from the property at any time, for any reason, at the sole and absolute discretion of The POINT. No refunds will be provided in cases of rule violations.
- All responsibilities associated with any license or reservation are the responsibility of all Occupants, jointly and severally.

## Check-in and Check-Out

- Everyone entering The POINT must register at the office before entering.
- Check-in time is after 2:00 p.m. Early entry is at the sole discretion of The POINT.
- Check-out time is before 11:59 a.m. Occupants must vacate their sites on time. Failure to do so will result in an additional charge of \$75.00 per hour for sites and \$125.00 per hour for cabins, plus applicable taxes, for every hour, rounded up, of the overstay charge/overstay fee.
- Extended stays must be arranged prior to 11:00 a.m.. Please consult with the office for an extended stay. Extended stays are not available after 11:00 a.m., and occupants will need to vacate by 11:59 a.m. or be subject to the Overstay Charge.
- Occupants must ensure their site is clean before departure. A site cleanup fee of \$250.00 minimum will be charged to any Occupant(s) leaving a mess or damage to the site, including but not limited to posts, picnic tables, fire rings, lawn, trees, garbage, unkempt fire pit, pet waste, etc.
- There are no refunds for early checkout.

## Extended Final Day Stay Policy

- If you have booked 2 days in a row, have vacated your site by 11:59 a.m. and parked in designated areas, you can enjoy the facilities until 3:00 p.m. on the final day of your stay.
- The extended final day stay policy does not include park in-and-out privileges and does not update your gate access FOB.

## After-Hours Check-In

- Although The POINT office strives to accommodate guests, it is not open 24/7.
- After-hours check-in may be accommodated but is not always available, and is subject to an after-hours check-in charge. Contact the office by calling (519) 426-7275 to inquire if this service is available on your date of arrival.
- Failure to provide advance notice may result in non-entry.

## Wristbands, Parking Passes & Gate FOBs

- Wristbands and parking passes are provided for security purposes.
- All persons must have a valid wristband on their wrist prior to entering The POINT and for the entire duration of their stay. No exceptions.
- Parking passes must be clearly visible in the front window prior to entering The POINT and must remain visible at all times while at The POINT.
- Failure to wear a wristband or display a parking pass may result in removal from The POINT.
- Occupants must register for a security gate FOB to have in-and-out access to The POINT.
- Additional FOBs for other Occupants are available at an additional charge.
- FOB's require a non-refundable deposit and are only active for the duration of your stay.
- The non-refundable deposit is forfeited for any lost or misplaced FOBs.
- FOB's may not be used by anyone other than the individual they were assigned to.

## Site Limitations and Provisions

- Each site is subject to a capacity limit, for both number of campers and equipment per site. Check specifications prior to booking.
- One passenger vehicle is permitted per site. Additional vehicles must be registered and parked in designated areas and subject to an additional parking fee.
- Norfolk fire regulations prohibit the moving of fire rings from their set location.
- Do not move picnic tables from the site.

## Electrical Service

- 15 amp sites are for small campers, tent trailers, and tents ONLY.
- Under NO CIRCUMSTANCE shall anyone connect ANY air conditioning unit to a 15 amp site.
- 30 amp sites can accommodate all tenting and trailer sizes including 30 amp RVs.
- Never connect a trailer or RV to an outlet that is over or under rated for the outlet.
- Damages to any hardware, including GFI's, will be subject to a minimum \$75 charge.
- Continuous tripping of breakers due to overuse will not be tolerated and loss of service and service fee may result.
- The Occupant(s) shall be charged a fee for any water or electricity that is left on while not in use.

## Trees, Bushes & Shrubs

- The trimming, moving or removal of trees, bushes and shrubs without authorization from The POINT is prohibited and subject to a minimum \$500.00 replacement / restoration charge.

## Quiet Hours

- Respect your neighbours. Remember "darkness is not soundproof".
- The POINT quiet hours on weekdays are between 11:00 p.m. and 10:00 a.m.. Weekend and holiday quiet hours are from 12:00 a.m. midnight to 10:00 a.m.
- During this time, loud music, loud patrons, barking dogs, running generators, operating power tools, etc. will not be tolerated.
- Disrespect to others will not be tolerated.
- Keep conversations during quiet hours to a reasonable level.
- Be aware that many Occupants sleep in lightweight fabric tents; all sounds can carry a considerable distance and may disturb others.

## Non-Quiet Hours

- Respect your neighbours. Avoid unnecessary excessive noise so others can enjoy the peace and tranquility of The POINT.
- Keep the volume of music and voices to a reasonable level within the context of your site.
- Quiet generators (40 dB at 50 feet from other sites) can be used in selected areas during permitted hours (10:00 a.m.-12:00 p.m. and 4:00 p.m.-6:00 p.m.). Consult the office for permitted sites.
- GENERATOR USAGE IS NOT GUARANTEED - any generator subject to a complaint (fumes, noise, etc.) hours, may no longer be used.

## Nudity

- Designated areas for nudity are strictly enforced. "No nudity beyond this point" signs indicate the boundary limits.
- Clothing is required beyond the entrance to the wooded area at the front of The POINT, and anywhere past the pond and gate. If there are any questions regarding these areas, please consult The POINT office.
- The POINT is a clothing optional facility in most locations; however, The POINT reserves the right to restrict clothing optional practices for designated events, or at any time in the sole and absolute discretion of The POINT.

## Conduct and Safety

- All Occupants, guests and visitors MUST read and comply with all policies and rules of The POINT.
- The POINT does not tolerate disorderly, indecent and abusive behaviour.
- DO NOT TOUCH other people or their personal belongings or property without their expressed and unambiguous consent.
- Sexual activity in common areas is prohibited. Common areas include washrooms, The POINT buildings, the Rec Hall, and the pool and surrounding area. Discretion is expected in other areas of The POINT.
- Violence of any kind (including but not limited to fighting or physical assault), regardless of fault, will not be tolerated. The police will be called and all parties involved will be evicted from The POINT without refund.
- Excessive intoxication will not be tolerated. Anyone causing a disturbance will be immediately evicted from The POINT without refund with the assistance of police if necessary.
- Illegal activities will not be tolerated and will result in immediate eviction from The POINT, without refund, and possible legal action.
- Damage to The POINT property will not be tolerated, and full restitution will be enforced. This includes, but is not limited to, signs, posts, picnic tables, trees, electrical boxes, water lines, and other assets.
- There shall be no disparaging, harassing or yelling at other Occupants, guests, The POINT, ownership of The POINT or any employee of The POINT. All persons are expected to behave and express themselves in a respectful manner to others and not belittle, disparage, slander or intimidate others.
- The Occupant is responsible for the actions of all visitors to their site.

## Driving, Parking & Vehicles

- The POINT is a PEDESTRIAN PARK. All vehicular traffic is restricted; vehicles are limited to entry and exit purposes only. No driving to washrooms, office, pool, rec hall, etc.
- Driving passenger vehicles on the property is limited to 12 km/h.
- No vehicles are permitted on nature trails or wooded areas and must stay on main roads only.
- Powered vehicles such as golf carts, E-bikes, etc are not permitted at The POINT.
- For those with accommodation needs and medical documentation, mobility scooters may be permitted. All mobility scooters must be approved by the office prior to operating and registered upon entry. Only the individual requiring accommodation may use a mobility scooter. All mobility scooters must be limited to a maximum of 8 km/h. Mobility scooters must be equipped with headlights and turned on when driving at night.
- Any additional vehicle payloads such as ATV trailers must be parked in designated areas and not on the site. Check with the office for more information.

## Fires & Open Flame

- Campfires are prohibited in areas with fire restrictions or bans. It is the Occupant's responsibility to determine which areas have campfire prohibitions and restrictions.
- Norfolk by-law mandates that fire rings cannot be moved and must be used when having a fire.
- Before building a fire, check surroundings to ensure it's safe (i.e., far enough from brush, forests, vehicles, tents, low-hanging branches, etc.). Never light fires on windy days.
- Fires are not to be larger than 0.5 meters by 0.5 meters (approximately 19 inches by 19 inches).
- Campfires are never to be left unattended. The POINT reserves the right to flood any fire left unmonitored.
- Do not burn garbage or trash. This can create unpleasant smells for neighbours, add to air pollution, leave a mess, and will be subject to a cleanup charge and possible ejection from The POINT.
- All candles must be contained in a fireproof enclosure.
- Absolutely NO tiki torches, paper sky lanterns, or similar items with open flames of any kind.
- Be certain that the campfire is extinguished before leaving it. Pour water and stir the fire. When done, sift through ashes to make sure it is out. When a fire is completely extinguished, there is no heat, smoke, or steam.
- It is strictly prohibited to bring firewood or other lumber products of any kind into The POINT. Pests, such as insects and invasive disease, are destroying our forests. Any wood products brought from outside the park must be managed and remain contained and sealed (locked trunk, etc.) to avoid insect contamination.

## Safety & Prevention

- In case of emergency, a red 911 call box is available in the front Rec Hall foyer.
- If anyone is in The POINT without a wristband, you must report them to a staff member or to the office immediately.
- We experience very little crime in The POINT thanks to all Occupants helping us monitor for unwanted individuals, suspicious situations & activity. Be a part of our solution in making The POINT a safe and fun place.
- Store your camping gear and valuables securely.

## Access to The POINT Property

- Persons using The POINT are bound by the Ontario Trespass to Property Act, and as such, access to The POINT is limited to operational days as determined by The POINT management. For security reasons, all out-of-season access the premises requires prior approval from The POINT management.
- The entry of any repair, maintenance, or delivery persons must be communicated and registered to The POINT office in advance.
- Any out-of-season access to The POINT is at the sole and absolute discretion of The POINT, and may be subject to fees, or may be denied entirely.

## Alcohol, Illegal Substances, Weapons and Fireworks

- The possession or sale of illegal substances, weapons or fireworks at The POINT is prohibited.
- Possession and use of alcohol, cannabis and other legal substances, within reason, are permitted at The POINT, but the sale of such is prohibited.
- Any person caught selling or distributing drugs or any illegal substance on property will be immediately ejected from The POINT without refund, have their membership revoked, and will be banned from The POINT.
- Weapons of any kind are strictly prohibited. If any person is found using or is in possession of a weapon, the police will be called, and all parties involved will be evicted from The POINT without refund.
- Any fireworks (not limited to firecrackers, roman candles, etc.), sky lanterns, Chinese lanterns, etc., are not permitted in The POINT and offenders will be removed immediately, without refund, and their membership revoked.

## Smoking and Non-Smoking Facilities

- Smoking or vaping is not permitted in any building at The POINT including cabins. Violation will be subject to a \$250.00 charge and result in removal from The POINT.
- Cigarette butts are NEVER to be put on the ground. All cigarettes must be disposed of in appropriate receptacles.
- Both smoking and vaping are prohibited in non-smoking areas.
- Smoking and vaping are prohibited 9 meters from, but not limited to, all cabins, washrooms, rec hall, pool area, The POINT office, the Marquee, any POINT buildings or structures and other designated areas.
- Ashtrays & receptacles are provided around The POINT.
- Failure to dispose of cigars, cigarettes, etc., properly, will be subject to a \$250.00 charge and removal from The POINT.

## Pool Rules

- Pool hours are subject to change without notice.
- Please read and understand pool rules prior to entering the facility.
- Please obey the posted rules.
- All patrons must shower before entering the pool. A poolside shower is available.
- No radios, car audio systems, portable stereos, etc. are permitted at the pool. Only personal listening devices with headphones are allowed.
- Health regulations prohibit any sexual activity of any kind in the pool & surrounding area.
- Glass, ceramic, and breakable containers, dishes, etc. are not allowed in the pool area.
- Pets are not allowed in or tied up around the pool area. Be responsible for your pet.
- NO DIVING, running, or horseplay in the pool and pool area. Pool depth is 3.5 ft. to 5 ft.
- Attendees with open wounds are prohibited from the pool and pool area; persons with dressed wounds are prohibited from the pool but may be in the pool area.
- The pool is an unsupervised area.
- THERE ARE NO LIFEGUARDS AT ANY TIME. Use of the pool is entirely at your own risk. All pool rules must be followed.
- Pool toys such as beach balls, footballs, water cannons, inflatable pool toys, etc. are not permitted in the pool or pool area.
- If the pool is closed, then you are not permitted to use the pool for any reason.

## Washroom Facilities

- Please cooperate in keeping the washrooms in a neat and sanitary condition.
- Help conserve water and be respectful of other Occupants; limit your shower time to 5 minutes.
- Pets are not allowed in or around the washrooms area.

## Photography, Video & Drones

- PRIVACY IS THE RESPONSIBILITY OF ALL PERSONS AT THE POINT.
- Imaging devices (e.g., cameras, cellphones, video recorders, smart glasses, wearable computers, or any other device which can record pictures, video or audio) are strictly prohibited, outside of one's own site.
- It is strictly prohibited to photograph or otherwise record staff, Occupants, guests, visitors or their personal property without their expressed and unambiguous consent and ONLY on a registered site.
- DO NOT RECORD PICTURES, VIDEO OR AUDIO WITHOUT CONFIRMATION BOTH THAT IT IS A REGISTERED SITE WHERE PHOTOGRAPHY IS PERMITTED AND THAT THE EXPLICIT CONSENT OF ANY STAFF, OCCUPANT(S), GUESTS AND THE OWNERS OF ANY PROPERTY RECORDED HAVE BEEN OBTAINED.
- Exceptions to the recording policy may be made by The POINT for special events. Notification of these limited exceptions will be posted at the event and in The POINT office.
- In addition to the above, any commercial photography must have express written consent to record from both The POINT and the individuals to be recorded.
- Drones & RC devices are strictly prohibited for use in The POINT.

## Garbage, Recycling & Waste Management

- Deal with your waste and refuse properly.
- The proper disposal of garbage, recycling & waste are the Occupant's responsibility. Garbage must be bagged, and recycling sorted as per the provided bins. Disposing of recyclable materials in the garbage will result in fines.
- Garbage dumpsters and recycling containers are provided at the front of The POINT for general garbage and refuse generated while at The POINT. External garbage & recycling is prohibited.
- Cigarettes, cigars, etc. are to be disposed of properly and not thrown onto the ground. This rule is subject to a \$250.00 charge.
- Never burn plastics, metals, glass, or garbage.
- Do not use The POINT garbage cans or fire rings to dispose of your garbage. Site garbage must be disposed of in red bins at the front of The POINT.
- Bulk items (any items not in a 42 x 51cm garbage bag) are subject to a disposal levy due to the extra removal cost. Please see The POINT office for details.
- Please help keep The POINT pristine. Occupants found littering will be fined \$250.00 plus clean-up costs. Any scrap metal is to be placed behind the large waste bins and will be removed at no cost.
- Small battery recycling is available at the recycling centre at the front of The POINT.
- The disposal of hazardous waste is prohibited in The POINT and subject to a hazardous waste levy of a minimum \$2000.00 (paint, pesticides, etc.) These items must be brought to your appropriate facilities for disposal.
- If you are not sure how an item qualifies, please consult with The POINT office for more information.
- A dumping station is located at the front of The POINT for trailer black tanks. This service is available for a nominal fee.

## Pets & Leash Rules

- We all love our pets! Be fair to your pet and other Occupants. Please make sure your pet is "camping friendly" prior to your arrival. Aggressive dogs or those that experience separation anxiety are best left at home.
- All pets must be on a leash at all times within The POINT boundary, including your site, no exceptions. You must have physical control of your pet at all times.
- In designated Off-Leash Area, you must maintain voice control and carry a leash with you, should it be required.
- A leash can be no longer than 1.5 meters (5 feet). Extended leashes are NOT permitted at The POINT.
- Pet owners must ensure that their pets are not left unattended on a site at any time, are properly leashed, and do not make excessive noise or barking.
- You must ensure your dog does not damage or interfere with The POINT vegetation, landscape (including digging holes - a fine of \$40.00 per hole will be due immediately) or wildlife. You are responsible for the behaviour and conduct of your pet.
- You must pick up after your pet and dispose of waste in the garbage bins and not in fire rings, bushes, grasses or trees. Failure to do so will result in a minimum fine of \$500.00 plus clean-up costs and constitutes grounds for expulsion.
- Public health rules prohibit domestic animals in designated swimming areas, roofed accommodations, and showers & washrooms.
- Pets are not permitted to be left unattended tied to trees, fences, etc. in general use areas.
- When passing someone with your pet, keep to the right side of the pathway with your pet and keep your pet to the right of you.
- Dog breeds known for aggression, such as pit bulls and rottweilers, or mixes thereof, are not permitted at The POINT. Consult The POINT office prior to bringing your pet.
- The POINT reserves the sole and absolute discretion to prohibit any pet, regardless of breed.
- Complaints about excessive barking will result in you being asked to remove your pet from The POINT.
- All pets on the property must have up-to-date licenses, vaccinations, and ensure pets are wearing current identification tags.
- Pets are a privilege in The POINT and not a right.

## Special Event Exceptions

- Non-members 19 years of age or older are welcome on selected event weekends, and other special events as deemed by The POINT management. Special waivers are required to be signed prior to entering The POINT. Consult The POINT office prior to booking.
- No guests are permitted under the age of 19 under any circumstances at The POINT. This includes, but is not limited to Thanksgiving, etc.
- The POINT reserves the right to limit nudity during certain periods of time or events such as Thanksgiving.

## Food and Beverage Consumption

- Members and guests acknowledge and assume all risks associated with food and beverage consumption at The POINT, including but not limited to allergic reactions, foodborne illness, or other adverse effects.
- The POINT makes no warranties regarding food and beverages served at any venue within the property.
- Members and guests with food allergies or dietary restrictions are solely responsible for managing their consumption.
- By consuming any food or beverage at The POINT, members and guests waive any claims against The POINT and its owners, operators, and staff arising from such consumption.

## Third Party Trailer & Equipment Installation

- Any arrangements involving third-party rental trailers, equipment setup, or tent installation must be pre-approved by The POINT office.
- A mandatory setup/installation fee of \$50.00 is required for all third-party installations, which includes one (1) pump-out service.
- The Occupant must notify The POINT office in advance of any third-party service delivery, installation, or removal. Failure to provide proper notification may result in denied entry of third-party service providers.
- The Occupant is responsible for ensuring that all third-party service providers understand and acknowledge the nature of The POINT as a clothing-optional resort for gay and bisexual men. Third-party providers must be comfortable with and respectful of this environment.
- Third-party providers must arrive at scheduled times and must be off the property by 12:00 p.m. on the day of departure or equipment removal.
- Late removal or pick up will result in a late fee of \$75.00 per hour (or any portion thereof) beyond the 12:00 p.m. deadline, billed to the primary site holder.
- The Occupant assumes full responsibility for the conduct and compliance of their third-party service providers while on The POINT property.
- Third-party providers must check in at The POINT office before entering the premises and must comply with all rules and regulations of The POINT during their time on the property.
- The POINT reserves the right to refuse entry to any third-party service provider for any reason, in the sole and absolute discretion of The POINT.
- Any damages or rule violations caused by third-party providers will be the responsibility of the Occupant who arranged their services.
- The Occupant must ensure that any equipment installed by third parties meets all safety requirements and complies with The POINT's site limitations and provisions.

## Waiver of Liability and Assumption of Risk

- Occupants, guests and visitors acknowledge that The POINT is a campground and as such recognize that there are inherent dangers such as tree roots, rocks and other hazards, which could cause tripping or falling.
- Individuals shall indemnify and hold harmless The POINT Tent & Trailer Resort, 2166627 Ontario Ln., and its owners, officers, directors, employees, agents, assigns, affiliates, subsidiaries, successors, and insurers (collectively the "Released Parties") from and against any loss, damage, injury, claim, cost and expense (including legal expense at all court levels) arising out of or connected with their use of The POINT Tent & Trailer Resort.
- It is expressly agreed that all personal property or equipment now or hereafter placed, stored or located on the premises shall be the sole responsibility and at the sole risk of the individual, and any damage, loss, theft, or destruction thereof shall be borne by individuals and shall be their sole responsibility.
- All persons shall assume a duty of liability prior to their entry.
- This waiver extends to any and all claims, demands, causes of action, lawsuits, liabilities, losses, damages, costs, or expenses (including legal fees) of any kind whatsoever, including but not limited to claims for bodily injury, personal injury, illness, pain and suffering, emotional distress, property damage, death or economic loss, arising out of or in any way related to the use and occupancy of The POINT, due to any cause whatsoever, including, but not limited to negligence, breach of contract, breach of any statutory or other duty of care, and failure to safeguard or protect from any risks, dangers, or hazards.
- SERVICES ARE NOT GUARANTEED - disruption or unavailability of electrical service, septic service, any other service, or any amenity will not allow for a refund of any sort

## Subject to Change

- The interpretation of The POINT Rules is in the sole and absolute discretion of The POINT.
- The determination of whether The POINT Rules have been breached is in the sole and absolute discretion of The POINT.
- The POINT Rules are subject to change at any time, for any reason, at the sole and absolute discretion of The POINT.
- Breach of The POINT Rules may result in termination of any licenses, contracts or any other agreements whatsoever with The POINT, in the sole and absolute discretion of The POINT.
- The POINT reserves the full and absolute discretion to manage The POINT and Occupants as is necessary or appropriate; The POINT Rules bind Occupants, Guests and Visitors, they do not bind The POINT.
- Any verbal instructions or directions given by The POINT or employed by The POINT are to be considered as part of The POINT Rules. Breach of such verbal instructions or directions may result in removal from The POINT.

## Violation Consequences

Violation of any of the above policies will result in expulsion at any time from the property, revocation of the licensing agreement without refund, denial of future reservations and/or membership privileges, and possible criminal prosecution. The management reserves the right to limit or refuse service or access to the property without prejudice and/or explanation.

**BY CLICKING AGREE BELOW, YOU UNDERSTAND & ACCEPT THESE TERMS, RULES & POLICIES.**