

WACO NEWS

NOVEMBER 2022



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Congratulations to our very own WACO Board President, Scott Kollock, on his 2022 ARVC State Leadership Award! We are such lucky folks to have members like Scott in our association. Thank you for all you do for the WACO Association and its Members, Scott!

Letter from the Executive Director Lori Severson, Executive Director of WACO

Dear Members,

Wow, what an exciting month, and it's not over yet! We have been traveling fools this month! We were lucky enough to attend CONY's conference for the Campground owners of New York. They had a unique Conference with a great expo. They had over 45 exhibitors in a stadium-like center. Super cool to walk through – I bet tough for the exhibitors to move in, but it sure looked cool!

It was interesting to see how their board functions and what challenges they face. It seems like they experience issues just like we do - a little comforting to know the problems everywhere, no matter the state! I think it's pretty easy to get caught up in everything that is wrong and everything that needs to be fixed. No different than when we look at our campgrounds and see everything that is wrong, and the customer comes in and sees magic! Cony had some great speakers and excellent attendance.

We squeezed in a meeting with RVIA at Elkhart, Indiana. We were able to tour their building and tour many manufacturers as well. It was great to see that side of the industry.



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We were able to attend ARVC (The National Organization), the KOA convention, IAAPA (the entertainment convention), and CAMP (Campground Association Management Professionals).



The campground association management professionals received information from Larry Brownfield of KOA regarding trends of campers and how to teach our members how to read and work with those trends.

We are all exhausted, but the ideas we've gathered are very much worth it. CAMP discussions focused on information about what other states were winning at, struggling with, and new ideas.

I'm honored to work with outstanding individuals who share their strengths and skills! It's sad to hear about associations struggling with members and budgets. It's scary to witness how quickly an organization can go from being influential and strong to being divided. I think it's important to recognize how each of us has to work to contribute to any association, board, or committee. It's more than just belonging; it's a family of people who believe in an industry. We all do things differently in our businesses.

We do things differently than our parents or other owners, but if we do something to create a better industry for the whole, we are on the right track. I think collaboration is so essential. This industry supports each other in unique ways! You genuinely don't see this in other industries.

We are so lucky to be a part of something fun that creates memories and allows us to make a living! What a fantastic opportunity we have.

I am excited about the future of our industry and our Association. I'm getting energized to pull together our 60th Anniversary for the convention. Think about how cool that is! We are blessed to have such great synergy on your Board of Directors! Thanks for sharing our skills with you guys! I'm excited to see what our future holds.

Sincerely,

Lori Severson, Executive Director, WACO



Congrats to all the Large Parks of the Year Finalists that were nominated, including Jellystone Camp Park-Resort in Caledonia!

A NOTE FROM BERT

**Bert Davis, OHC
(Chair)
Dells Camping
Resorts**



OHCE Orlando 2022 was a great time. Lots of networking combined with lots of fun. It was an extremely productive conference and expo. In fact it even attracted hurricane Nicole to pass through for a visit. We can't wait to see everyone in Kansas City in 2023!

National ARVC Recognizes Best of the Best at Annual Awards of Excellence November 16, 2022

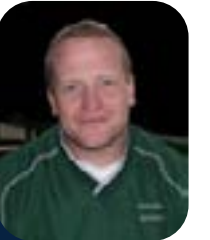
The National Association of RV Parks and Campgrounds (ARVC) recently recognized the "best of the best" in the outdoor hospitality industry at its annual Awards of Excellence, held on November 9 at the 2022 Outdoor Hospitality Conference & Expo (OHCE) in Orlando, Florida. The afternoon began with recognition of the Plan-It Green Parks of the Year, an award given to National ARVC member-parks that exemplify environmentally-friendly practices across all areas of park operations.

[READ MORE:https://arvc.org/node/936](https://arvc.org/node/936)



From the Office of the President

Scott Kollock, WACO Board President



Dear Members,

This month I want to thank everyone who contributed to the WACO directory and other WACO programs. Let's face it there are times when we don't need to advertise, do the printing, or commit to the distribution program. It's easy to put aside doing things within the Association when things are good. When things are good, it is most important to consider how essential it is to the Association to support it. Whether through volunteering, monetarily, visiting legislators, or communicating the good the Association has done for you.

Many of us were brought up within WACO and learned how crucial the Association is to our personal and industry success; taught that when the industry is booming, we are successful. Having a strong, knowledgeable, and profitable association is important. It takes more than effort to make these programs work for all of us – it takes money. Please know we appreciate every single member who sees the importance of the organization and sends their support however they can.

This year with the printing costs going wild and costs, in general, going up, it was imperative. Please make sure that you contribute where you can, whether by signing up for the convention and encouraging others to do the same, advertising, or picking up the phone and telling other members about how the Association helped you in the past. As we talk with other States, I see how quickly associations can lose traction. I'd hate ever to see WACO go in that direction. It's very important to me, and I know it is to you as well. Nobody understands the camping pains and gains like other owners. Ours is the greatest industry on earth, and we should all be excited to be a part of it.

It's getting close to budget time again, so if you appreciate the benefits you get from WACO, let us know. Talk to your board members about what's important and why you continue supporting the organization. Each of you has a role to play in making us the best possible Association. We can all contribute in some fashion or another!

Our next Board meeting is Tuesday, December 13th, at Monks Bar and Grill in Lake Delton. Email the gals at the office; they will have a packet for you so you can join in.

Watch for the survey WACO puts out and be sure to take some time and answer the questions so we can be sure to look at the things you think are important, ask ourselves can we afford to provide those, and how can we achieve the things that are most important to our members.

I hope you all are taking some time to enjoy family and friends. Give yourself time to breathe, enjoy and get ready to get together for the convention before you know it!

Scott Kollock,
WACO Board President



News from AREA 3 BOD Jim Button



Your AREA 3 ARVC Rep.



Jim Button, OHCE (Treasurer)
Evergreen Campsites & Resort

**OHCE was a
huge
SUCCESS!**

**National School
Scholarships for
National School at
Oglebay are still
available! Deadline
is November 18th**

**Any Questions? Email me or
check out arvc.org**

**Taskforce Survey is coming out- please take
the time to fill out and send back as we are in
the discovery stage!**



Just an FYI your very own Bert Davis of
Dells Camping Resort is your National
ARVC Chairman- Congratulations Bert
this is a huge accomplishment

CHICE '22



**WACO President Scott
Kollock received the
State Leadership
Award!**



What We Learned at CONY



New this year, a **Buyers Workshop** was held in conjunction with the traditional **Exposition at CONY on Sunday, Oct 30th**. Geared toward individuals interested in directly owning and operating a campground or RV park, the **Buyers Workshop** featured a panel of experts covering a variety of topics, including:

- How to find a park, and things to look for.
- Legal issues and best practices.
- Broker tips.
- Rebranding a park.
- Financing, insurance, and other buyer considerations.

"I think the panel is literally the best people in the business in every category," says Cathy Reinard, licensed realtor for Taylor Made for Your Towne, one of the panelists. "We have people that have really made a name for themselves in their fields and are well-known in the outdoor hospitality industry for their expertise, knowledge, and care for their clients."

Guest panelists include:

- Cathy Reinard, exclusive realtor for KOA's "Own a KOA" Program, as well as a licensed realtor for Taylor Made for Your Towne, specializing in campground and RV park sales.
- Paul Bosley, owner, Business Finance Depot.
- Christine Taylor, Partner, The Towne Law Firm, P.C. in Albany, NY, with a practice focus in the areas of hospitality, business, labor and employment, real estate law, estate planning, and litigation.
- Irene Jones, Program Development Manager and Sales Executive and Marshal & Sterling Insurance.
- Mark Koep, Founder & CEO, Campground Views, Inc., and moderator of a popular Facebook page for campground operators.

Bait & Fish – Sales Tax Treatment

Respectfully Submitted by Holly Hoffman

Bait is considered tangible personal property, this includes live bait. Worms, minnows, nightcrawlers, etc. along with plastic, metal, rubber bait are subject to sales tax.

Fish are taxable unless you have a fish farm that is registered with DATCP under sec. 95.60(3m), Wis. Stats., or you have a valid permit for the stocking of fish. If you qualify under one of those two reasons, you do not need to pay sales tax on the purchase of fish to stock your pond. If you do not qualify under one of these provisions, you need to pay sales tax on your purchase of fish.

See below the information when DOR announced the new exemption for Farm-Raised Fish in [Wisconsin Tax Bulletin 199, October 2017](#):

7. Exemption for Farm-Raised Fish

(2017 Wis. Act 59, amend sec. 77.52(13) and create sec. 77.54(66), effective September 23, 2017)

Effective September 23, 2017, sales of farm-raised fish sold to either of the following are exempt from sales and use taxes:

- A fish farm that is registered with the Department of Agriculture, Trade and Consumer Protection (DATCP) under sec. 95.60(3m), Wis. Stats., or
- A person who holds a valid permit under sec. 29.736, Wis. Stats., for the stocking of fish.

Farm-raised fish is defined in sec. 95.001(1)(ah), Wis. Stats., to mean any fish egg that is present on a fish farm or any fish that is reared on a fish farm.

Fish farm is defined in sec. 95.001(1)(aj), Wis. Stats., to mean a facility at which a person hatches fish eggs or rears fish for the purpose of introduction into the waters of the state, human or animal consumption, permitting fishing, use as bait or fertilizer or any other purpose specified by the department by rule or for sale to another person to rear for one of those purposes.

For more information contact Holly Hoffman, owner of Sales Tax Advisory Network, holly@salestaxlady.com.

Holly Hoffman, Owner of the Sales Tax Advisory Network, LLC
715.498.4164
<https://salestaxlady.com>



Contact
Holly@SalesTaxLady.com
about the Sales Tax Audit Protection Plan for \$1,134 for 1 Year of Sales Tax Audit Protection from a form WI Dept of Revenue Auditor!



Keepin' it Legal

Let's be honest. No one loves legal concerns, but we sure do love having access to a 27-year veteran like Mark Hazelbaker, our WACO Attorney, when those pesky legal troubles rear their head.

We've created an email specifically for your legal questions at wacolegal@gmail.com. Give the WACO office a call first to vet your question, and Lori can provide direction on the next steps.

WAIVERS - ARE THEY WORTH THE PAPER THEY ARE PRINTED ON?

Respectfully Submitted by Mark B Hazelbaker, WACO Legal Counsel

THE BACKGROUND

You almost certainly have thought about liability waivers. You may be using one. The subject is recurring and important. I get questions about waivers many times each year in my practice. There are many court cases on the issue, most of which are discouraging. Because liability waivers are important to WACO members, I review the law as it develops. A case decided this summer by the Wisconsin Court of Appeals provides a good overview of the law. The issue is as complex as it is important. Because of its importance, I've written this report on the state of the law of waivers to explain how campgrounds can use waivers.

Campground owners are not alone in looking to avoid litigation and liability. Ski areas, child care centers, arenas, race tracks, snowmobile clubs – just about everyone who runs a business that poses any risk of injury would like an enforceable waiver. People have been asking me for almost 40 years for a waiver form that works. The recent Court of Appeals decision reaffirms long-standing law in our state which limits – but does not outlaw – the use of waivers. For the reasons stated herein, I conclude that waivers have some value to campgrounds and recreation providers. But, they need to be drafted

and used carefully.

In this article, I will summarize the recent case and try to explain the principles involved in understandable terms. Finally, I recommend that WACO put together a working group to develop standard language we can use to protect ourselves.

THE SCHABELSKI CASE

On February 28, 2016, the Schabelski family arrived at Sunburst Ski Area in Kewaskum, Wisconsin. At the ticket office, the attendant offered them two options. First, they could buy a lift ticket for regular price if they signed a release of liability and waiver. Second, if they were willing to pay \$10 more per ticket, they could buy admission without signing the waiver. They declined to pay the additional fee, signed the waivers and entered the ski area.

The waivers were a one-page document in small print. It is important to read the waiver to appreciate the Court's decision.

Here is a copy of the pertinent portion of the release agreement:

"SUNBURST DAILY LIFT TICKET RELEASE OF LIABILITY AND PARENT AGREEMENT 2015-2016."
"PLEASE READ CAREFULLY BEFORE SIGNING."
THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS."

I understand that skiing in its various forms, including snowboarding, involves risks, dangers,

and hazards that may cause serious personal injury or death and that injuries are a common and ordinary occurrence. Risks include, but are not limited to, changes in terrain, weather and snow surfaces, ice, moguls, bare spots, rocks, stumps, debris, fences, posts, trees, lift equipment and towers, the operation of chairlifts, and chairlift loading, riding, and unloading operations, including the presence or absence of restraint bars on the chairs, light poles, signs, buildings, ramps, roads and walkways, rails, boxes, corrugated pipes, cylinders, dance floors, wall rides, rollers, and table tops and other jumps, including their height, the location of the start point, and the angle of their approaches and the angle and length of their take-off ramps and landing areas, and other terrain features, padded and non-padded obstacles, snowmaking, grooming, and snowmobile equipment and operations, and collisions with other persons and other natural and man-made hazards, including collisions with people and obstacles adjacent to and off the skiable terrain, such as snowmaking pipes, hydrants, guns, wands, and other snowmaking equipment, rocks and trees, and improperly-adjusted and malfunctioning equipment. I acknowledge the risks in the sport of skiing can be greatly reduced by taking lessons, abiding by the Skier Responsibility Code (known as Your Responsibility Code), obeying the Wisconsin Skier Safety Act, and using common sense.

In consideration of the purchase of a lift ticket for Sunburst and use of its facilities, I HEREBY RELEASE AND FULLY DISCHARGE Friedl Ski Ventures, LLC d/b/a/ Sunburst, and eco Land Holdings, LLC, their owners, officers, shareholders, directors, agents, and employees (collectively the "SUNBURST RELEASEES") from any liability resulting from any personal injury to myself, including death, which is caused by any NEGLIGENT ACT OR OMISSION of any SUNBURST RELEASEE with respect to:

....

- the operation of chairlifts, and chairlift loading, riding, and unloading operations, including the presence or absence of restraint bars on the chairs;

....

I accept full responsibility for any personal injury which may result from my participation in the sport, and I hereby HOLD HARMLESS the SUN-

BURST RELEASEES for any personal injury sustained by me, including death, caused by the negligence of any SUNBURST RELEASEE while participating in the sport. I agree not to bring any action or lawsuit against any SUNBURST RELEASEE for any personal injury caused by the NEGLIGENCE of any SUNBURST RELEASEE.

In accordance with Wisconsin law, nothing in this Release should be construed as releasing, discharging, or waiving any claims I may have for reckless or intentional acts on the part of any SUNBURST RELEASEE.

....

I understand that for a fee of \$10.00 per person per day in addition to the normal lift ticket price, Sunburst offers an optional lift ticket that does not require me to sign a Release of Liability. In signing this Release of Liability, I acknowledge I am aware of this option offered by Sunburst and hereby waive my right to purchase the same.

I HAVE CAREFULLY READ THIS LIFT TICKET RELEASE OF LIABILITY AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS RELEASE OF LIABILITY, I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE SUNBURST, ITS OWNERS, OFFICERS, SHAREHOLDERS, AGENTS OR EMPLOYEES FOR CERTAIN CLAIMS.

**CAUTION: READ BEFORE SIGNING!
THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND WILL BAR YOUR RIGHT TO SUE!**

Kathleen Schabelski, who had a disability (but had not asked for any assistance) rode a chair lift up the hill and snowboarded back down once. She attempted to board the chair lift for a second run. There was a dispute about what happened. It was not disputed that Ms. Schabelski was not seated completely on the chair. As the chair was lifted up the hill, she found herself dangling in the air. The attendant stopped the lift, but Ms. Schabelski was 15 to 20 feet above the ground by the time the lift stopped. The ski area made efforts to get her down. However, after she had hung on to the chair for around ten minutes, and before

the ski area could rescue her, she fell from the lift to the ground.

THE LITIGATION

Ms. Schabelski sustained personal injuries as the result of her fall. In February 2019, she sued the ski area and the lift attendant, as well as their insurance companies. She claimed the ski area and the attendant were negligent by failing to properly monitor and control the ski lift. She also claimed they were negligent in the manner in which they attempted to rescue her. Ms. Schabelski's attorney submitted expert testimony in support of her claim stating that standard practice for ski areas in North America called for training attendants in evacuating riders from the chair lift and having rescue devices immediately available. The expert's opinion was offered to prove the ski area did not meet the applicable standard of care expected of a ski area in rescuing skiers.

The ski area and its insurers asked the circuit court to grant "summary judgment" in their favor. Summary judgment is a procedure for resolving a case without a trial. It is appropriate where the facts needed to resolve a case are not disputed, and the law is clear. As the law states, it avoids a trial where there is nothing to try. The ski area and attendant relied on the release, arguing that Ms. Schabelski had waived her right to sue. Ms. Schabelski responded by arguing that the ski area was negligent in the manner in which it undertook rescue operations and an emergency response, which she contended was not explicitly addressed by the release. On May 24, 2021, the circuit court found the release was enforceable and dismissed the claims. The Schabelskis appealed. The Court of Appeals, after receiving briefs, reversed the circuit court in part in an opinion dated June 30, 2022. The Court of Appeals' analysis is very instructive for business owners.

WISCONSIN LAW AND RELEASES OF LIABILITY

The Court of Appeals began its analysis with a statement which appears in every deci-

Schabelski v. Nova Cas. Co., et al., 2021 Wis. App. 1174 (2022).

sion about liability waivers:

Wisconsin law does not favor exculpatory releases because "they tend to allow conduct below the acceptable standard of care applicable to the activity."

Richards v. Richards, 181 Wis. 2d 1007, 1015, 513 N.W.2d 118 (1994). Wisconsin courts construe such releases strictly against those who seek to rely on them. *Atkins*, 277 Wis. 2d 303, ¶12.

Schabelski v. Nova Cas. Co., 2022 Wisc. App. 1174 Par. 28, 404 Wis. 2d 217, 233, 978 N.W.2d 530, 538. (Ct. App. 2022).

The quote contains two important principles.

First, the courts disfavor releases. When a court "disfavors" something, it is stating that the law is biased against it. In other words, Wisconsin courts are required to be biased against releases. To be enforced, a liability release must overcome the court's concerns about the waiver. The second principle is that all releases are construed, that is, interpreted, "strictly" against the party relying on them. That means the language of the release must be absolutely clear to be enforceable. Any doubts are resolved against the party which asked for the waiver. So if it is not clear that an injury is covered by the waiver, it is not covered.

WHY ARE WAIVERS DISFAVORED?

The law related to waivers is part of the "common law." Just as in England, American judges decide the legal rules which pertain to many legal matters, including liability and negligence. Judges are lawyers, many of whom represented injured parties while they were practicing. It is difficult not to become at least somewhat sympathetic to injured people in the course of practicing law – and judges cannot avoid carrying those attitudes with them to the bench.

The courts disfavor liability releases because the courts have, historically, placed a greater priority on compensating victims of injuries and deterring negligent conduct than on the freedom of busi-

Keepin' it Legal Cont'd

nesses and customers to enter into a contract releasing liability.

Our legal system is based on the belief that liability creates incentives for people to behave appropriately to protect others. The knowledge that you will pay damages to pedestrians you hit with your car, for example, is assumed to prompt people to be careful to look for people walking in the street.

The American legal system also has a deep-seated aversion to allowing people to avoid responsibility by inducing people to sign agreements. Our courts believe that people should not be completely free to do so. The Schabelski court stated:

Public policy refers to the "principle of law under which freedom of contract or private dealings is restricted by law for the good of the community." *Merten v. Nathan*, 108 Wis. 2d 205, 213, 321 N.W.2d 173 (1982) (citation omitted). In undertaking the public policy analysis, we attempt to balance the tension between contract law, which seeks to protect the ability to "manage [one's] own affairs without government interference," and tort law, which seeks to deter conduct below the standard of care and compensate persons injured by the unreasonable conduct of others. *Richards*, 181 Wis. 2d at 1016.

When a court refers to "public policy," it means what the court concludes is the right policy, often based on precedents. Those policies are part of our common law, which explicitly allows judges to define the rules of many portions of human life.

Because the common law of Wisconsin disfavors waivers and releases, the Schabelski court, therefore, reviewed the release to determine whether the release applied to the accident and whether it should be enforced.

Ms. Schabelski argued that the release did not apply because it released the ski area from liability for "unloading operations" related to the chair lift, but not to rescue operations. The Court of Appeals relied on previous cases involving liability releases. Under that precedent, a release must "clearly express the intent of the parties so that with the surrounding circumstances, it is clear the parties knowingly agreed to excuse one of them from otherwise responsible acts." If there is any ambiguity or lack of clarity, it is resolved against the party seeking the release.

Interestingly, the precedents cited by the Court of Appeals state two differing but related principles. A release which simply attempts to release a business from every claim that could be made is void because it is overbroad. Thus, the Court noted, a hot air balloon company's release which stated the guest was required to "...assume full responsibility for all risks of any and every kind..." was overbroad because it protected the released parties from any liability whatsoever, and unenforceable.

Attorneys crafting releases have responded by drafting highly specific releases. The release Ms. Schabelski signed contained nine bullet points describing specific releases. (Only one of the nine is reproduced above). Naturally, whenever one describes something with specificity, whatever is not included in the description is excluded. And that happened here. The release, the Court of Appeals held, did not apply to negligence in rescu-



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ing Ms. Schabelski from the chair because the language did not include rescues. The Court also concluded the release could not excuse the ski area for liability for reckless or intentional misconduct, which is consistent with previous holdings by the courts.

There was another critical element considered by the Court of Appeals. Sunburst Ski Area did not demand that Ms. Schabelski sign the release or leave. Instead, Sunburst offered Ms. Schabelski two choices – sign the release and pay the ordinary admission price, or, for an additional fee of \$10, purchase admission without the waiver. That option is essential under Wisconsin law. Many court cases have criticized attempts to enforce waivers because the customer was not offered the chance to “bargain” about the release. The Court of Appeals found that offering Ms. Schabelski the choice was sufficient to meet the requirements of Wisconsin law. So the release was enforceable, but it did not apply to the injury that had occurred.

The Court of Appeals, therefore, concluded the release would not bar Ms. Schabelski’s claims related to the manner in which Sunburst Ski Area undertook to rescue her. However, the Court of Appeals did agree that Ms. Schabelski’s claims alleging negligence by the ski area and its attendant were covered by the release. The Court of Appeals reversed the circuit

court’s decision to dismiss the entire claim, and remanded the case for further proceedings, but only on the claim that the ski area was negligent in the manner in which it attempted to rescue Ms. Schabelski. The case is now pending in Washington County Circuit Court.

LESSONS FROM THE SKI AREA CASE

Liability releases are not a simple solution to the risk of lawsuits. They may be useful to address specific aspects of campground operations. But campgrounds must also be mindful of the impact that asking for a waiver and release has on the campground’s image. Campgrounds want potential guests to see the campground as a safe, fun place. It is a bit off-putting to a guest to learn that before they can get a campsite at this wonderful, safe place, they have to sign a waiver acknowledging that they can’t sue the campground if it is not safe. How do we reconcile those contradictions?

To me, at least, we do so by using a document which describes what the campground experience is, what the campground provides, and what the camper’s responsibilities are. In other words, it should not be a statement by which the campground walks away from responsibility. Rather, it should be a way of educating the camper about the camper’s responsibility.

As you all know, the perfectly safe campground has yet to be built, and never will be. The best designs and construction by owners will always fail to prevent some people from harming themselves. The purpose of a waiver and release agreement, therefore, is not to abandon campers but to make sure they are aware that they are responsible for their own safety.

HERE’S WHAT CAMPGROUNDS SHOULD DO TO USE LIABILITY RELEASES EFFECTIVELY.

1. Give camper notice of inherent hazards and risks which make camping a different experience.

Camping is not the same as going for an ice cream cone at a restaurant. It is an outdoor environment with very different conditions. At home, we have paved streets, lights at night and usually don’t have a fire pit in the front yard. What makes camping fun is the opportunity to experience nature – which brings with it certain risks.

That is why Wisconsin campgrounds enjoy immunity from the “inherent risks” of camping under sec. 895.519 of the Wisconsin Statutes. That statute, adopted in 2016 as the result of efforts by WACO, states that private campgrounds are not liable for injuries as the result of acts or omissions as the result of an “inherent risk” of camping. The inherent risks include 8 categories. For this illustration, I will mention just one, natural bodies of water.

If your campground has a lake or a natural pond which is used as a recreational feature, the statute protects you from liability. You need to notify guests that the campground is immune, but you do not need them to waive the right to sue. The statute does that. So too does the statute providing that participants in recreational activities assume the risk of the activity (sec. 895.525).

So – the liability agreement needs to educate guests that the camping experience poses different risks and opportunities than their ordinary home life. They are responsible for keeping themselves safe in these differing surroundings. There are many

aspects of campgrounds which are either part of the experience or beyond control. That’s why in pushing for adopting of the inherent risks law, we asked for protection from “lack of lighting.” Darkness is part of the camping experience. It is also carries some risk along with the benefit.

We do not need to ask guests to waive liability for inherent risks, only to acknowledge that they have been notified of those risks.

2. Activities That Are Not Inherent Risks Where Risk Is Affected By Guests’ Behavior.

Humans do many things that are more dangerous than our regular baseline activities. Riding a bike, for example, has a much higher probability of resulting in injury, even though the likelihood of an accident is still low. Statistics report that biking is twice as risky as driving, one-third more risky than walking, but only 1/26th as risky as motorcycling. If the campground offers bikes for use by campers, it’s appropriate to inform guests that they bear responsibility for avoiding the risk of injury. Biking is not especially dangerous, but the way someone handles a bike makes a huge difference in how dangerous it is. Keep your hands on the handlebars, and you are likely to stay in control. So, the liability agreement needs to inform guests that there are some activities whose risk is largely dependent on the actions of the participant – and those are the activities where a waiver is appropriate.

If you install a jumping pad or other structure in the pond to create a play area, you’ve created a risk. These kinds of play structures are not natural features. They are not highly dangerous, but the actions of individual users have a huge effect on whether there is injury or not. It is appropriate to shift the risk to the user and protect the campground with a waiver. Keep in mind, though, that a waiver must be reasonable in order to be enforced. If you ask the guest to waive liability for defects in the play structure, that may render the release overbroad and unenforceable. You set up the structure, and

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keeping it safe is on you.

3. **Waivers Should Be Part Of A Safety Program, Not An Alternative To A Program.**

It would be a mistake to expect that if guests sign a broad release of liability you can pay little heed to dangers on the campground. Waivers are not going to shield anyone from, for example, leaving a sharp blade where small children can get to it. Using prudent practices with tools, such as lock-out-tag-out, are sound safety policies for employees and for guests who might be around the location where the tools are being used.

If the manufacturer of a jumping pad recommends that there be some kind of orientation for new users, then offer that orientation. If you don't, you might someday have to listen to an expert witness explain why your failure to do so was negligent.

Signs reminding guests of dangers are certainly appropriate. The signs should emphasize that guests are responsible for avoiding injury because only they can do so. Every campground should identify areas or activities where a brief orientation may serve to alert guests to the need to be careful.

4. **Intentional or Reckless Acts Cannot Be Shielded By Waivers.**

There are risks which no waiver will protect you from. Reckless or intentional actions that cause injuries are not going to be shielded by a release. For the purpose of liability, an action is intentional if the person meant to do the act – even if they did not intend the harm which result. If you shoot an arrow into the air, you may be liable if it comes to Earth at you know not where and hurts someone.

It is pointless to ask a guest to release the campground from liability for a campground employee assaulting a child. The campground

may not be liable for the assault. But the campground's liability is not going to be eliminated by a release. On the other hand, a release which is overreaching creates the risk that a court reviewing the document may find it unacceptable.

CONCLUSION – WHAT SHOULD WE DO?

For years, clients have asked me to write a simple document which they can have guests sign to avoid ever having to be sued. It simply isn't possible to do so. It is possible to manage your risk. Think of a release and waiver agreement as a way of educating guests about their responsibility for their own safety, and a way of protecting you if the guest fails to do so.

A waiver and release, though, need to be part of a continuous emphasis on safety. That includes training your staff, offering orientation to campers and their guests, giving notice of the duties guests take on when they enter the campground and, where appropriate, obtaining a signed waiver.

The Schabelski decision is an excellent summary of decades of law on this issue. It provides us with some guidance we can use to prepare waivers for next season. I would like the chance to work with a group of campground owners during the winter to discuss where waivers may work, and draft some models we can use.

A New Generation of RVers Paving A Brighter Future for the RV Industry

71%
OF LEISURE TRAVELERS
PLAN TO TRAVEL OVER
THE HOLIDAY SEASON
12% ARE PLANNING
ON RVING
DURING THEIR TRAVELS
THIS REPRESENTS 15.3
MILLION AMERICANS

The RV industry has experienced a boom in demand, with a new demographic of consumers leading the market to record numbers in the past couple of years.

The newest travel intentions study by the RV Industry Association (RVIA) showed that, out of 15.3 million Americans planning to go RVing between Thanksgiving and the New Year, 29% of Millennials and 20% of Gen Zers are planning to stay in an RV by borrowing, renting or owning one this holiday season, compared to the 15% of Gen Xers and 3% of Baby Boomers.

“We’ve seen over the past few years that the age of [RVers] has gotten younger and more diverse,” said RVIA Spokesperson Monika Geraci during an interview with Modern Campground.

“We looked at people who bought RVs for the first time in 2020, and that median age had dropped down to 41. Then, we did this again in 2021 and looked at the median age of first-time buyers. So these are new to the RVing world, and in 2021, the median age for a first-time buyer was 33.”

The study showed that the main reasons Millennials and Gen Zers opt for RVs as a form of travel are the outdoor adventure and time flexibility to spend with family and friends. Other reasons include wanting more control over their environment, taking everything they want from home, enjoying the journey, and using the RV as a guest house.

The RV has also become an affordable travel option since it will cost 50% less than comparable hotel and plane ride trips and 30% less than hotel and car ride trips, according to a press release by the RVIA.

See the full story on Modern Campground: <https://moderncampground.com/usa/a-new-generation-of-rvers-paving-a-brighter-future-for-the-rv-industry/>



Your Trusted Partner for Campground & RV Park Loans in Wisconsin

Respectfully Submitted by our Sponsor, Blackhawk Bank

At Blackhawk Bank, we understand the challenges, as well as the opportunities of running a campground or an RV park in different areas of Wisconsin and Illinois. We also know that you deserve a rewarding, enjoyable, and profitable experience when running your business. That's why we make our banking relationships easy as well as useful. We'll listen to your special requirements and offer different solutions for your current and future business needs. We'll help your campground or RV park remain competitive with favorable campground, RV park, and SBA loans.

DISCOVER A WIDE RANGE OF SUITABLE FINANCING OPTIONS

We keep good track of all the financial trends regarding running campground and RV parks in Illinois and Wisconsin, having a selection of suitable financial solutions at the ready. Our bankers work with you to choose the most appropriate type of loan that would help you meet the ever-changing demands of your guests. Additionally, we keep your unique market position and goals in mind, bringing you ideas you can rely on and building mutual trusts. From different types of SBA loans to other specialty solutions, we offer full-service assistance and guidance. Get tailored solutions & ensure stable growth of your business

Blackhawk Bank helps you through the different stages of setting up and running your business in Wisconsin and Illinois. We offer both SBA and specialized conventional loans that suit your current needs. First, we offer RV park and campground loans to help you with the acquisition of a property suitable for the start of your business. From there, we also offer tailored solutions to business owners looking to develop their business either through property expansion or acquisition of new equipment. Finally, we can help you refinance your existing loan, granting you the financial boost your business requires.

WE HANDLE SBA LOANS FOR CAMPGROUND OR RV PARKS IN WISCONSIN (AND ILLINOIS)

Our bank helps you secure different types of specialized SBA loans tailored to the requirements of your campground and RV park business. Our bankers are familiar with the ins and outs of the Small Business Administration loans, having the knowledge and expertise required to help you through the process. With our assistance, you can easily and efficiently secure funding for your business through one of the two specialized types of SBA loans:

SBA 7(A) SOLUTION FOR CAMPGROUNDS AND RV PARKS

This type of Small Business Administration loan allows you to secure finances to purchase land and build brand-new facilities



on their property. You can also use this loan to purchase an existing business in Wisconsin and Illinois within your line of work, such as a campground or an RV park, refinance your debt or repair your capital. Finally, you can also use an SBA loan for campground and RV parks to acquire new technology, supplies, furniture, machinery, and other essential equipment. At Blackhawk Bank, we offer assistance throughout the process until the favorable resolution of your application.

SBA 504 SOLUTION FOR CAMPGROUNDS AND RV PARKS

Certified Development Loans are more specific than 7(a) SBA loans. They help owners of campgrounds and RV parks in Wisconsin and Illinois secure financing for purchasing land, expanding your existing business, as well as purchasing parking lots, utilities, and making other improvements your business requires. This loan also ensures the funding required for modernizing or converting some of your existing facilities. However, the SBA 504 loan isn't for refinancing and repairing credit. We'll help you successfully navigate the process and ensure you receive the funding you need.

WHAT SEPARATES US FROM OTHER BANKS IN WISCONSIN & ILLINOIS

We understand the nuances of operating this type of business in Illinois and Wisconsin, which is essential for providing you with a specialized campground and RV park loans, or SBA loan that suits your requirements. However, we also offer different alternative payment plans and fully customizable financial terms that suit your current financial situation. Additionally, we ensure a fast approval process, as well as comprehensive fraud prevention. Finally, we can provide assistance with website and online marketing strategies, perform human resources consulting, help you with business transitions, and explore different campground rentals in the area to find the most appropriate one for you. We're your one-stop bank for a full-service approach to all your

business-related needs. We partner with the leading institutions. Our bank has partnered with some of the leading institutions in your industry, allowing us to provide a range of specialized RV park and campground loans to clients in Wisconsin and Illinois. This is how we remain in step with all the latest advancements in this field and what gives us the knowledge necessary to advise you on the best path forward regarding your financial situation.

BLACKHAWK BANK IS HERE FOR YOU
At Blackhawk Bank, we are just as invested in creating a memorable camping experience as you are. Owning and operating a campground is a team effort, and our experienced bankers know what it takes to set your campground and RV park up for successful seasons to come. Contact us today to learn more. Member FDIC.



Create a financially stable future for your guests, your employees, and for yourself:

Develop a succession plan.

Our Certified Exit Planners have the tools you need for successful transition planning.

- Help define your goals and assure the longevity of your business.
- Objective valuations of your property and business assets.
- Help you identify your priorities, reduce stress and leave much less to chance.

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blackhawkbank.com/business/financial-guidance-for-campgrounds-and-rv-parks

MEMBER FDIC EQUAL HOUSING LENDER



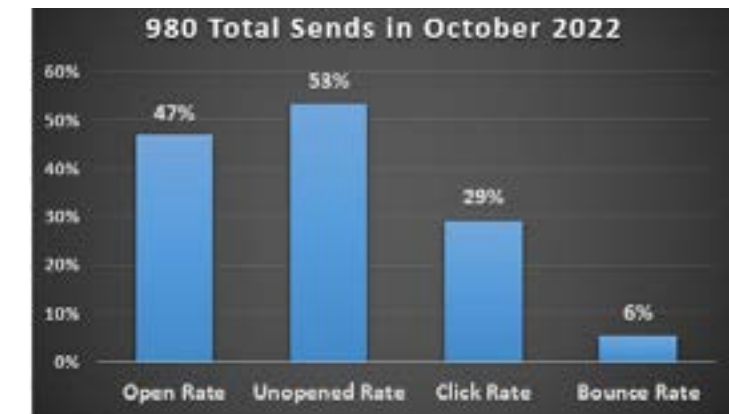
October 2021 vs 2022 Social Media Referrals to Website



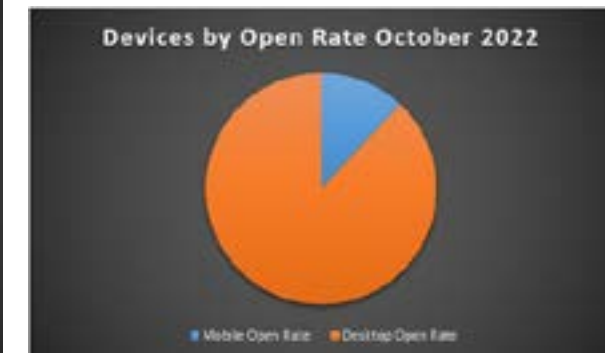
Jan-Oct 2022 Compared to Jan-Oct 2021



October 2022 Email Stats



October '22 Open by Device



Top Emails by Open Rate for October 2022

Time Sent	Campaign Name	Sends	Opens	Open Rate	Mobile Open Rate	Desktop Open Rate	Clicks	Click Rate
10/26/2022 17:59	October 2022 Newsletter - Correction	388	204	55.60%	14.10%	85.90%	80	21.80%
10/29/2022 15:56	WACO - IAAPA Discount	204	35	49.20%	10.90%	89.10%	14	7.30%
10/26/2022 16:12	October 2022 Newsletter	388	258	63.40%	11.10%	88.90%	40	10.90%



October 2022 Monthly Audience Overview



Your audience at a glance



Let's learn a bit more about your users!



Royalle R.V.
8025 ISHERWOOD RD.
BANCROFT, WI 54921
715-335-6860
Central Wisconsin's Park Model Authority

Campgrounds4Sale.com
MINNESOTA + WISCONSIN

15000

Lakes

300

Campgrounds

92

Days of Summer

1

Wisconsin

Jan-Oct 2022 YTD WEBSITE STATS





Jim Button accepting the State Leadership Award at ARVC for Scott Kollock!



Our WACO office staff was hopping busy in October and most of November! Check out Lori's letter to see more about what we learned on our travels! Also...you may want to hit up the Bierbachs from Hixton/Alma KOA if you feel Vegas calling your name! They were BIG winners at the KOA Convention.



Board of Directors

The WACO Board of Directors consists of dedicated members focused on determining the best options for your association. If you have ideas, questions, or want to get more involved, reach out to one of them or the WACO office.

 Scott Kollock, President Vista Royale Campground skollock@uniontel.net 715-335-6860 2021-2024 1st Term	 Bud Styer, Past President Jellystone Park™ Fort Atkinson mrbud@budstyerassociates.com 608-592-2128 2021-2022
 Ashley Weiss-Wegner, 1st Vice President Wilderness Campground awegner@wildernesscampground.com 608-297-2002 2018-2024 2nd Term	 Peter Hagen, 2nd Vice President Pride of America petehagen@camppoa.com 800-236-6395 2020-2023 1st Term
 Patricia Lombardo, 3rd Vice President Equity Lifestyle patricia_lombardo@equitylifestyle.com 312-533-7255 2022-2025 2nd Term	 Brian Huth, Treasurer Camping in the Clouds Brianhuth22@yahoo.com 920-422-4315 2020-2023 1st Term
 Deneen Pedersen, Secretary Stoney Creek RV Resort deneen@stoneycreekrvresort.com 715-597-2102 2021-2024 1st Term	 Rob Brinkmeier, Director Merry Macs Campground camp@merrymacscampground.com 815-541-4934 2020-2023 1st Term
 Sarah Krause, Director River's Edge Campground camp@riversedgewisconsin.com 715-344-8058 2021-2024 1st Term	 Julie Michaels, Director Scenic Ridge Campground jmsrc@gmail.com 608-883-2920 2022-2025 1st Term
 Kristi Mlodzik, Director Duck Creek Campground camp@duckcreekcampground.com 608-429-2425 2021-2024 1st Term	 Tiffany Pargman Director Indian Trails Campground camp@indiantrailscampground.com 608-429-3244 2022-2025 1st Term
 Mark Stefan, Director Grand Valley Campground info@grandvalleycampground.com 920-394-3643 2018-2024 2nd Term	 Jim Button, 2022 ARVC Representative Evergreen Campsites and Resort evergreencampsites@gmail.com 920-622-3498
 Adam Malsack, Chair Elect – Legislative Lake Arrowhead Campground adam@lakearrowheadcampground.com 920-295-3000 Appointed Term 2016-2023	 Lori Severson, Executive Director Severson & Associates lori@seversonandassociates.com 608-792-5915



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