

## **RELEASE & WAIVER OF LIABILITY AND INDEMNITY** **AGREEMENT**

IN CONSIDERATION for being permitted to enter premises and property for vacation rental or any other purpose, the undersigned, for himself/herself, his/her personal representatives, guests, children, heirs, and next of kin, acknowledges, agrees, and represents that he/she has or will immediately upon entering, and will continuously thereafter, thoroughly inspect such areas and his/her continued presence constitutes an acknowledgment that he/she has inspected house, deck and entire property and he/she finds and accepts such areas as being safe and reasonably suited for the purposes of his/her use, and he/she further agrees and warrants that if, at any time, he/she feels anything to be unsafe, he/she and all guests will immediately leave the area and advise appropriate persons.

THE UNDERSIGNED hereby RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Ken or Allison Curtis personally and as company or corporate representatives, their members, managers, operators, officials, officers, directors, employees, owners and lessees of the premises, all for the purposes herein referred to as "releasees", from all liability to the undersigned, guests, representatives, assigns, heirs and next of kin for any and all loss or damage, and any claim or demand thereof on account of INJURY to the person(s) or property or resulting in DEATH of the undersigned or guests, whether caused by negligence of the releasees or otherwise while in or upon the area.

THE UNDERSIGNED hereby AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may occur due to their presence in or upon the area and whether caused by the negligence of the releasees or otherwise.

**WARNING:** Use of canoe, hot tub, and/or fireplace carries risk that may result in serious injury or death, and unsupervised use by children is prohibited. All persons must wear life vests when in or around the lake. Elderly persons, pregnant ladies, infants and anyone subject to heart disease, diabetes, low or high blood pressure, strokes, epilepsy or similar afflictions should not enter a spa alone and without consulting their physician. Never use a spa or canoe while under the influence of drugs or alcohol. If you are taking medication of any kind, or being treated for any illness, consult your physician prior to use of spa. Spa should be kept at a temperature less than 104° for personal safety. Spa is built flush with deck, DO NOT WALK ON SPA COVER or it will collapse. Supervise children at all times to decrease risk of injury or drowning. Before anyone uses hot tub, the undersigned agrees to test safety of water by checking temperature and chemistry, test kit is provided under outdoor grill. If bromine or pH level are not within an acceptable range, directions and chemicals are also under grill. Spa must be shocked frequently to prevent bacterial growth and possibility of contracting communicable skin disorders, and bathers should shower immediately after use. It is the renter's responsibility to check chemical levels.

THE UNDERSIGNED hereby ASSUMES FULL RESPONSIBILITY FOR RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of the releasees or otherwise while in or upon area.

THE UNDERSIGNED hereby certifies that he/she and guests (they) have adequate insurance to cover any injury, illness or damage that may be caused or suffered while in or upon area, or else agrees to bear the costs of such damage or injury. The undersigned further that he/she/they have no medical conditions which would interfere with use of hot tub, swimming, canoeing, hiking, rock climbing, climbing stairs, etc. or else assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition and expressly acknowledges such physical activities are dangerous and involve the risk of serious injury and/or death and/or property damage. The undersigned further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by law and that if any provision is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Any dispute, controversy or claim arising out of or related to this Agreement or the interpretation of this Agreement shall be settled by arbitration in accordance to the rules of the American Arbitration Association, except to the extent modified below. The place of arbitration shall be York County, SC.

THE UNDERSIGNED HAS READ, UNDERSTANDS THE RISKS, AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

**Cancellations:**

Also, stating that you have reviewed and agree to the terms and policies stated on the Rates/Reservations page at [alakecabin4u.com](http://alakecabin4u.com) 45 days in advance cancellation minus -\$200 cancellation fee. 45 days prior to your arrival balances are due and there are no refunds. If there are any uncertainties please purchase one of the vacation protection plans offered by the billing company vacation rents/Homeaway.com. Options are offered to purchase protection plans when reserving. No refunds for holidays or Race dates.

**Bugs and pests:**

The cabins are up adjacent the Cherokee National Forest although we perform regular pest control on the cabins we cannot guarantee it to be pest free of all bugs and animal and pests. We cannot compensate for the presence of pests, insects and animals. We also ask that all guests respect nature that you Do Not feed wildlife.

**Road conditions:**

Recommend four wheel drive in Winter/snow months.

We do not refund due to weather conditions.

**Code of conduct rules must be followed by all guests:**

In appropriate conduct /behavior includes and not limited to violence, verbal or physical abuse, violating all part of this said agreement, act or acts that threaten the safety to others, loud music, repetitive noise that disturbs others, annoying to others or unauthorized services, programs or gatherings. Guests will be asked to leave and no refunds. By checking this box, part of this ebill, you are agreeing with the terms and conditions of this agreement as if you signed the agreement itself.

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_