

RELEASE & WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

631 Vermont 12 Hartland 05048

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 Alexa Baggio or Wesley Updike personally or 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: Swimming and the use of pond, firepit and/or fireplace carries risk that may result in serious injury or death, and unsupervised use by children is prohibited. 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 the pond alone and without consulting their physician. Never swim 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 the pond.

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, 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 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.

Bugs and pests:

The house is set among beautiful woods. Although we perform regular pest control on the property, it will never be free of all bugs, animals, and pests. We cannot compensate for the presence of pests, insects and animals. We also ask that all guests respect nature and that you do not feed wildlife.

Road conditions:

Recommend four wheel drive in Winter/snow months.

We do not refund due to weather conditions.

No parties or drinking games:

We have invested in a nice home with beautiful things for you to enjoy. We do not allow parties or drinking games in any part of the home. Your signature below indicates acceptance of this policy and willingness to cover any charges for additional cleaning or damage created by inappropriate use of the home.

FULL NAME (Printed): _____

SIGNATURE: _____ **DATE:** _____

PET ADDENDUM

It is hereby agreed by and between Alexa Baggio and _____ (*Guest*) that homeowner will allow guest to have the following described pet and no others in the vacation home upon and subject to the terms and conditions of the rental agreement and this addendum.

The permission granted herein shall be limited to a certain pet as described below:

Type of Pet: Dog

Name: _____

Color: _____

Weight: _____

Age: _____

Sex: _____

Guest hereby agrees to comply the following:

1. Guest to pay additional pet fee in the amount of \$100 per pet.
2. Guest is responsible for cleaning up any/all pet refuse.
3. Dogs are not allowed on furniture. Any evidence of pets on furniture may incur extra cleaning fees.
4. All pets are to be treated with some type of flea and tick repellent prior to arrival (this can be standard flea/tick pills, oils or collar). Fleas and ticks are very rampant in this area and can cause harmful/fatal illness to humans and pets.
5. Pet must not cause damage to premises or furnishings. If damages are caused, the cost of the damage may be deducted from security deposit.
6. Homeowner assumes no responsibility for illness or injury that may incur to pets or humans while on the premises.

The Guest shall be solely responsible for the pet while on the property.

Sign _____ Date _____