

WAIVER, RELEASE AND INDEMNITY OF ALL LIABILITY

PLEASE READ THIS AGREEMENT CAREFULLY, IT COMPLETELY RELEASES HIDDEN ACRES CABIN, LLC AND OTHERS FROM LIABILITY

EVERYONE OVER THE AGE OF 17 THAT IS OCCUPYING THE PREMISES MUST SIGN ONE OF THESE FORMS.

FOR AND IN CONSIDERATION of being permitted to enter the premises and/or of being permitted to occupy the premises on a transient basis the receipt and adequacy of which is hereby acknowledged, the undersigned (hereinafter referred to as "Guest"), 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 the house, the deck, the pond and entire property and that 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 **Hidden Acres Cabin, LLC at 843-430-0332**, and further agree to the following release and waiver of liability, express assumption of risk, and indemnity agreement, including parental/guardian release when applicable.

The house rented, its interior and exterior areas including but not limited to the deck, the pond, the ingress and egress areas of the house and all outbuildings, are collectively hereinafter referred to as the "Premises".

Hidden Acres Cabin, LLC, its owners, members, directors, agents, officers, contractors, and employees are collectively hereinafter referred to as "Hidden Acres Cabin, LLC" and/or "Releasees".

Guest acknowledges, agrees, and represents that he/she understand that occupying the Premises involves certain risks and dangers including risks and dangers of injury to persons, or damage to property, INCLUDING RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); these risks and dangers may be caused by Guest's own actions, or inactions, the actions or inactions of Guest's invitees, dependants, charges, guests, any person holding under Guest, or trespassers while the Guest's is occupying the Premises, the condition of the Premises, the weather, or THE NEGLIGENCE OF THE "RELEASEES". The causes of risk include, BUT ARE NOT LIMITED TO: unfamiliar stairs, decks, furniture, windows, doors, decorations, fireplaces, landscaping, (including plants and objects); unfamiliar location of lights, appliances, fireplaces, heaters, gas grills, and their control mechanisms, and unfamiliarity with the proper use of such items; possible loose grab rails, flooring (including without limitation, floor boards, rugs, carpets, and other floor coverings); uneven interior and exterior walking surfaces; sharp objects; heavy objects; hot or cold objects; electrical outlets and plugs; items within the reach of children; weather related causes such as wet, icy, hot, cold, or slippery surfaces, or hazards disguised or hidden by snow, ice, darkness or other factors; use and existence at Premises of the pond and the hot-tub; the general age, condition, or location of the Premises and objects contained in and around the Premises; and other similar and different causes.

GUEST HEREBY EXPRESSLY, KNOWINGLY AND FREELY ASSUMES ALL RISK OF LIABILITY OF ANY KIND, OR FOR ANY INJURY TO OR DEATH OF PERSONS, OR DAMAGE TO PROPERTY OF GUEST OR ANY OTHER PERSON, FROM ANY CAUSE WHATSOEVER, FORESEEABLE OR UNFORESEEABLE, RESULTING FROM THE USE, OCCUPANCY OR ENJOYMENT OF THE PREMISES BY GUEST, GUEST'S INVITEES, DEPENDANTS, CHARGES, GUESTS, ANY PERSON HOLDING UNDER GUEST, PERSONS ACTING ON GUEST BEHALF, OR TRESPASSERS, AND GUEST HEREBY RELEASES AND DISCHARGES RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES CAUSED OR ALLEGED TO BE IN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

GUEST AGREES THAT RELEASEES SHALL NOT BE LIABLE FOR ANY DAMAGE OR LIABILITY OF ANY KIND, OR FOR ANY INJURY TO OR DEATH OF PERSONS, OR DAMAGE TO PROPERTY OF GUEST OR ANY OTHER PERSON WHILE THE GUEST IS VISITING HIDDEN ACRES CABIN, LLC, FROM ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE OF THE RELEASEES OR OTHERWISE, RESULTING FROM THE USE, OCCUPATION OR ENJOYMENT OF THE PREMISES BY GUEST, GUESTS, INVITEES, DEPENDENTS, CHARGES, GUESTS, ANY PERSON HOLDING UNDER GUESTS, PERSONS ACTING ON GUEST'S BEHALF, OR TRESPASSERS, GUEST HEREBY FURTHER AGREES TO DEFEND, INDEMNIFY PROTECT AND SAVE HARMLESS RELEASEES FROM ALL LIABILITY WHATSOEVER INCLUDING, WITHOUT LIMITATION, LIABILITY CLAIMED BY ANY PERSON OR ENTITY, FOR ANY AND ALL REAL OR CLAIMED DAMAGE OR EXPENSE, INJURY, DAMAGES OR LOSS OF PROPERTY BY THEFT, VANDALISM OR MALICIOUS MISCHIEF, INJURY OR DEATH TO ANY PERSON, FROM ANY CAUSE WHATSOEVER, FROM ALL LIENS, CLAIMS, AND DEMANDS ARISING OUT OF THE USE OR ENJOYMENT OF THE PREMISES AND ITS FACILITIES, ANY REPAIRS OR ALTERATIONS WHICH GUEST MAY MAKE OR CAUSE TO BE MADE UPON THE PREMISES AND ANY CLAIMS AGAINST RELEASEES BY ANY OF GUEST'S , INVITEES, DEPENDANTS,

Guest's Initials: _____

CHARGES, GUESTS, TRESPASSERS, PERSONS ACTING ON GUEST'S BEHALF, PERSONS HOLDING UNDER GUEST, EMPLOYEE, AGENT, OR CONTRACTOR OF GUEST. THE FOREGOING OBLIGATION OF GUEST TO INDEMNIFY RELEASEES SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THE TERM OF GUEST'S OCCUPANCY AND SHALL INCLUDE ALL COST OF LEGAL COUNSEL AND INVESTIGATION, TOGETHER WITH OTHER COST, EXPENSES AND LIABILITIES INCURRED IN CONNECTION WITH ANY AND ALL CLAIMS OF DAMAGE, ACTIONS, SUITS, OR PROCEEDINGS TO WHICH RELEASEES MAY BECOME INVOLVED BY REASON OF THE GUEST HAVING VISITED HIDDEN ACRES CABIN, LLC. GUEST FURTHER COVENANTS NOT TO SUE RELEASEES.

BY PROCEEDING GUEST DECLARES HE/SHE HAS READ ALL PAGES OF THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND BY SIGNING IT, HE/SHE HAS GIVEN UP SUBSTANTIAL RIGHTS ON HIS/HER OWN BEHALF AND IF APPLICABLE ON BEHALF OF THE GUEST'S MINOR CHILD OR MINOR FOR WHOM THEY HAVE RESPONSIBILITY. GUEST FURTHER DECLARE THAT HE/SHE HAS SIGNED THIS AGREEMENT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTEND ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

GUEST HEREBY CERTIFIES THAT HE/SHE IS THE PARENT AND/OR LEGAL GUARDIAN AND/OR TEMPORARY GUARDIAN OF ALL MINORS SIMULTANEOUSLY OCCUPING THE PREMISES, AND THAT GUEST UNDERSTANDS THAT HE/SHE IS WAIVING LIABILITY FOR ALL PERSONS/ GUEST/MINOR(S), BY EXECUTING THIS RELEASE AND WAIVER OF LIABILITY, EXPRESS ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ON THEIR BEHALF, AND AGREE THAT THE TERMS OF THIS AGREEMENT SHALL APPLY TO THE GUEST/MINOR AS IF THEY WERE THE "GUEST". GUEST HEREBY ACCEPTS FULL RESPONSIBILITY FOR EACH AND EVERY CHILD/MINOR ON THE PREMISES. ALL CHILDREN UNDER THE AGE OF 17 MUST BE SUPERVISED AT ALL TIMES.

Special Notice:

Hot Tubs: Please remember there are certain health risks that are associated with using a Hot Tub. Hot Tub covers are for insulation purposes and are not designed to support a person or persons. DO NOT STAND ON THE HOT TUB COVERS, they will break and you may be charged for replacement. Remember when not using the Hot Tub, leave the cover on so the Hot Tub will stay warm and debris will stay out. Please shower before using the Hot Tub as some body lotions/etc. mixed with the Hot Tub chemicals can cause a rash on your skin. Also shower after using the Hot Tub. No children under the age of 12 are allowed in the Hot Tub or Jacuzzi. Children under the age of 17 must be accompanied by an adult at all times. The use of the Hot Tub carries risks that may result in serious injury or death, and unsupervised use by children is prohibited. Elderly persons, expecting mothers, infants and anyone subject to heart disease, diabetes, low or high blood pressure, strokes, epilepsy or similar afflictions should not enter a Hot Tub alone and without consulting their physician. Never use the Hot Tub 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 Hot Tub. The Hot Tub should be kept at a temperature less than 104° for personal safety.

Before anyone uses the Hot Tub, the undersigned agrees to test the safety of the water by checking temperature and chemistry with the test kit provided. If bromine or pH levels are not within an acceptable range, directions and chemicals are also under provided. The Hot Tub 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 Guest's responsibility to check chemical levels with the kits provided.

IN WITNESS WHEREOF, I the undersigned Guest, hereby irrevocably execute this Agreement with the intent to induce Hidden Acres Cabin, LLC., to allow me to occupy the Premises.

DATE: _____ GUEST: _____ (SEAL)

Guest's Initials: _____