

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

IN CONSIDERATION for being permitted to enter premises and property located at **669/671 Poga Rd. Butler, TN**, 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 acknowledgement 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 SUE, Parlier Associates Inc., Terry and Debra Parlier personally and as company or corporate representatives, their members, managers, operators, officials, officers, directors, employees, owners and/or lessees of the premises, all for the purposes herein referred to as "releasees", for all liability to the undersigned, guests, representatives, assigns, heirs and next of kin for any and all loss of damage, and any claim or demand thereof on account of property damage, illness or INJURY to the person(s), 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, natural risky conditions or otherwise.

**WARNING:** Use of any hot tub, and/or fireplace carries risk that may result in serious injury or death. NO CHILDREN UNDER THE AGE OF 12 ARE PERMITTED TO USE THE HOT TUB AT ANY TIME. The American College of Obstetricians and Gynecologist (ACOG) state that becoming overheated in a hot tub is not recommended during pregnancy. Elderly persons and anyone subject to heart disease, diabetes, low or high blood pressure, strokes, epilepsy or similar afflictions should not enter the hot tub without consulting their physician. Never use a spa while under the influence of drugs or alcohol or if you are taking medications of any kind, or being treated for any illness. The spa should be kept at a temperature less than 104 degrees for personal safety and all bathers must shower before and after use to decrease the possibility of skin problems. DO NOT SIT OR WALK ON THE SPA COVER, or it will collapse. **Supervise children at all times to decrease risk on injury, death or drowning.**

**DANGER:** There are many risks and dangers inherent to this mountainous/river terrain that could jeopardize both health and life, specifically including but not limited to perilous rock cliffs, waterfalls, and fast moving currents of water, wild caves and caverns. Walking on nature paths or swimming in the river is at your own risk. Each person who arrives on the property does so at their own risk and accepts full liability and responsibility for that risk and whatever occurs to them while they are on the property. Each child who arrives on the property must have a

guardian and that guardian accepts full liability and responsibility for the care and welfare of that child. The property owners (Terry & Debbie Parlier) cannot be held liable or responsible for harm to you or other individuals from your carelessness, the carelessness of the individual harmed, or the carelessness of others. The property owner cannot be held liable or responsible for any harm or damage caused by acts of nature or God. Each person accepts full liability and responsibility for their own actions and their own possessions. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premises.

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 an injury 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 certifies that he/she/they have no medical conditions which would interfere with use of the spa, mountainous terrain or river 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.

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_