

## GUESTS LIABILITY AND INDEMNIFICATION AGREEMENT

(hereinafter referred to as GUEST). GUEST has been given permission to come upon operated by **Frio Family Getaway** (hereinafter referred to as "OWNER").

GUEST acknowledges and understands that no warranty, either expressed or implied, is made by the OWNER as to the condition of the Owner's Premises.

This document is to warn GUEST that dangerous conditions and hazards do exist on the owner's premises that can result in injury or property damage to the person/persons involved in these activities. These conditions, risks and hazards, including but not limited to: houses with pools, poisonous snakes, insects and spiders, erosion and general condition of the land, both on and off roadways creating rough driving and walking conditions, animals both wild and domestic that may be potentially dangerous, deep water, rope swings, water slide and potentially persons with firearms on premises.

The many possibilities and sources of injury are acknowledged by GUEST.

I hereby state that I expressly assume all such dangers, risks and hazards for myself and everyone staying under my booking.

In consideration for the right to enter the premises, I hereby release and agree to protect, indemnify and hold harmless the Owner and his or her respective heirs, agents, employees and assigns from and against any and all claims, demands, causes of action and damages, including attorney's fees, resulting from any accident, incident, or occurrence arising out of, incidental to or in any way resulting from the use of the premises and all improvements thereon, whether or not caused by the Owner's negligence or gross negligence. I hereby further covenant and agree that I, my heirs, successors and assigns will not make claim or institute any suit or action at law or in equity against the Owners or his or her respective heirs, agents, representatives, employees, successors or assigns by reason of conditions of the premises or activities occurring thereon. As used in this release, the tenants include minors in my care while on premises. The guest who brings minors onto the Owner's premises assumes the responsibility for watching and caring for minor's safety and guarding against hazards at all times.

**Cancellation policy:** If you cancel more than 60 days out you will get a full refund. If you cancel 30-60 days out, you will lose your deposit. If you cancel 30 days or less, you will lose the full amount unless I am able to rebook the property. If I can rebook, you will get a full refund minus any credit card fees.

GUEST MUST READ THIS DOCUMENT AND UNDERSTAND IT. HE/SHE IS SIGNING IT FREELY AND VOLUNTARILY.

Additional Charges: Frio Family Getaway reserves the right to charge the credit card on file for any additional services needed to return the property to the state it was in upon your arrival. For example, excess garbage, broken or missing items, extreme filth, etc.

BY your signature below, Frio Family Getaway is authorized to charge the credit card on file for the damages/ mistreatment of property.

GUEST HAS READ THIS DOCUMENT AND UNDERSTANDS IT. HE/SHE IS SIGNING IT FREELY AND VOLUNTARILY.