

REDWOOD MOUNTAIN VIEW RETREAT
RELEASE & WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION for being permitted to enter Redwood Mountain View Retreat 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 Redwood Mountain View Retreat, Dan Duriscoe, Cindy Duriscoe, or the Property Manager 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.

THE UNDERSIGNED hereby accepts full responsibility for each child while on the property. All children under the age of 18 must be supervised at all times. Use of the barbeque, and/or woodstove carries risk that may result in serious injury and unsupervised use by children is prohibited (see Guest Rental Agreement).

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 certify that he/she/they have no medical conditions which would interfere with use of hot tub, climbing stairs, hiking, 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 in the City of Fresno and/or Fresno County.

THE UNDERSIGNED HAS READ, UNDERSTANDS THE RISKS, AND VOLUNTARILY SIGNS THIS 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.

SIGNATURE: _____ DATE: _____

PRINT NAME: _____ RENTAL DATES: _____

GUEST RENTAL AGREEMENT

Check-in/Check-out procedures: CHECK-IN time is **4:00 PM** on the day that your scheduled reservation begins. Early check-in may be available by prior arrangements. CHECK-OUT time is **12:00 NOON (SHARP)**. Your cooperation in adhering to our established check-out time assists housekeepers in preparing for incoming guests.

Cleaning Fee: Guests are expected to leave the house in tidy condition upon check-out. Dishes should be washed, books and videos put away, linens left on the beds, etc. Excess messiness (food scraps, disarray of supplies and equipment, both indoor and outdoor, or unusual tracking of mud and debris indoors) constitutes a violation of this agreement. The management reserves the right to charge the cleaning fee of \$75 for these conditions.

Reservation changes: Any changes to your reservation/payment in full must be made 14 days prior to check-in date. There is no guarantee that a change request can be honored. All changes are subject to availability.

Cancellations: Cancellations less than 14 days in advance are refunded 90% only if the unit can be re-rented. In the event the unit is not re-rented the entire deposit is forfeited.

Liability: Refer to Release & Waiver of Liability and Indemnity Agreement at end of this agreement. This agreement **must be signed and dated before occupying the premises**. By accepting this reservation, it is agreed that all guests are expressly assuming the risk(s) of any harm arising from their use of the premises or others whom they invite to use the premise.

Refunds: We will do everything we can to make sure **Redwood Mountain View Retreat** is ready for you to enjoy what it has to offer. Any damages or problems not reported by the guest(s) upon arrival will be charged to the tenant. No refunds will be issued for early departure, malfunctions in the equipment (i.e. televisions, stereos or VCR) or weather conditions. Guests will be held responsible for any damaged or missing items or damage to the premises during their stay. We cannot be responsible for any items lost or stolen during your stay. We do everything to keep all equipment in good working order. If something is not working properly, we will do our best to get it up and running for your stay. If you call after hours to report something and it is a true emergency then you will be contacted as soon as possible. If it is not a true emergency and it can wait, please contact us the next day during business hours.

NO SMOKING: There is absolutely NO SMOKING in Redwood Mountain View Retreat. Please smoke outside. Ashtrays/sand pots can be found on decks. We are in close proximity to Giant Sequoia National Monument so please don't throw cigarettes on the ground. Please put your smokes in the ashtrays/sand pots please.

Road Conditions: Mountain roads can be curvy and steep. We do not refund due to road conditions or inclement weather.

Grill and Fire Safety: The wood fire grill and campfire pit are provided for your convenience, in addition to the propane barbeque grill on the north side of the house. During the summer months, be sure to wet down the area in at least a 50 foot radius around and behind the fireplaces with water before starting a wood fire. **THE FIRE MUST BE MONITORED AT ALLTIMES.** Also be aware of wind conditions, and **DO NOT START A FIRE IN WINDY CONDITIONS.** If the wind increases when a fire is already going, **PUT THE FIRE OUT WITH WATER.**

Conduct: Rules and Regulations must be followed by all guest(s). Inappropriate conduct or behavior includes and not limited to: violence, verbal or physical abuse, violating any part of this said agreement, act or acts that threaten the safety of others, and bringing unauthorized animals on the premises. Guest(s) will be asked to leave the premises if the owner determines guest(s) behavior is inappropriate or unacceptable.

Guest initials _____

Natural Hazards: This area of California naturally possesses hazards in the landscape, including POISON OAK, RATTLESNAKES, and STINGING INSECTS (including bees, wasps, and scorpions). Rattlesnakes are rarely observed, but are more commonly seen in the spring and fall, and may hide under the deck or in the wood pile. Poison Oak is common on this property and in the Giant Sequoia National Monument, learn to recognize it and avoid it. Carpenter bees are not aggressive, but are very large insects and can be alarming when they approach closely. Wasps and “meat bees” are common, particularly in the fall. Paper wasp nests are sometimes seen in the oak trees, “mud daubers” make nests under building eaves, and meat bees make nests in the ground. If you encounter any of these nests, LEAVE IT ALONE and get away as soon as possible. Also, notify the owners or property manager so that preventative action can be taken. Scorpions hide in dark places, under wood on the ground and under rocks, and are sometimes found indoors. They are small compared to the desert scorpions found in the Mojave and Sonoran regions. Their sting is painful at first but is non-venomous (unlike their larger desert cousins) and usually is not serious. However, anyone who is allergic to bee stings should be aware of these insects and have appropriate medications available to counteract anaphylaxis.

Redwood Mountain View Retreat Rules and Regulations

We try to provide a secluded and private experience for our guests, and keep rules and regulations to a minimum. However, there are a few common sense rules, and Guests/visitors who violate them are subject to IMMEDIATE EVICTION & forfeiture of deposit. ALL guests/visitors are financially RESPONSIBLE for any damages that they may cause to the home or exterior areas of the home and must read and comply with each of the rules and regulations.

1. CHECK IN TIME is 4:00 PM - CHECK OUT TIME: 12:00 NOON (Sharp) - Someone will arrive to pick up the key upon the day of your departure.
2. Please park autos in the driveway ONLY, not on paved patios.
3. ABSOLUTELY NO SMOKING INSIDE HOME! Use an appropriate receptacle for outside smoking and DO NOT throw butts on the ground!!! BBQ gas grill propane tank is turned off when you arrive, please close valve again before leaving.
4. ALL CHILDREN MUST BE CONSTANTLY SUPERVISED.
5. THE HOUSE IS ON A SEPTIC SYSTEM. PLEASE USE ONLY toilet paper in the commodes and no grease down the drains. Do not remove screened drains in sinks and tubs. IF SCREENS ARE REMOVED, especially from bathtub YOU WILL BE CHARGED \$10. Remove all visible debris from strainer when debris becomes visible or if water draining slows down. For water conservation please 3/4 fill one sink to rinse dishes, DO NOT let water run while doing dishes. THANK YOU!

Guest initials _____

To Our Guests: We have attempted to make your stay one of remembrance. We ask that you behave considerately and conscientiously to the property and its contents in order that future guests are able to enjoy their visit as well. You are encouraged to submit suggestions and /or comments so that we will be more able to facilitate your needs on your next visit. We thank you in advance for your cooperation and sincerely hope that your stay will be one to commit to memory.

This property is privately owned. Management reserves the right to refuse service to anyone, and to enter and inspect the home at any time. We will not be responsible for accidents or injury to guests or for loss of money, jewelry or valuables of any kind including theft or vandalism of autos or boats. There are no refunds for early departure for any reason. Guests/visitors are financially responsible for any damages that they cause to the home or exterior areas.

Guests/visitors must read these rules and comply. In consideration of and as compensation to Redwood Mountain view Retreat, I agree to RELEASE, HOLD HARMLESS AND INDEMNIFY the Homeowners of Redwood Mountain View Retreat from any and all liability, claims and causes of action arising out of or in any way connected with me and/or my guests use of Redwood Mountain View Retreat and its related property including but not limited to the grounds and stairways. I personally assume all risks in connection with my arrangement herein without exception.

I ACKNOWLEDGE HAVING READ THE RULES AND AGREE TO ABIDE BY THEM:

NAME (PRINTED) _____

SIGNATURE _____

DATES OF RENTAL _____ **DL#** _____