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**DUCK RIVER RUSTIC RESORT, LLC**

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**Liability Release Form**

For \$10.00 and other valuable considerations, including being allowed to stay at Duck River Rustic Resort, LLC Lodge, I agree and acknowledge the following:

I hereby agree to hold Duck River Rustic Resort, LLC, its owners, employees and agents (individually and / or collectively as Duck River Rustic Resort, LLC) harmless and indemnify them against any and all claims, damage causes or active of damages and costs thereof arising from injury to a persons on Duck River Rustic Resort, LLC property or loss of life sustained in or about the Lodge and associated surroundings and streets (the "Premises") by any person or persons whatsoever. I agree that Duck River Rustic Resort, LLC and the owners shall not be liable for any persons or damage to any goods, wares, or property regardless of how such injuries may be caused.

Duck River Rustic Resort, LLC and the owners will not be held responsible for damaged or stolen personal items or items left on the premises during my stay or after departure.  
\_\_\_\_\_ (Agreed)

Duck River Rustic Resort, LLC will make no refunds from acts of nature, power outages, failure of utility services (including electrical breakers tripping appliances). \_\_\_\_\_ (Agreed)

Acts of Nature / construction noise: Duck River Rustic Resort, LLC and the owners shall not be liable for events beyond their control which may interrupt guest occupancy, including but not limited to Acts of Nature, Acts of government agencies, fire, strikes, war, inclement weather and construction noise that impacts the premises / area. NO DISCOUNT or REFUND will be offered in these circumstances. \_\_\_\_\_ (Agreed)

I understand that there is an excessive amount of ladybugs during certain times of the year. I am also aware that there are wasps, bees and other insects that may enter the Lodge. I am aware that snakes, turkeys, deer and other wildlife are in the mountains / woods. I should take precautions when outdoors or hiking. \_\_\_\_\_ (Agreed)

In addition, I understand that the Lodge /Cabin is not child proof and extreme caution should be taken when children are occupying the premises and especially when playing outside. I understand that the cabins are multi-unit lodging and traffic will be entering / leaving the other units.  
\_\_\_\_\_ (Agreed)

I understand that the following are NOT allowed on the premises of Duck River Rustic Resort, LLC:

- 1) Campfires are NOT to be built on the premises
- 2) Fireworks are NOT allowed on the premises.
- 3) Firearms are NOT allowed on the premises.

\_\_\_\_\_ (Agreed)

I am aware that alcoholic beverages or illegal drugs are NOT allowed and will result in my eviction with no refund. I am also aware that Duck River Rustic Resort, LLC Lodge / Cabins are ALL NON-SMOKING units. \_\_\_\_\_ (Agreed)

I understand that each unit is decorated in a "Lodge" theme and all items, dishes, furnishings

and home decor belong to DRRR,LLC. If items / furnishings are missing or broken, I acknowledge that my credit card on file will be charged for such damages or missing items. I am aware that I cannot rearrange the furniture or electronic equipment from their designated area. \_\_\_\_\_(Agreed)

I understand I am paying a cleaning fee, but this DOES NOT mean Duck River Rustic Resort, LLC will allow me to leave the Lodge / Cabin in an unsanitary condition. All garbage should be placed in the outside bins with lid fastened securely. If additional cleaning of the premises is needed due to the above, an additional cleaning fee will be billed to my credit card on file. \_\_\_\_\_(Agreed)

I understand that Duck River Rustic Resort, LLC is a multi-unit Lodge and I will be considerate of other vacationers' in regards to noise. Loud music, loud conversations and loud vehicles etc. will not be tolerated. If this policy is violated, it will result in my eviction and I will receive no refund for the remainder of my scheduled vacation stay. \_\_\_\_\_(Agreed)

I agree / understand that my initial deposit of 1/2 of total rent due \$\_\_\_\_\_ is payable at the same time I confirm my reservations and the remainder of the balance is payable upon my arrival. Cancellations made 46 days prior to my arrival date will be charged a 10% cancellation fee based on the amount of refund. Cancellations made within 45 days of my scheduled arrival date will forfeit 75% of the total cost of my reservations. Cancellations made within 30 days of my scheduled arrival date will forfeit 100% of the total reservation cost. \_\_\_\_\_(Signature)

You must be at least 21 years of age to rent a lodge / cabin in the Duck River Rustic Resort, LLC . A Driver's License or legal ID must be presented at time of check in and must match the name on the credit card and reservations name. Max occupancy in each unit will not exceed a total of 6 adults. If this policy statement is violated, I forfeit 100% of the total rental fee. \_\_\_\_\_(Agreed)

Duck River Rustic Resort, LLC maintains its property to the highest level and strives to provide a clean and safe environment for every guest.

I agree to hold Duck River Rustic Resort, LLC blameless and harmless in regards to any injury, sickness or accident that happens in or around the property / premises of Duck River Rustic Resort, LLC – inside the lodge /cabins or outside. I agree that I am responsible for my own safety from injuries or accidents as well as sickness. \_\_\_\_\_(Agreed)

Print Name:\_\_\_\_\_

Signature:\_\_\_\_\_ Date\_\_\_\_\_

Witness:\_\_\_\_\_ Date:\_\_\_\_\_

Duck River Rustic Resort, LLC