

# GUEST AND VISITOR ACKNOWLEDGMENT OF RISK AND LIABILITY WAIVER

**Property:** Misty Haven Cabins

**Location:** Bandera County, Texas

**Applies To:** All guests, occupants, invitees, and visitors (collectively, "Guests")

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## IMPORTANT NOTICE

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. PLEASE READ CAREFULLY.

This document is a general acknowledgment of risk and waiver of liability for use in connection with short-term rental stays. It is not legal advice. Property owners should have this document reviewed by a licensed Texas attorney before use.

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## 1. PARTIES

This Acknowledgment of Risk and Liability Waiver ("Agreement") applies to all individuals who occupy, visit, or otherwise enter the short-term rental property ("Property") owned by **Misty Haven Cabins ("Owner")**.

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## 2. ACKNOWLEDGMENT OF RISKS

GUESTS UNDERSTAND AND ACKNOWLEDGE THAT USE OF THE PROPERTY INVOLVES INHERENT AND POTENTIALLY DANGEROUS RISKS, INCLUDING BUT NOT LIMITED TO:

- SLIPS, TRIPS, AND FALLS
- STAIRS, DECKS, BALCONIES, AND UNEVEN TERRAIN
- SWIMMING POOLS, HOT TUBS, OR WATER FEATURES (IF APPLICABLE)
- FIRE PITS, GRILLS, AND COOKING EQUIPMENT
- RURAL AND OUTDOOR CONDITIONS, INCLUDING WILDLIFE, INSECTS, AND NATURAL HAZARDS
- WEATHER-RELATED RISKS

GUESTS VOLUNTARILY AND KNOWINGLY ASSUME ALL SUCH RISKS, WHETHER KNOWN OR UNKNOWN.

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## 3. RELEASE AND WAIVER OF LIABILITY (INCLUDING NEGLIGENCE)

TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW, GUESTS HEREBY RELEASE, WAIVE, AND DISCHARGE THE OWNER FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, OR LIABILITY ARISING OUT OF OR RELATED TO PERSONAL INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE.

THIS RELEASE INCLUDES CLAIMS ARISING FROM THE NEGLIGENCE OF THE OWNER, EXCEPT WHERE PROHIBITED BY LAW.

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#### 4. INDEMNIFICATION

GUESTS AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OWNER FROM ANY CLAIMS, DAMAGES, LOSSES, OR EXPENSES (INCLUDING ATTORNEY'S FEES) ARISING FROM:

- GUEST ACTIONS OR NEGLIGENCE
  - VIOLATION OF HOUSE RULES
  - INJURY OR DAMAGE CAUSED TO THIRD PARTIES BY GUESTS OR THEIR VISITORS
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#### 5. RESPONSIBILITY FOR VISITORS

THE PRIMARY BOOKING GUEST AGREES TO INFORM ALL MEMBERS OF THEIR PARTY AND ANY VISITORS OF THIS AGREEMENT AND ACCEPTS FULL RESPONSIBILITY FOR THEIR CONDUCT AND SAFETY.

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#### 6. PROPERTY USE AND SAFETY

GUESTS AGREE TO:

- FOLLOW ALL POSTED RULES AND INSTRUCTIONS
  - USE ALL AMENITIES RESPONSIBLY
  - SUPERVISE CHILDREN AT ALL TIMES
  - REFRAIN FROM UNSAFE OR RECKLESS BEHAVIOR
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#### 7. MEDICAL AND EMERGENCY CARE

THE OWNER IS NOT RESPONSIBLE FOR PROVIDING MEDICAL CARE OR EMERGENCY SERVICES.

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#### 8. SEVERABILITY

IF ANY PORTION OF THIS AGREEMENT IS FOUND UNENFORCEABLE, THE REMAINING PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT.

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#### 9. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITH VENUE IN BANDERA COUNTY, TEXAS.

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#### 10. ACCEPTANCE OF TERMS

BY BOOKING, ACCESSING, OR USING THE PROPERTY, GUESTS ACKNOWLEDGE THAT THEY HAVE READ, UNDERSTOOD, AND AGREED TO THIS AGREEMENT.

FOR DIRECT BOOKINGS, ACCEPTANCE SHOULD BE OBTAINED VIA ELECTRONIC SIGNATURE OR WRITTEN AGREEMENT.

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SIGNATURE BLOCK (FOR DIRECT BOOKINGS)

Guest Name: \_\_\_\_\_

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

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