

Crimson Fairway Getaway Rental Liability Waiver

I, _____, and the members of my party staying with me (collectively “Releasor”), a visitor to and short term vacation renter of the property commonly known as Crimson Fairway Getaway located in Washington, Utah (the “Property”) acknowledge and agree:

1. The pool associated with the Property, although fully fenced, does not have a cover and is open water.
2. The pool is located on private property and, as such, does not have a lifeguard on duty.
3. The gate around the pool has lockable gates. It is the responsibility of the Releasor to ensure guest safety by shutting and locking the gate as appropriate for Releasor’s personal circumstances. It is your responsibility to check the gates upon your arrival to ensure they are locked.
4. I am also aware that my stay at the Property involves risk that may result in serious bodily injury or death. Some of the risks include, but are not limited to, drowning, falling, sports injury, slips, trips, falls, cuts, adverse weather conditions, the acts or omissions of guests or visitors on the property during my stay, and the condition of the Property. I understand that this listing of potential risks is not complete and that there are other risks or events associated with the Property that are known or unknown, anticipated or unanticipated, that may result in serious bodily injury and or/death.
5. In consideration of being permitted to rent and stay at the Property, I agree on my own behalf, my family, any and all guests, and invitees that I voluntarily assume, and am fully responsible and liable for, any and all risks of injury or death. I hereby release and hold harmless Leavitt McDonald Holdings and its members, employees and representatives (collectively “Releasees”) from any claims, complaints, losses, damages, or expenses that may arise from my stay at the Property, and do hereby fully and forever release and discharge the Releasees from any claims for injuries or damages, including bodily injury or property damage, that may result from or be related in any way to my rental and stay at the Property. I further agree to indemnify and defend Releasees, through their own choice of counsel, against any and all claims arising out of or related in any way to my rental of the property, including claims by third parties.
6. I understand and acknowledge that being in or near the Coral Canyon Golf course also presents various risks and hazards. I assume all such risks associated with being in or near the Coral Canyon Golf Course.
7. I understand there is a hill on the Property. Guests are not permitted to ride bikes, scooters, or anything else down the hill. The safety handrail should be used when going up or down the hill.
8. I agree any claims arising out of my rental and any claims of damage of injuries at the property will be determined by binding arbitration before a single arbitrator in Utah. I

understand that I, as well as the Releasees, are waiving the right to a trial by jury of my peers, and I am doing so knowingly, willingly, and voluntarily.

9. In the event that I, or any other member of my party, should require medical care or treatment, I understand and agree that I am solely responsible for any expenses associated with such care or treatment, including the responsibility to carry my own medical insurance for such purposes.
10. I agree that I will be liable for, and agree to pay, any damage to the Property or its fixtures or furnishings caused during my stay.
11. I agree and understand smoking is not allowed anywhere on the Property.
12. I agree and understand to inform my guests that no feminine products or trash should be flushed down the toilet on the Property. I agree to pay for any damages resulting to the Property as a result of my failing to comply with this requirement.
13. I agree and understand pets are not allowed on the Property. I agree to pay for any damages resulting to the Property as a result of my failing to comply with this requirement.
14. I agree to not have visitors at the Property during my stay that are not listed on this liability waiver without first notifying the Releasee.
15. I agree to obey the local noise ordinance by ensuring our party does not make noise outside after 10 pm local time.

I acknowledge that I have read this entire document and I understand the terms and agree to be bound by them. I understand that this document applies to and shall be effective and binding upon me, my heirs, assigns, personal representative, estate, and all members of family, minors, invitees, and others in my care, custody or control, and agree to advise all such individuals of the terms of this document and carefully supervise their use of the Property.

Name of Guest/Releasor

Signature of Guest/ Releasor

Date

Name of additional Guests:

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

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