



# RELEASE OF LIABILITY

## PLEASE READ CAREFULLY

IN EXCHANGE FOR AGREEING ON A SHORT-TERM STAY AND PARTICIPATING IN THE ACTIVITIES OF, INCLUDING BUT NOT LIMITED TO, KAYAKING, PADDLE BOARDING, AND/OR BOATING AT RAINBOW RIVER LODGING, LLC, OF 10731 SOUTHWEST 185TH TERRACE, DUNNELLON, FLORIDA, 34432, AND/OR USE OF THE PROPERTY, FACILITIES, AND SERVICES OF RAINBOW RIVER LODGING, LLC, BY SUBSEQUENT PAYMENT, I AGREE FOR MYSELF, FOR THE MEMBERS OF MY FAMILY, AND FOR MY INVITED GUESTS TO THE FOLLOWING:

- 1. AGREEMENT TO FOLLOW DIRECTIONS.** MY INVITED GUESTS, FAMILY, AND I AGREE TO OBSERVE AND OBEY ALL POSTED RULES AND WARNINGS, AND FURTHER AGREE TO FOLLOW ANY ORAL INSTRUCTIONS OR DIRECTIONS GIVEN BY RAINBOW RIVER LODGING, LLC.
- 2. ASSUMPTION OF THE RISKS AND RELEASE.** MY INVITED GUESTS, FAMILY, AND I RECOGNIZE THAT THERE ARE CERTAIN INHERENT RISKS ASSOCIATED WITH THE ABOVE DESCRIBED ACTIVITIES AND I ASSUME FULL RESPONSIBILITY FOR PERSONAL INJURY TO MYSELF, MY FAMILY MEMBERS, AND ANY INVITED GUESTS AND FURTHER RELEASE AND DISCHARGE RAINBOW RIVER LODGING, LLC FOR ANY AND ALL INJURY, LOSS, OR DAMAGE ARISING OUT OF MY, MY FAMILY'S, OR MY INVITED GUESTS' USE OF OR PRESENCE UPON THE FACILITIES OF RAINBOW RIVER LODGING, LLC, WHETHER CAUSED BY THE FAULT OF MYSELF, MY FAMILY, MY INVITED GUESTS RAINBOW RIVER LODGING, LLC OR OTHER THIRD PARTIES.
- 3. INDEMNIFICATION.** MY INVITED GUESTS, FAMILY, AND I AGREE TO INDEMNIFY AND DEFEND THE SHELTON'S AND RAINBOW RIVER LODGING, LLC AGAINST ALL CLAIMS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, COSTS OR EXPENSES, INCLUDING ATTORNEY FEES AND OTHER LITIGATION COSTS, WHICH MAY IN ANY WAY ARISE FROM MY, MY FAMILY'S, OR MY INVITED GUESTS' USE OF OR PRESENCE UPON THE FACILITIES OF RAINBOW RIVER LODGING, LLC.
- 4. FEES.** MY INVITED GUESTS, FAMILY, AND I AGREE TO PAY FOR ALL DAMAGES TO THE FACILITIES OF RAINBOW RIVER LODGING, LLC CAUSED BY ANY NEGLIGENT, RECKLESS, OR WILLFUL ACTIONS BY ME, MY FAMILY, OR MY INVITED GUESTS. RAINBOW RIVER LODGING, LLC IS A SMOKE-FREE ENVIRONMENT. VIOLATING THIS RULE BY MYSELF, MY FAMILY, OR MY INVITED GUESTS WILL RESULT IN A \$2,000.00 FINE. WILL SUBJECT IN ADDITION, ALL ANIMALS ARE STRICTLY FORBIDDEN, INCLUDING SERVICE DOGS. VIOLATING THIS RULE WILL BE SUBJECT TO A \$2,000.00 FINE THAT MUST BE PAID IMMEDIATELY ON-SITE. FAILURE TO PAY ANY APPLICABLE FINES IS CAUSE FOR IMMEDIATE EVICTION AND FORFEITURE OF RENTAL PAYMENT.

IN ADDITION, ALL PRINCIPALS WHO HAVE PAID FOR THE LODGING USE MUST INFORM THEIR GUESTS OF THE FOLLOWING: THEIR GUESTS MUST BE AWARE THAT THERE ARE BOATS, KAYAKS, PADDLE BOARDS, BUNK BEDS, BONFIRE PITS, BALCONIES, STAIRS, RAMPS, DOCKS, BARBEQUES, AND OTHER ISSUES THAT MAY BE A HAZARD TO MANY GUESTS FOR VARIOUS REASONS. BY PAYING YOUR RENTAL FEE YOU ACCEPT ALL THE RISK AND LIABILITIES FOR ANY AND ALL ACCIDENTS REGARDLESS OF WHO IS AT FAULT (SEE "ASSUMPTION OF THE RISKS AND RELEASE").

I HAVE READ THIS DOCUMENT AND I UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

NAME

DATE

SIGNATURE