



*6153 W Main St LLC  
6153 West Main St  
Turin NY, 13473*

# **TUG HILL TRAIL HOUSE**

## **Rental Agreement and Release of Liability**

6153 W Main St LLC  
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Turin, New York 13473

### **Introduction**

Welcome to Tug Hill Trail House. This Rental Agreement and Release of Liability governs the occupancy and use of the property by all guests, occupants, visitors, and invitees associated with a reservation.

Guests are required to review this Agreement before a reservation can be confirmed. By electronically accepting this Agreement, guests acknowledge that they have read, understood, and agreed to all terms and conditions contained herein.

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## **1. Occupancy and Use**

The property is provided for temporary lodging purposes only.

The primary guest making the reservation represents that they are at least eighteen (18) years of age and have the authority to enter into this Agreement on behalf of all members of their party.

The primary guest accepts responsibility for the conduct, safety, and actions of all occupants, visitors, and invitees associated with the reservation.

Only registered guests may occupy the property unless prior written approval is obtained.

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## **2. Assumption of Risk**

Guests acknowledge that occupancy of a private vacation rental involves inherent risks that cannot be completely eliminated.



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Such risks may include, but are not limited to:

- Slips, trips, and falls
- Uneven terrain
- Stairs, decks, porches, driveways, and walkways
- Fireplaces, grills, and outdoor fire features
- Snow, ice, rain, mud, and other weather-related conditions
- Wildlife, insects, and natural environmental conditions
- Recreational activities undertaken on or near the property
- Rural roads and transportation conditions
- Power outages, internet interruptions, and utility disruptions

Guests voluntarily assume all ordinary risks associated with occupancy and use of the property.

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### **3. Winter Weather and Outdoor Recreation**

The Tug Hill region is known for significant snowfall, changing weather conditions, and outdoor recreational activity.

Guests acknowledge that:

- Snow and ice conditions may create hazardous surfaces.
- Travel conditions may change rapidly.
- Snowmobile, ATV, UTV, hunting, fishing, hiking, and other recreational activities involve inherent risks.
- Guests participate in recreational activities entirely at their own risk.

The Owner does not supervise or control recreational activities conducted by guests.

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### **4. Property Condition and Safety**

Guests agree to use the property in a safe and reasonable manner.

Guests shall immediately report:

- Unsafe conditions
- Damage to the property
- Equipment malfunctions
- Accidents resulting in injury



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- Fire or water-related incidents

Guests agree not to disable smoke detectors, carbon monoxide detectors, safety equipment, locks, or other protective devices.

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## **5. Damage and Additional Charges**

Guests are responsible for damage caused by themselves, members of their party, visitors, invitees, pets, or any person allowed onto the property by the guest.

Charges may include:

- Repair costs
- Replacement costs
- Excessive cleaning costs
- Removal of unauthorized items
- Costs associated with violation of house rules

Normal wear and tear shall not be considered damage.

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## **6. Personal Property**

Guests are solely responsible for their personal property.

The Owner shall not be responsible for loss, theft, damage, or destruction of personal property brought onto the premises.

Guests are encouraged to secure valuables at all times.

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## **7. Limitation of Liability**

To the fullest extent permitted by applicable law, guests agree that the Owner, Property Manager, 6153 W Main St LLC, and their officers, employees, contractors, representatives, and agents shall not be liable for losses, damages, injuries, or claims arising from:



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- Guest activities
- Recreational activities
- Weather conditions
- Utility interruptions
- Internet outages
- Wildlife encounters
- Acts or omissions of third parties
- Circumstances beyond the reasonable control of the Owner

Nothing in this Agreement shall be construed as a waiver of rights or remedies that may not be waived under applicable law.

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## **8. Indemnification**

Guests agree to indemnify, defend, and hold harmless the Owner, Property Manager, and 6153WMainSt LLC from claims, liabilities, damages, costs, expenses, attorney fees, and losses arising from:

- Actions of guests or members of their party
  - Violation of this Agreement
  - Violation of house rules
  - Damage to property
  - Injury to persons caused by guests or members of their party
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## **9. Compliance with House Rules**

Guests agree to comply with all published House Rules and Rental Policies provided by Tug Hill Trail House.

Violation of House Rules may result in:

- Additional charges
  - Immediate termination of occupancy
  - Removal from the property
  - Cancellation of remaining reservation dates without refund where permitted by law
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## 10. Emergency Medical Care

In the event of a medical emergency, guests authorize emergency medical treatment to be obtained as necessary and acknowledge responsibility for any resulting medical expenses.

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## 11. Electronic Signature and Consent

Guests acknowledge and agree that:

- Electronic acceptance of this Agreement is legally binding.
  - Electronic signatures carry the same force and effect as handwritten signatures.
  - The name entered in the electronic signature field constitutes the guest's legal signature.
  - Electronic records may be retained by the Owner as evidence of acceptance.
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## 12. Governing Law

This Agreement shall be governed by and interpreted under the laws of the State of New York.

Any legal action arising from this Agreement shall be brought in a court of competent jurisdiction located within the State of New York.

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## 13. Severability

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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## 14. Entire Agreement

This Agreement, together with the House Rules and Rental Policies, constitutes the entire agreement between the parties regarding occupancy and use of the property.



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## **Electronic Acceptance**

By checking the required agreement boxes and entering their full legal name in the electronic signature field, the guest acknowledges that they have read, understood, and voluntarily agree to all terms contained in this Rental Agreement and Release of Liability.