

## **Property Rules**

**Hello and thank you for staying with us here at SLV Retreat, we hope you enjoyed the great San Luis Valley. Please read our property rules and understand by staying here you have accepted your own risk a liability. This property is our Home away from Home, so please be respectful and treat it as if it were your own. Enjoy and Welcome to SLV Retreat!**

It is your responsibility to check Colorado Fire Ban restrictions, link provided on our website

All fires must be in a designated fire pit

Please only use the firewood provided or bring your own

At the End of your stay, please collect all your garbage and put them in the Trash Bins located outside.

Do not leave any food products.

Do not park on the main road to access the RV and campsite areas

RVs, please limit runtime for AC units during Day Time hours, Do not dump any waste on the Property.

ATVs and other motorized vehicles should not be used in the Night hours, stay on designated trails and roads.

Please do not climb on the logs in the lumber yard area.

Please stay away from Solar Panels, and avoid going underneath them

Please do not have 4 or more people in both of the Main Cabin Loft areas.

Please do not hang on the Loft Railing

Please pay attention when in the lofts, falling in the staircase can lead to injury

When opening the Pull Down Stairs to the loft, please be careful of your surroundings, there is just enough room for the stairs to come down clear from obstructions

Please do not remove the blue tape on light switch in bathroom or outlet in loft, they are Not meant to be used at this time

If you use any kitchen dishes or utensils, please wash and put them where you find them

Do not use any dishes while cooking in the grill- only use All metal designated pots or pans located in the bottom cupboard in the Main Cabin

Do Not move any furniture, interior tables, chairs and couch must remain indoors.

Please Stay in your designated campsite or RV area

If traveling with a pet, please pick up after them.

**In exchange for participation in the activity of SLV Retreat of 16379 Hawk Ave, Saguache, Colorado, 81149 and/or use of the property, facilities and services of SLV Retreat agree for myself and (if applicable) for the members of my family, to the following:**

**1. AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by SLV Retreat LLC, or the employees, representatives or agents of SLV Retreat.

**2. ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with the above-described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge SLV Retreat LLC for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of SLV Retreat LLC, whether caused by the fault of myself, my family, SLV Retreat LLC or other third parties.

**3. INDEMNIFICATION.** I agree to indemnify and defend SLV Retreat 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 or my family's use of or presence upon the facilities of SLV Retreat LLC.

**4. FEES.** I agree to pay for all damages to the facilities of SLV Retreat LLC caused by any negligent, reckless, or willful actions by me or my family.

**5. APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under Colorado law.

**6. NO DURESS.** I agree and acknowledge that I am under no pressure or duress to agree to this Agreement and that I have been given a reasonable opportunity to review it before accepting. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that SLV Retreat LLC has offered to refund any fees I have paid to use its facilities if I choose not to accept this Agreement.

**7. ARM'S LENGTH AGREEMENT.** This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

**8. ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT**

**BY ACCEPTING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**