

Bullfrog Resort LLC

RELEASE & WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration for being permitted to enter premises and property for cabin rental or any other purpose, the undersigned, for himself/herself, his/her personal representatives, guests, children, heirs, and next of kin, acknowledges, agrees, and represents that he/she has or will immediately upon entering, and will continue thereafter, thoroughly inspect such areas and his/her continued presence constitutes an acknowledgment that he/she has inspected the house, deck, and entire property and he/she finds and accepts such areas as being safe and reasonably suited for the purposes of his/her use, and he/she further agrees and warrants that if, at any time, he/she feels anything to be unsafe, he/she and all guests will immediately leave the area and advise appropriate persons. THE UNDERSIGNED hereby RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the business owners personally and as company or corporate representatives, their members, managers, operators, officials, officers, directors, employees, owners, and lessees of the premises, all for the purposes herein referred to as "releases", from all liability to the undersigned, guests, representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demand thereof on account of INJURY to the person(s) or property or resulting in DEATH of the undersigned or guests, whether caused by the negligence of the releases or otherwise while in or upon the area. THE UNDERSIGNED hereby AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases and each of them from any loss, liability, damage, or the cost they may occur due to their presence in or upon the area and whether caused by the negligence of the releases or otherwise.

WARNING: Use of paddle boats, kayaks, rowboat, pontoon, fish cleaning & outdoor kitchen/ shared area, and/or firepits, wood stoves, & ALL grills carry the risk that may result in severe injury or death, and unsupervised use by children is prohibited. **All persons must wear life vests when in or around the lake.** The undersigned further expressly agrees that the foregoing release waiver, and an indemnity agreement is intended to be as broad and inclusive as is permitted by law and that if any provision is held invalid, it is agreed that the balance shall not be withstanding, continue in full legal force and effect. Any dispute, controversy or claim arising out of or related to this Agreement, or the interpretation of this Agreement shall be settled by arbitration in accordance with the rules of the American Arbitration Association, except to the extent modified below. The place of arbitration shall be Sawyer County, WI. THE UNDERSIGNED HAS READ AND UNDERSTANDS THE RISKS, AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement has been made.

Damages: I agree to pay Bullfrog Resort LLC any charges for any necessary extra cleaning or repair due to damages caused, as determined within the sole discretion of the Resort. I hereby authorize my credit card on record to be charged for the cost of these additional services.

Cancellations: By signing you are stating that you have reviewed and agreed to the terms and policies which is as follows... You must give a 30-day notice in advance of your reservation to obtain your deposit back if you were to cancel. If you were to cancel less than 30 days before your reservation, your deposit WILL NOT be refunded.

Bugs and pests: The cabins are up adjacent to nature although we perform regular pest control on the cabins, we cannot guarantee it to be pest free of all bugs, animals, and other pests. We cannot and will not refund for the presence of pests, insects, and animals. We also ask that all guests respect nature.

Road conditions: We highly recommend four-wheel drive during the winter/snow months. *We do not refund due to weather conditions.*

Code of conduct rules must be followed by all guests: Inappropriate conduct /behavior includes and not limited to violence, verbal, or physical abuse, violating all part of this said agreement, act or acts that threaten the safety to others, loud music, repetitive noise that disturbs others, annoying to others or unauthorized services, programs, or gatherings. Guests will be asked to leave, and no refunds will be given.

By signing this, you are agreeing with ALL the terms and conditions of this agreement as if you signed the agreement itself.

SIGNATURE: _____

DATE: _____