

Waiver and Release of Liability By Hotel Guests

I understand that in connection with responding to the COVID-19 pandemic the d/b/a **The Rock Cottage Gardens B&B Inn** the “**Hotel**”) guest waiver, release and other representations and covenants set forth herein are given in consideration for the Hotel permitting me and/or my child or ward to become a guest of the Hotel and occupy one of the rented rooms in the hotel.

1. Acceptance of Risk; Release; Indemnification. I am fully aware that there are a number of risks associated with me and/or my child or ward entering on the Hotel property, becoming a hotel guest and/or occupying a room at the hotel during the COVID-19 pandemic under the circumstances of rental of rooms, including without limitation: (a) I and/or my child or ward or our visitors could contract COVID-19 or other diseases such as the flu or legionnaires disease which could result in a serious medical condition requiring medical treatment in a hospital or could possibly lead to death; and (b) I and/or my child or ward or our visitors will be subject to normal risks associated with staying in a hotel such as physical injuries or even death or loss or damage to personal property, including without limitation, from slips or falls, food poisoning or allergic reaction to food served in the hotel, physical or verbal altercations with hotel staff, or other guests, electrocution from appliances or equipment within the hotel, drowning in pools or tubs, terrorist or other violence, theft or vandalism, auto accidents around the hotel, or fires or other disasters affecting the hotel. On behalf of myself and/or my child or ward and our heirs, successors and assigns, I knowingly and freely, assume all such risks, both known and unknown, relating to my and/or my child’s or ward’s occupancy of a hotel room and being a guest at the Hotel as described above, and I hereby forever release, waive, relinquish, and discharge the Hotel, along with their officers, directors, managers, officials, trustees, agents, employees, or other representatives, and their successors and assigns (collectively, the “**Hotel and City Representatives**”), from any and all claims, demands, liabilities, rights, damages, expenses, and causes of action of whatever kind or nature, and other losses of any kind, whether known or unknown, foreseen or unforeseen, (collectively, “**Damages**”) as a result of me and/or my child or ward being a guest at the Hotel and occupying a room at the Hotel as described above, including but not limited to those related to the above described personal Injuries, death, disease or property losses, or any other loss, and including but not limited to claims based on the alleged negligence of any Hotel Representative or any other person. I further promise not to sue the Hotel or any Hotel Representative, and agree to indemnify and hold them harmless from any and all Damages resulting from my and/or my child’s or ward’s being a guest or occupying a room at the Hotel.

READ CAREFULLY -- BY SIGNING THIS DOCUMENT YOU MAY GIVE UP IMPORTANT LEGAL RIGHTS.

Print Name of Hotel Guest _____
Last First MI

SIGNATURE: _____ DATE: _____

PARENT/LEGAL GUARDIAN (if Guest is under 18 years old or subject to guardianship)

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____