

## **GUEST RELEASE, WAIVER, AND INDEMNITY AGREEMENT**

In order to participate in a short-term rental of the selected property, the owner, Hooting Owl Homestead, LLC (hereinafter “**Host**”) requires you to accept this Guest release and Waiver that is effective between you and Host, which includes its members and affiliates, as of the booking date.

You represent that you are 18 years of age or older. If you are bringing a minor as a guest, you agree that you are solely responsible for the supervision and safety of that minor throughout the duration of your stay, and have read this Guest Release and Waiver and agree to it on behalf of that minor. If you are booking on behalf of other Guests, by agreeing to this you represent and warrant that each guest on whose behalf you have booked has read and agreed to this Guest Release and Waiver, which shall apply to each of them as if it applies to you and can be accessed any time [here](#).

### **Assumption of Risks**

You understand and acknowledge all potential hazards and risks associated with the short-term rental of this property, including the risk of injury or illness, sickness, physical injury, property damage, disability, permanent paralysis, and death.

TO THE MAXIMUM EXTENT PERMITTED UNDER KENTUCKY LAW, YOU KNOWINGLY, VOLUNTARILY, AND FREELY ASSUME ALL RISKS, BOTH KNOWN AND UNKNOWN, OF RENTING HOST’S PROPERTY, EVEN IF THOSE RISKS ARISE FROM HOST’S OR OTHERS’ NEGLIGENCE OR CARELESSNESS, DEFECTS IN THE EQUIPMENT, PREMISES, OR FACILITIES USED DURING YOUR STAY, OR OTHERWISE, AND YOU ASSUME FULL RESPONSIBILITY FOR ANY AND ALL ACTIVITIES AND INCIDENTS THAT MAY OCCUR DURING YOUR STAY ON THE PREMISES.

### **Release and Waiver**

You acknowledge and agree that:

- You have reasonably assessed the risks involved in a short-term rental of Host’s property and have made an informed and voluntary choice.
- You will act reasonably and responsibly and will comply with any provided and customary conditions, directions, and/or precautions included in your short-term rental of the property. If you become aware of any hazard or condition during your stay, you will notify Host of it immediately and take caution to avoid this hazard or condition.

TO THE MAXIMUM EXTENT PROVIDED BY KENTUCKY LAW, YOU RELEASE AND PROMISE NOT TO SUE HOST FOR ANY CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES (WHETHER ECONOMIC OR NON-ECONOMIC), DAMAGES, EXPENSES, COSTS OR LIABILITY OF ANY NATURE WHATSOEVER ARISING FROM OR IN CONNECTION WITH YOUR STAY ON HOST’S PROPERTY, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY.

You intend this Guest Release and Waiver to be a complete and unconditional release of all liability to the greatest extent allowed by Kentucky law. You agree that if any portion of this Waiver and Release is held to be invalid, the remainder shall continue to have full force and effect.

### **Disclaimer of Warranties**

TO THE MAXIMUM EXTENT PERMITTED BY KENTUCKY LAW, HOST PROVIDES THE PROPERTY IN THE STATE THAT IT IS FOUND IN “AS IS”, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, AND TO THE MAXIMUM EXTENT PERMITTED BY KENTUCKY LAW, HOST EXPRESSLY DISCLAIMS ANY WARRANTIES OF SAFETY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND AS TO THE ADEQUACY OF THE DIRECTIONS AND WARNINGS PROVIDED TO YOU.

### **Indemnification**

You agree that if, despite this Guest Release and Waiver, you or anyone on your behalf make a claim against Host relating to an event or occurrence while on HOST’S property, you will indemnify and hold Host harmless from any liability, demand, loss, damage, or costs that Host may incur as a result of such claim. By accepting and booking this rental, you affirm that you HAVE READ THIS GUEST RELEASE AND WAIVER AND FULLY UNDERSTAND THE ASSUMPTION OF RISK, RELEASE, WAIVER, AND CONSENT CONTAINED IN IT. YOU FURTHER UNDERSTAND THAT YOU HAVE GIVEN UP RIGHTS BY AGREEING TO THESE TERMS, AND HAVE DONE

SO FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT.