

HOOTING OWL HOMESTEAD RENTAL AGREEMENT

This Rental Agreement (the “Agreement”) is entered into on **[Date]** between **Hooting Owl Homestead, LLC** (hereafter referred to as the “**Host**”), and **[Guest Name(s)]** (hereafter referred to as the “**Guest**”). This Agreement includes a **Guest Release and Waiver** that must be agreed upon by all participants.

The Guest agrees to rent **The Goldenrod Cabin** (or other accommodations) at **Hooting Owl Homestead** in **Red River Gorge, Kentucky**, under the following terms:

1. Acknowledgment of Risks & Release of Liability

1.1 Nature of the Homestead:

The Guest understands that the homestead is a working property, which includes animals (goats, donkey, chickens, peacocks, and pigs), recreational structures, trails, and cliffs. Staying on the property carries inherent risks, including but not limited to:

- **Injuries from animal interactions**
- **Slips, trips, or falls on uneven terrain**
- **Falls from climbing structures or nets**
- **Encounters with wildlife**
- **Injuries from falling rocks or cliffs**

1.2 Assumption of Risk:

The Guest acknowledges and voluntarily assumes all risks associated with their stay, including injury, illness, accidents, property damage, disability, or death. This assumption applies **even if those risks arise from negligence by the Host or defects on the property.**

1.3 Release of Liability:

To the fullest extent allowed by Kentucky law, the Guest releases and promises not to sue the Host or its affiliates for any injuries, losses, or damages incurred during their stay, whether based on **negligence, contract, warranty, or other legal theories.**

2. Guest Responsibilities and Conduct

2.1 Supervision of Children and Minors:

The Guest affirms they are at least 18 years old. Guests are responsible for supervising all children and assume full responsibility for their safety throughout the stay.

2.2 Animal Interactions:

Animals must be treated with respect. Climbing on fences, entering animal enclosures, or feeding animals without permission is strictly prohibited.

2.3 Use of Recreational Structures:

All recreational areas (climbing nets, trails, etc.) are used **at the Guest's own risk**. Guests must use these areas responsibly and follow any posted guidelines.

2.4 Fire Safety:

Fires are permitted only in designated firepit areas and must not be left unattended. Guests must extinguish all fires before leaving the area.

2.5 Notification of Hazards:

If the Guest identifies any unsafe conditions during their stay, they agree to notify the Host immediately and take reasonable steps to avoid the hazard.

3. Indemnification

The Guest agrees to **indemnify and hold harmless the Host, its members, employees, and affiliates** from any claims, demands, or costs (including attorney fees) arising from the Guest's use of the property, including claims made by other individuals in the Guest's party.

4. Damage to Property

4.1 Rental Unit Damage:

The Guest agrees to leave the rental unit in the same condition as upon arrival. The Guest is responsible for any damage caused by themselves or their party to the unit's **furniture, fixtures, or appliances**.

4.2 Damage to Homestead Grounds:

The Guest is responsible for damage to **livestock, plants, fences, or recreational structures** caused during their stay.

4.3 Reporting of Damage:

Any damage or maintenance issues must be reported to the Host immediately to avoid additional charges.

5. Medical Emergencies and First Aid

5.1 Medical Assistance:

The Host is not responsible for providing medical care or transportation. Guests are responsible for obtaining any necessary medical treatment.

5.2 First Aid:

A first-aid kit is available in the rental unit for minor injuries. In case of an emergency, Guests should call 911.

6. Cliffs and Natural Hazards

6.1 Cliff Warning:

The property contains cliffs and other dangerous areas. Guests must exercise **extreme caution** near these areas and keep children away from them.

6.2 Restricted Areas:

Guests are prohibited from exploring non-marked areas or trails that are not designated for guest use.

7. House Rules

7.1 Noise Levels:

Guests are expected to maintain respectful noise levels, especially after **10 PM**.

7.2 Smoking Policy:

Smoking is **not permitted inside the rental unit** or near animal enclosures.

7.3 Firearms and Weapons:

Firearms, fireworks, or other weapons are **not allowed on the property**.

8. Check-In and Check-Out

8.1 **Check-In:** [Time] on [Date]

8.2 **Check-Out:** [Time] on [Date]

8.3 **Late Check-Out:** Unauthorized late check-outs will incur an additional fee of **[Amount]**.

9. Disclaimer of Warranties

The property is provided “**as is**” without any warranties, either express or implied. The Host disclaims any warranties regarding **safety, fitness for a particular purpose, quiet enjoyment,** or the adequacy of warnings or instructions.

10. Cancellation Policy

Cancellations made [**X days**] **prior to check-in** will receive a **full refund**. Cancellations made within [**X days**] **of check-in** will result in the **forfeiture of all or part of the payment**.

11. Governing Law

This Agreement shall be governed by the laws of the **State of Kentucky**, and any disputes will be resolved in Kentucky courts.

12. Acknowledgment & Agreement

By signing this Agreement, the Guest confirms that they:

- Have read and understood all terms, conditions, and waivers.
- Assume full responsibility for their safety and the safety of their party.
- Understand the risks involved and agree to **waive the right to sue** the Host for any injuries or damages that may occur.

Guest Signature: _____ **Date:** _____

Guest Signature: _____ **Date:** _____

Guest Signature: _____ **Date:** _____

Guest Signature: _____ **Date:** _____

Guest Signature: _____ **Date:** _____

Guest Signature: _____ **Date:** _____

Host Signature: _____ **Date:** _____