

HOOTING OWL HOMESTEAD RENTAL AGREEMENT

This Rental Agreement (the "Agreement") is entered into on check-in date between Hooting Owl Homestead, LLC (hereafter referred to as the "Host"), and registered guests (hereafter referred to as the "Guest"). This Agreement includes a Guest Release and Waiver that all participants must agree upon.

The Guest agrees to rent a 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, sheep, donkeys, chickens, peacocks, ducks, quail, cattle, 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 at all times 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. Only approved food from the homestead may be given to animals. If unauthorized food is given, or if animals are let out or put in danger, the Guest will be charged a fee and required to leave immediately.

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.

2.6 No Unauthorized Guests: Only registered guests are allowed on the property. No visitors are permitted without prior written approval. If additional people are found on the property that were not registered, charges will apply, and they will be required to leave immediately.

2.7 No Pets Allowed: No pets are allowed onsite, including in vehicles. Any pets found on the property will incur a minimum fee of \$300 per pet and immediate evacuation of the property.

2.8 Hot Tub Use: Hot tub rules must be followed, as posted. Any maintenance required due to guest negligence will incur a minimum fee of \$250.

2.9 Trail Use and Care: Guests are responsible for taking care of the trails, removing their trash, and ensuring they find their way back safely.

2.10 Prohibited Vehicles and Activities: No ATVs, motorcycles, dirt bikes, campers, or similar vehicles are allowed on the property. No parties are allowed.

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 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: 4pm EST

8.2 Check-Out: 11am EST

8.3 Late Check-Out: Unauthorized late check-outs will incur an additional fee of \$100 per hour.

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 30 prior to check-in will receive a full refund. Cancellations made within 29 of check-in will result in the forfeiture of payment.

11. 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: _____