

RELEASE & WAIVER OF LIABILITY & INDEMINITY AGREEMENT
FOR RENTING WATERS EDGE LOG CABIN
1556 SINK VALLEY ROAD, BUTLER, TENNESSEE

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IN CONSIDERATION for being permitted to enter premises and property (informally known as Relaxin' at Watauga and formally known as Waters Edge at the above-referenced address) for vacation 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 continuously thereafter, thoroughly inspect such areas and his/her continued presence constitutes an acknowledgment that he/she has inspected house, deck, dock 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 FILE SUIT AGAINST Russell Properties, LLC, Scott A. Russell and Michele A. Russell personally and as company or corporate representatives, their members, managers, operators, officials, officers, directors, employees, owners and/or lessees of the premises, all for the purposes herein referred to as releasees 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 property damage, illness or INJURY to the person(s), or resulting in DEATH of the undersigned or guests, whether caused by negligence of the releasees or otherwise while in or upon the area.

THE UNDERSIGNED hereby AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage or cost they may incur due to their presence in or upon the area and whether caused by the negligence of the releasees, natural risky conditions or otherwise.

WARNING: Use of canoe, kayak, any and all water toys, Jacuzzi tub, fire ring and/or fireplace carries risk that may result in serious INJURY or DEATH, and unsupervised use by children is prohibited. All persons must wear life vests when in or around the lake or river. Elderly persons, pregnant ladies, infants and anyone subject to heart disease, diabetes, low or high blood pressure, strokes, epilepsy or similar afflictions should not participate in vigorous activity nor enter a Jacuzzi tub alone and without consulting their physician. Never use Jacuzzi tub, water toys, or engage in potentially dangerous activity while under the influence of drugs or alcohol. If you are taking medication of any kind, or being treated for any illness, consult your physician prior to these activities. Jacuzzi tub should be kept at a temperature less than 104° Fahrenheit for personal safety

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and all bathers must shower before AND after use to decrease the possibility of skin problems. Supervise children at all times to decrease risk of INJURY, DEATH or DROWNING.

DANGER: There are many risks and dangers inherent to this mountainous terrain that could jeopardize both health and life, specifically including but not limited to perilous rock cliffs, decks, stairs, balconies, waterfalls, fast moving currents of water, wild caves and caverns. Such exploration is at your own risk and should only be attempted by 3-4 or more experienced climbers and spelunkers. You will need your own climbing gear and this is not intended for children nor should it be done alone.

THE UNDERSIGNED hereby ASSUMES FULL RESPONSIBILITY FOR RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of the releasees, or otherwise while in or upon area. THE UNDERSIGNED hereby certifies that he/she and guests (they) have adequate insurance to cover any injury or damage that may be caused or suffered while in or upon area, or else agrees to bear the costs of such damage or injury. The undersigned further certify that he/she/they have no medical conditions which would interfere with use of Jacuzzi tub, swimming, canoeing, rafting, spelunking, hiking, rock climbing, climbing stairs, etc. or else assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition and expressly acknowledges such physical activities are dangerous and involve the risk of serious INJURY and/or DEATH and/or property damage. The undersigned further expressly agrees that the foregoing release, waiver and 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, notwithstanding, 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 Bradenton, Florida.

THE UNDERSIGNED HAS READ, 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 have been made.

SIGNATURE: _____ DATE: _____