

## **GUEST RENTAL AGREEMENT AND RELEASE OF LIABILITY**

THIS AGREEMENT (the “Agreement”) entered into by and between the undersigned as a guest(s) of Fern Spring LLC (at times, depending on context, referred to herein as “You”, “Your”, and/or “Guest”) and Fern Spring, LLC, a California limited liability company (“Fern Spring”), relating to the temporary use of the retreat/vacation rental of the property located at 29571 Whitmore Rd., Whitmore, CA 96096 (the “Premises”).

**USE OF PREMISES.** Your use of the Premises is limited to that of a short-term vacation/retreat rental and you have no other rights to the Premises other than as a short-term licensee. Your use of the Premises shall commence at 3:00 p.m. on \_\_\_\_\_ and promptly terminate at 10:00 a.m. \_\_\_\_\_ (the “Stay”) unless otherwise agreed upon in writing.

**COMPENSATION.** The total fee for the Stay, including cleaning fees, shall be \$\_\_\_\_\_. This amount is owed at the time of the execution of this Agreement. You may cancel this Agreement at any time prior to \_\_\_\_\_, for a full refund of the fee paid. There will be no refund if this Agreement is cancelled by You after \_\_\_\_\_.

**GUEST LIMITS.** All guests (“Guests”) must be 18 years of age except for the children specifically identified by You in this Agreement. If a minor(s) is among the Guests, You acknowledge and agree that You are solely responsible for the supervision of the minor(s) throughout the duration of the stay, and You represent and warrant that you have read the release and waiver provisions below and agree to such provisions on the minor’s behalf. You further represent and warrant that all other Guests or Visitors at the Premises have read and agreed to the application to such person(s) of the terms of this Agreement.

**DAMAGES TO PREMISES.** You agree to pay for all damages to the Premises caused by any and all Guests and/or Visitors during the Stay, including but not limited to, damage to the Premises or its contents; missing or broken items; lost keys; required extra cleaning; smoke odors or damage; mailing charges for items left behind; unauthorized persons visiting or staying at the Premises; the presence of a pet without authorization; and unauthorized late check-out.

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU RELEASE AND PROMISE NOT TO SUE FERN SPRING (WHICH SHALL INCLUDE FOR PURPOSES OF THIS AGREEMENT, WITHOUT LIMITATION, ITS EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, AND THE PROPERTY OWNER) FOR ANY CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES (WHETHER ECONOMIC OR NON-ECONOMIC), DAMAGES, EXPENSES, COSTS OR LIABILITIES OF ANY NATURE WHATSOEVER ARISING FROM OR IN CONJUNCTION WITH THE STAY, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, EXCEPT THAT FOR INTENTIONAL OR RECKLESS MISCONDUCT BY FERN SPRING.**

**YOU FURTHER EXPRESSLY WAIVE ANY AND ALL PROTECTIONS OF CALIFORNIA CIVIL CODE SECTION 1542 WHICH STATES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT**

KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

ASSUMPTION OF THE RISKS.

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU KNOWINGLY, VOLUNTARILY AND FREELY ASSUME ALL RISKS, BOTH KNOWN AND UNKNOWN, OF STAYING AT THE PREMISES, EVEN IF THOSE RISKS ARISE FROM THE NEGLIGENCE OR CARELESSNESS OF FERN SPRING OR OTHERS, OR DEFECTS IN THE EQUIPMENT, PREMISES, OR FACILITIES USED DURING THE STAY.

The Premises is located in a remote location with the closest hospital emergency room approximately 30 minutes from the Premises, in Redding, CA. Staying at the Premises involves risks that may result in serious bodily injury and/or death. Some of the risks include, but are not limited to, drowning, falling, sports injury, slips, trips, falls, cuts, insect bites, snake bites, adverse weather conditions, the acts or omissions of Guests or visitors on the Premises during Your stay, and the condition of the Premises. You understand that the description of the risks in this Release of Liability is not complete and that other risks or events that are known or unknown, anticipated or unanticipated may result in serious bodily injury and or/death.

APPLICABLE LAW. Any legal or equitable claim that may arise from Your Stay or this Agreement shall be resolved under California law with venue in Shasta County Superior Court.

UNENFORCEABLE TERMS. If any portion of this Agreement is held to be illegal or otherwise unenforceable, the balance of the Agreement shall continue in full force and effect.

NO DURESS. You agree and acknowledge that you came under no pressure or duress to sign this Agreement and that You have been given a reasonable opportunity to review it, both personally and with legal counsel of your choosing, before signing.

NEUTRAL INTERPRETATION. In the event any uncertainty or ambiguity is found to exist in the interpretation of the Agreement, the Agreement shall be interpreted in a neutral manner and without reference to any party’s role in preparation of the Agreement.

#### RULES AND REGULATIONS

All Guests and Visitors must strictly observe and abide by all of the Rules and Regulations for the Premises as discussed below.

1. SPECIAL EVENTS: Special events, including but not limited to weddings and parties, are not permitted without prior written approval of Fern Spring.
2. PROHIBITED ITEMS: DJ equipment and PA speakers are prohibited without prior written approval of Fern Spring. Additionally, the following items are not allowed on the Premises: Incendiary Devices; Confetti; Glitter and/or Paint.

3. OWNER ACCESS: You shall allow the owner of the Premises or any designated workers access to the Premises for landscaping and routine maintenance, cleaning, repairs and inspection of buildings, and the hot tub and sauna on the Premises.

4. SMOKING: Smoking is not allowed inside the house on the Premises or within 50 feet of any exterior door of the house.

5. SURVEILLANCE: You hereby acknowledge and accept that there are three exterior facing surveillance cameras on the Premises facing the driveway entrance, the front door and the backyard. These devices will not be recording and will be placed into “standby” mode during Your Stay.

6. PETS: Pets are allowed only with prior written permission of Fern Spring. If Fern Spring allows a pet(s), there will be an increased cleaning fee and a pet deposit. Please note, given the remote location, there is the protentional for the presence of wild animals, snakes and insects that pose a risk of harm to any pets on the Premises.

In addition to our additional pet cleaning fee, Fern Spring will deduct the costs of extra cleaning or repairs necessitated by the presence of Your pets. In addition, You assume all responsibility for any harm that may come to Your pet(s) and agree to hold harmless Fern Spring, the Property owner, their agents and employees against all losses, claims, liabilities, causes of action, damages, costs and expenses related to any harm that may come to your pet(s) while on the Premises.

7. HOT TUB AND SAUNA: The Premises includes a hot tub and sauna room. The hot tub and sauna, while providing recreation and relaxation, can be dangerous. People (as well as pets) can be severely injured or drown if the hot tub is not properly used. Additionally, the sauna can cause serious injury to persons including, but not limited to, dehydration, overheating and lung irritation. Saunas can also cause low blood pressure, dizziness, nausea, cardiac complications, and in some cases, sudden death. People with recent heart or cardiovascular problems, orthostatic hypotension, or valvular disease should avoid using the sauna.

Drinking alcohol while sauna bathing can create serious health risks and is strictly prohibited by all Guests and Visitors on the Premises. Alcohol consumption increases the risk of hypotension and fainting in the sauna, as well as the risk of arrhythmia and sudden and hyperthermia death.

Adult supervision in the hot tub and sauna room is required for anyone under the age of 18. There are no exceptions. No pets are allowed in the hot tub and sauna room under any circumstances. When not in use, the hot tub and sauna room must remain locked at all times during Your Stay.

8. FURNITURE: Do not take furniture from inside the house and use it outside. If You rearrange any of the furniture, You are responsible for returning it to where it was located when You arrived. If You do move furniture, please lift rather than drag heavy items so as not to damage the floors.

In consideration of being permitted to rent and stay at the Premises, You agree on Your own behalf, Your family, any and all guests, and invitees that You are fully responsible for any and all risks of injury or death. You hereby release and hold harmless Fern Spring and its members, principals,

agents, officers, employees, and representatives (collectively “Releasees”) as well as the owner of the Premises.

**I ACKNOWLEDGE THAT I HAVE READ THIS ENTIRE DOCUMENT AND THAT I UNDERSTAND ITS TERMS AND AGREE TO BE BOUND BY THEM. I UNDERSTAND THAT THIS DOCUMENT APPLIES TO AND SHALL BE EFFECTIVE AND BINDING UPON ME, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVE, ESTATE, AND ALL MEMBERS OF MY FAMILY, MINORS, INVITEES, AND OTHERS IN MY CARE, CUSTODY OR CONTROL, AND AGREE TO ADVISE ALL SUCH INDIVIDUALS OF THIS DOCUMENT AND CAREFULLY SUPERVISE THEIR USE OF PROPERTY.**

Name of adult Guests	Signature of adult Guests	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Names and ages of Child(ren) under 18 years of age:

_____	_____
_____	_____
_____	_____