

BAILEY BUNKHOUSE, LLC
RELEASE AND INDEMNITY AGREEMENT

(I know, I know, but what can I say, one of the Baileys is a lawyer and she says I must have this)

The Bailey Bunkhouse is located in a remote, rustic setting. As such, it poses certain inherent dangers which include but are probably not limited to the following:

Creatures - Snakes, yes, I have seen them. Spiders, fire ants, etc., seen those too.

Water - The pond is deep and stagnant. I don't recommend swimming but if you do, do so at your own risk and keep an eye on your kiddos, there is no lifeguard.

Animals - The Bailey Bunkhouse owners do not own any animals but neighboring friends/family do. They will bite and kick - do you really have to tell people this?

Plants - Beware of poison ivy, oak, etc. (If you watch Grey's Anatomy, you know why). I don't know if there are poisonous berries or plants but don't eat any unless YOU are willing to find out.

The Bunkhouse - The slats in the loft railing may be far enough apart for a child to fall through or get their head stuck in and the stairs do not have a child gate (bring one if you need it). The house is not handicap accessible.

Emergencies - The nearest hospital is at least twenty minutes away and the bunkhouse does not have a phone. In case of emergencies, you may be able to use the phone located at the houses to the left or right of the entrance but you should bring a cell phone.

Bottom line - The Bailey Bunkhouse and its owners do not live on the premises, cannot foresee every possible danger and cannot be held responsible for the inherent risks and dangers or the actions of you and your guests while at the bunkhouse. As such, we require all guests to agree to the following as a condition of and in consideration for their opportunity to reserve and stay at The Bailey Bunkhouse:

A. **I ASSUME ALL RISK TO MYSELF AND MY FAMILY AND GUESTS IN CONNECTION WITH OUR USE AND OCCUPANCY OF THE BAILEY BUNKHOUSE AND ITS SURROUNDING PREMISES AND AFFIRMATIVELY WAIVE AND RELEASE THE BAILEY BUNKHOUSE AND ITS OWNERS, OPERATORS, EMPLOYEES AND ALL PERSONS NATURAL AND CORPORATE, IN PRIVITY WITH ANY OF THEM (COLLECTIVELY, THE "BAILEY BUNKHOUSE PARTIES") OF AND FROM ANY AND ALL CLAIMS OR DAMAGES FOR BODILY INJURY, DEATH, OR PROPERTY DAMAGE THAT MAY BE SUSTAINED DURING OUR STAY.**

A. **I AGREE TO HOLD HARMLESS, INDEMNIFY AND DEFEND THE BAILEY BUNKHOUSE PARTIES, OF AND FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTIONS, SETTLEMENTS, OR JUDGMENTS OF EVERY KIND AND NATURE, FOR DAMAGES ACTUAL AND CONSEQUENTIAL, PAST, PRESENT AND FUTURE, INCLUDING BUT NOT LIMITED TO ANY CLAIMS OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE THAT MAY BE SUSTAINED DURING OUR STAY. THIS INDEMNITY OBLIGATION APPLIES EVEN IF THE BAILEY BUNKHOUSE PARTIES ARE FOUND TO BE NEGLIGENT.**

I HAVE READ, UNDERSTAND AND AGREE TO THE TERMS SET FORTH ABOVE.

SIGNATURE _____ **PRINTED NAME** _____ **DATE** _____