

## RELEASE OF LIABILITY /WAIVER OF CLAIMS / ASSUMPTION OF RISKS

We take our guests safety and wellbeing very seriously and have rules in place to ensure that no one gets hurt while you enjoy your stay at Chalk Creek Canyon llc/Aspen Grove Cabin (Owner).

Please read the waiver and sign at the end to accept it. A copy can be emailed to the email you enter below.

**Failure to follow these rules will result in additional charges or asking you to leave the property without refund or both.** Please see the house rules on the rental platform website or your signed contract for specific conditions.

### Hot Tub Rules

- Please shower before using the hot tub to remove all lotions, perfumes and oils
- Soaking attire (trunks, swimsuits) should be soap and perfume free, rinse on washing machine rinse cycle with baking soda provided in laundry area
- No soap or oils are allowed
- No more than 6 people at a time
- Use the stairs to enter and exit the hot tub
- Do not use the hot tub alone
- Do not use the hot tub if the water temperature is more than 104°F
- Absolutely NO glass of any kind allowed in or around the hot tub
- Anyone under 18 must be supervised by an adult. Children under 12 are not allowed
- Elderly or pregnant women should not use the hot tub
- People with heart disease, high or low blood pressure, diabetes or other illness should not use the hot tub
- People using alcohol or other drugs should not use the hot tub without consulting a physician
- Please do not pee in the hot tub
- Limit your time to 15 minutes and cool off before re-entry
- Do not use the hot tub cover as a table or a seat
- Please turn off the jets and put the hot tub cover back on after use
- Please contact property manager immediately with any issues or damage

### Hot Tub Waiver

I, (name submitted in form below) ("Guest"), a visitor to and short-term vacation renter, rented from Chalk Creek Canyon llc/Aspen Grove Cabin ("Owner"), acknowledge that I am informed and aware that:

There is a hot tub / spa on the property, it poses a risk to any and all guests on the property. These risks may result from a variety of circumstances including, but not limited to, the use or misuse of the equipment or facilities, from the activity itself, from the acts of myself or others, or from the unavailability of emergency medical care.

Hot Tub: Guest understands that a hot tub is available on the property for their private use. Guest assumes any and all liability from use of said hot tub. Guest will keep the hot tub closed and cover locked when not in use, and will supervise any children over the age of 12 and under the age of 18 when using the hot tub. By using the hot tub, Guest agrees to assume all liability from said use and hereby indemnifies Owner.

Guest specifically accepts ALL liability for use of the hot tub on the property and understands that Owner, shall have no liability from any accidents, injuries, or death that may result from the proper or improper use of said hot tub. Guest accepts said liability by voluntary use of said hot tub.

The hot tub water is checked immediately after guests leave – in the event damage, evidence of food, beverages, soap, makeup, glass, dirt, etc... **there will be a charge of \$300 to clean**, refill, heat and sanitize the hot tub and water. There is a \$150.00 fee for the hot tub maintenance each stay.

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I am also aware that Guest’s stay at the Property involves risks that may result in serious bodily injury and/or death. Some of the risks include, but are not limited to, drowning, slips, trips, falls, cuts, adverse weather conditions, the acts or omissions of guests or visitors on the Property during my stay, and the condition of the Property. I understand that the description of the risks in this Release of Liability, Waiver of Claims and Assumption of Risk (the “Document”) 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.

In consideration of being permitted to rent and stay at the Property, I agree on my own behalf and on behalf of my family and guests and on behalf of my children and all minors in my care, custody or control (hereafter also included in “I” or “my”) to assume full responsibility for the risks identified herein and those risks not specifically identified. I hereby release from liability and waive any and all claims that I have or may have in the future against the Owner and its members, principals, agents, officers, employees, and representatives (collectively “Releasees”) as well as the landlord/owner of the Property.

Guests on reservation, full legal name and age: Use “T” icon to insert box for typing


I agree to fully and forever release and discharge, and not to sue Releasees for any injuries or damages, including property damage that may result from, arise out of or be related in any way to my rental and stay at the Property. If any portion of this Document shall be declared unenforceable for any reason, the unenforceable portion shall be considered severed from the Document and the remainder of the Document shall not be affected and shall be valid and enforceable to the fullest extent permitted by law.

By signing this waiver, I assume all risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with activities and events during or related to the stay in the subject property.

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 THE EFFECT OF THIS DOCUMENT IS THAT I AM RELEASING LIABILITY AND WAIVING MY RIGHT TO SUE RELEASEES AND I AM ASSUMING RISK FOR MATTERS RESULTING FROM, ARISING OUT OF OR RELATING IN ANY WAY TO MY RENTAL AND STAY AT THE PROPERTY, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, DEATH AND PROPERTY DAMAGE. I ACKNOWLEDGE THAT THIS DOCUMENT APPLIES EVEN IF RELEASEES MAY BE NEGLIGENT IN WHOLE OR PART. 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, AND OTHERS IN MY CARE, CUSTODY OR CONTROL.

- I Agree to the terms and conditions under Hot Tub Rules and Hot Tub Waiver

First Name

Last Name \*

Email \*

Signature:   
Date  
Signed: