

RELEASE, WAIVER OF LIABILITY AND STATEMENT OF RESPONSIBILITY FOR GRIZZLY TURTLE LODGE (4294 McBride Road, Protom, MO 65733)

I, the undersigned, acting as agent for all persons using or occupying the house and property known as Grizzly Turtle Lodge (the "property") for the period of _____(date) to _____(date) (collectively "members of my party"), in consideration for the right to such use, and other good and valuable consideration exchanged, agree as follows:

I understand that the property is located on bluffs over-looking Bull Shoals Lake but that the bluffs are not part of the property, that the face of the bluffs is steep and not fenced, that there are boulders in the lake at the foot of the bluffs, and that the lake is accessible by road from various places in the vicinity. I further understand that much of the property is in a natural state, and that snakes, ticks, tarantulas, mosquitoes, and other wildlife can be found on the property. I further understand that risk of illness, serious bodily injury or death can result from climbing on the bluffs, swimming in the lake or being outside in the country.

I understand that the property is maintained for the use of the owners of Grizzly Turtle Lodge but that others have use of it from time to time and the owners may not be aware of the current condition of the property. I agree to promptly notify Peggy or Kevin Bowe (314- 494-7249), or their agent, Patti Johns, (417-785-1428) if I discover or suspect any unsafe or dangerous condition on the property, or any condition that with the passage of time may become unsafe or dangerous, or any condition that may cause damage to the property. I represent that I have rented the property for my personal use and the use of members of my party while accompanying me.

With full understanding of the risks associated with the use of the property, on behalf of myself and all other renters of the property, my/our guests and invitees, I hereby release and forever discharge Peggy and Kevin Bowe ("owners"), and their agents and employees (or others for whose actions the owners may be held responsible), from and against any claims, liability or suits, whether based in law or equity, or in tort or contract, for any illness, bodily injury, personal injury, death or property damage sustained by any member of my party or any family member of such person as a result of the use or occupancy of the property.

I further represent and warrant that I am authorized to execute this waiver on behalf of all members of my party and to bind such persons to this release and waiver by my signature hereon, and that I shall defend and hold harmless Peggy and Kevin Bowe from any claim, action or suit brought by or on behalf of any such person which is intended to be released herein.

In addition, I agree to be responsible for any loss of, damage to or destruction of the property (including the personal property of owners and members of my party) during the period the property is used by me or members of my party, whether the loss or damage is caused by negligence, criminal acts or other actionable fault. I understand that I am not responsible for loss of or damage to property of the owners caused by acts of God, their sole negligence or fault, or a condition on the property which existed prior to my use provided I notified the owners of potentially dangerous, unsafe or damaging conditions of which I become aware.

In witness whereof, the undersigned executed this agreement, intending to be legally bound, as of , _____ (date) .

Signature _____ Signature _____

Print Name _____ Print Name _____