

***Firefly Acres***  
***304 Tandy lane***  
***Sparta TN***

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration for being permitted to enter Firefly Acres property 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 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, any time he/she feels anything to be unsafe, he/she and all guests will immediately leave the area and advise appropriate persons.

This property is privately owned. Owners reserve the right to refuse service to anyone, and to enter and inspect the cabin at any time. We will not be responsible for accidents or injury to guests or for loss of money, jewelry or valuables of any kind including theft or vandalism of autos or boats. There are no refunds for early departure for any reason. Guests/visitors are financially responsible for any damages that they cause to the cabin or exterior areas. There is a NO SMOKING policy inside the cabins, owners will be charged \$150.00 for smoking inside a cabin-without exception! Ashtrays are available on the outside decks of cabins. Guests/visitors must read these rules and comply.

THE UNDERSIGNED hereby accepts full responsibility for each child who arrives on the property. All children under the age of 18 must be supervised at all times.

Use of a hot tub (spa), barbeque, and/or fireplace/fire pit carries risk that may result in serious injury or death, and unsupervised use by children is prohibited. We sanitize, and replenish chemicals in the spa/hot tub prior to your arrival. Before anyone uses the spa/hot tub, the undersigned agrees to test safety of water by checking temperature and chemistry, test kit is provided under bathroom sink. If bromine or pH level is not within an acceptable range, directions and chemicals are also under bathroom sink. Spa/ hot tub must be shocked frequently to prevent bacterial growth and possibility of contracting communicable skin disorders, and bathers should shower immediately after use. It is the guest's responsibility to check chemical levels with kit provided by owner. Children under the age of 18 must be accompanied by an adult at all times. Use of spa/hot tub carries risk that may result in serious injury or death. Elderly persons, expecting mothers, menstruating females, infants, and anyone subject to heart disease, diabetes, low or high blood pressure, strokes, epilepsy or similar afflictions should not enter a spa/hot tub alone and without consulting their physician. Never use a spa/hot tub 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 the use of spa/hot tub. Spa/hot tub should be kept at a temperature of 103 degrees for personal safety. Please shower before and after using

the spa/hot tub as some body lotions/etc. mixed with the spa/hot tub chemicals can cause a rash on your skin.

The spa/hot tub cover is for insulation purposes and is not designed to support a person or persons! **DO NOT STAND OR SIT ON THE SPA/HOT TUB COVER OR ON THE EDGES OF THE SPA/HOT TUB.** Either can crack or break and you will be charged for replacement! Remember when not using the spa/hot tub, leave the cover on so it will stay warm and debris will stay out.

Pets are permitted in rental cabins only with prior approval. \$10 per pet fee applies. Pets are not allowed on the furniture at any time. Any evidence of pets on the furniture may incur extra cleaning fees. All pets must be up to date on rabies and all other vaccinations. All pets are to be treated with Advantage or similar topical flea and tick repellent prior to arrival. **OWNERS WILL BE CHARGED FOR ANY PET DAMAGE TO CABINS.** Owners must also have dogs under control at all times. Owners with dogs showing aggressive behavior will be asked to leave the premises. All items above are the sole responsibility of the pet owner. The cabins owners assume no responsibility for injury humans or pets may incur while on the premises.

WILDLIFE is present on Firefly Acres premises, please take precautions while visiting our farm.

THE UNDERSIGNED hereby certifies that he/she and guests (they) have adequate insurance to cover any injury, illness, 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 that he/she/they have no medical conditions which would interfere with use of spa/hot tub, 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.

**THE UNDERSIGNED HAS READ, UNDERSTANDS THE RISKS, AND VOLUNTARILY SIGNS THIS 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: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ RENTAL

DATES: \_\_\_\_\_