

RENTAL CONDITIONS

- The maximum number of persons (including adults and children) using the rental premises shall not exceed the total number on this rental contract.
- **NO PETS** of any kind are allowed.
- Absolutely **NO SMOKING OR VAPING** in the cottages.
- In the event of unreasonable noise, rowdiness or inappropriate behaviour the rental customer may be requested to vacate the premises and pay the remaining balance of the rental.
- Rental customer assumes responsibility for damage to the rental premises (cottage listed above), rental equipment and to resort property including missing items/equipment in the premises and agrees that the premises may be inspected at checkout to verify inventory.
- **NO FIREWORKS** to be used by guests on property or on boats.
- I will abide by the rules, regulations and restrictions set forth by Clearview; including those implemented to reduce the spread of **COVID 19**

WAIVER OF LIABILITY AND CONSENT TO ASSUME RISK

1. I acknowledge that the services supported by Clearview Cottage Resort, is filled with inherent risks which are beyond the control of Clearview Cottage Resort, **including exposure to illness including contraction of Covid-19**. By staying at Clearview Cottage Resort and participating in any activities and by using the cottage, property, and equipment provided by Clearview Cottage Resort, I accept these risks.

2. In consideration of Clearview Cottage Resort, permitting my rental of a cottage and providing use of the property facilities, equipment and participation in any activities, **I for myself, my heirs, executors, administrators, and anyone staying in my cottage release Clearview Cottage Resort**, its respective partners, officers directors, volunteers, shareholders, servants, agents, and/or employees from any claims, demands, damages, actions, or causes of actions arising out of, or in consequence of any loss, injury, illness or damage to my person or property incurred during the time of my involvement with Clearview Cottage Resort, including but not limited to any such loss or damage which may have arisen by reason of negligence of Clearview Cottage Resort its partners, servants, agents, or employees. Without limiting the generality of the forgoing, I further release any recourse which I may now or hereafter have in resulting from any decision, are in action of Clearview Cottage Resort.

I confirm that I have read and understand paragraph

3. I further acknowledge that if any of Clearview Cottage Resort employees, volunteers, or partners judges me unfit to participate in the programs of Clearview Cottage Resort due to intoxication, illness or any other reason, my rental will be cancelled with no refund.

4. I acknowledge that I have read and understood the above, am competent to sign this **WAIVER OF LIABILITY AND CONSENT TO ASSUME RISK** and fully understand the nature and consequences of granting my consent and waiving any and all claims for liability of damages against that above-mentioned parties.

5. I confirm and acknowledge that I have accurately presented information to Clearview Cottage Resort regarding my, health, ability, those staying with me and my understanding of the new protocol and procedures as well as the rental agreement. I confirm and acknowledge that Clearview Cottage Resort is relying upon the accuracy of this information and has no way of; nor are they expected to; nor will they be able to test or confirm the accuracy of said information. I fully indemnify and save harmless from any liability whatsoever both on my own behalf and that of my heirs, estate trustees successors and assigns, Clearview Cottage Resort, its partners, officers, directors, shareholders, servants, agents, volunteers, and/

or employees from any liability which may arise as a result of the information I have provided whether or not such information is accurate, misleading or inaccurate.

6. For the value received, I hereby consent that the photographs taken of me by Clearview Cottage Resort may be used in whole or in part by Clearview Cottage Resort for the purpose of advertising or publication in any matter.

7. I acknowledge I have reviewed this document and the Rental Agreement in advance of my decision to rent, use, and participate in any or all activities, accommodation and property available for use by Clearview Cottage Resort, and I have obtained clarification regarding the meaning and interpretation of this Agreement to my complete satisfaction.

8. This release shall be binding upon the heirs, estate trustees, successors, guests and assigns of the person to whom has given consent and submitted the online form.

Submission of the online form, with the check box agree to consent marked makes this waiver binding as of the date submitted to Clearview Cottage Resort in the year of 2023.