

“HOME STAY LOCAL”

3808 S. Loretta Dr., Millcreek, UT 84106 (Entire Home 4 bedrooms/4 queen beds)
3806 S. Loretta Dr., Millcreek, UT 84106 (Uper Unit/Home 2 bedrooms/2 queen beds)
3806 S. Loretta Dr., Millcreek, UT 84106 (Lower Unit/Home 2 bedrooms/2 queen beds)

2001 W. Hyannis Ave., SLC, UT 84119 (Entire Home 2 bedrooms/2queen beds)
2003 W. Hyannis Ave., SLC, UT 84119 (Entire Home 2 bedrooms/2queen beds)

3684 S. Oxford Way; SLC, UT 84119 (Entire Home 4 bedrooms/4queen beds)

3440 W. 4040 S., SLC, UT 84119 (Entire Home 4 bedrooms/4queen beds)

RELEASE & WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

1. IN CONSIDERATION for being permitted to enter premises and property for vacation rental or any other purpose at **Home Stay Local** which is located at any of those addresses listed above. I, 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 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, at any time, he/she feels anything to be unsafe, he/she and all guests will immediately leave the area and advise appropriate persons.

2. IN CONSIDERATION for being permitted to enter premises and property for vacation rental or any other purpose at **Home Stay Local**, THE UNDERSIGNED hereby enter into this agreement (hereafter referred to as the “Waiver”) and RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE **Home Stay Local, Tuffdes LLC**, its member(s), managers, operators, officials, officers, directors, employees, owner(s) and lessees of the premises, including Mike Duong (all for the purposes herein referred to as “releasees”), from any and all liability to the undersigned, guests, representatives, assigns, heirs and next of kin for any and all loss or damage, and any claim or demand thereof on account of INJURY to the person(s) or property or resulting in DEATH of the undersigned or guests, whether caused by negligence of the releasees or otherwise while in or upon the area.

3. THE UNDERSIGNED hereby AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees from any loss, liability, damage, or cost they may occur due to their presence in or upon the area and whether caused by the negligence of the releasees or otherwise.

4. THE UNDERSIGNED acknowledges that there are certain risks involved while vacationing and while staying in a vacation home. THE UNDERSIGNED hereby ASSUMES FULL RESPONSIBILITY FOR ANY AND ALL RISKS, KNOWN OR UNKNOWN, INCLUDING, BUT NOT LIMITED TO, RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of the releasees or otherwise while in or upon area.

5. 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 their vacationing. 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.

6. THE UNDERSIGNED HAS READ, UNDERSTANDS THE RISKS, AND VOLUNTARILY SIGNS THE 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.

7. Code of conduct rules must be followed by all guests:

Inappropriate conduct /behavior includes and not limited to violence, verbal or physical abuse, violating all part of this said agreement, act or acts that threaten the safety to others, loud music, repetitive noise that disturbs others, annoying to others or unauthorized services, programs or gatherings. Guests will be asked to leave and receive no refunds, full or partial.

8. GENERAL PROVISIONS.

a. **Entire Waiver/Modification.** This Waiver constitutes the entire Waiver and understanding of the parties regarding the subject matter hereof and supercedes any prior Waiver between the parties. This Waiver may be modified and amended only if signed and dated in writing by both parties.

b. **Severability.** If any provision (or portion of thereof) of this Waiver is declared by an arbitrator, mediator, or court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and, as far as possible, the arbitrator, mediator, or court shall limit the scope or application of the affected clause to the least extent possible in order that it may be valid and enforceable.

c. **Governing Law.** I hereby further agree that this Legal Waiver shall be construed in accordance with the laws of the state of Utah and that any mediation, suit, or other proceeding must be filed only in that jurisdiction.

d. **Remedies.** Both parties agree that any controversy or claim arising out of or relating this Waiver, including claims arising out of or related to this Waiver, shall be first settled by arbitration. Both parties agree that any arbitrator may be decided by releasees.

Should arbitration fail, both parties agree to have their legal issue be heard before a mediator decided by releasees. Should mediation fail, both parties agree that they may then have their legal issue resolved by the courts.

e. **Legal Fees.** In the event of any legal or equitable proceeding (arbitration or mediation) arising out of or in connection with the parties' obligation under this Waiver, the prevailing party shall recover its reasonable attorneys' fees and costs, including reasonable costs for experts. The prevailing party shall be the party who obtained substantially the same remedy requested, whether by judgment, appeal, settlement, or award.

9. IN SIGNING THIS LIABILITY WAIVER, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing LIABILITY WAIVER, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written Waiver, have been made; I am at least eighteen (18) years of age and fully competent; I have the right to seek independent legal counsel, and I execute this Waiver for full, adequate and complete consideration fully intending to be bound by same.

UNDERSIGNED

DATE