

# GLAMPING RENTAL AGREEMENT

## Parties to the Agreement:

This Glamping Rental Agreement (the "Agreement") is made and entered into at the time of booking.

## Terms and Conditions:

1. *Property Description:* The Owner agrees to rent to the Guest, and the Guest agrees to rent from the Owner, the glamping accommodation located at 30199 E. Park Hwy Ashland, NE 68003.
2. *Rental Period:* The rental period shall commence on the agreed-upon check-in date at 3:00 PM and shall terminate on the agreed-upon check-out date at 10:30 AM, unless otherwise agreed upon by both parties.
3. *Rental Fee:* The Guest agrees to pay the total rental fee for the entire rental period. Payment shall be made in advance in the following manner: debit/credit card.
4. *Cancellation Policy:* The Guest acknowledges and agrees to the cancellation policy as follows: If the guest cancels their reservation at least 30 days before their scheduled check-in date, they will receive a full refund of the amount they've paid. For cancellations made between 14 and 30 days before check-in, a 50% refund will be issued. Unfortunately, cancellations within 14 days of check-in do not qualify for a refund. Additionally, failure to show up for their reservation without prior notice will result in the forfeiture of 100% of the booking amount. We understand that unforeseen circumstances may arise, and we highly recommend considering travel insurance to provide additional coverage in case of unexpected changes to your plans.
5. *Use of Property:* The Guest agrees to use the glamping accommodation solely for residential purposes and in a careful manner to prevent any damage or loss to the property. The Guest shall not sublet the property or allow any unauthorized guests to stay overnight.
6. *Property Condition:* The Guest acknowledges that the glamping accommodation is provided in its present condition and agrees to return it in the same condition, with normal wear and tear excepted.
7. *Dishwashing Responsibility:* The Guest acknowledges and agrees that as part of their responsibility before checking out, they must wash all dishes, utensils, and cooking equipment used during their stay. All cleaned items must be thoroughly dried and put away in their respective places. Failure to comply with this requirement may result in additional cleaning fees charged at check-out.
8. *Liability:* The Owner shall not be liable for any injuries, accidents, or damages that occur during the Guest's stay on the property.
9. *Pets:* Pets are not allowed on the premises by either guests or visitors.
10. *Governing Law:* This Agreement shall be governed by and construed in accordance with the laws of Nebraska Jurisdiction.

# ASSUMPTION OF RISK, WAIVER, AND RELEASE FROM LIABILITY

THIS ASSUMPTION OF RISK, WAIVER, AND RELEASE FROM LIABILITY (this "Release") is made as of the date written below by the individual(s) signing this form, and all persons entering under my supervision (each a "Participant," "I," or "my"), and provided to Ashland Glamping, LLC, a Nebraska limited liability company ("Ashland Glamping"), located at 20199 E. Park Highway, Ashland, Nebraska 68003.

IN CONSIDERATION for permitting Participant to reserve, and providing access to and use of, the Ashland Glamping site, cabins, and facilities (the "Site"), the undersigned agrees that:

1. Risk Factors: I, and/or my minor child, fully understand that use of the Site and participation in activities involving use of the Site, including, but not limited to, camping, walking, hiking, unsupervised swimming without a lifeguard, kayaking, paddle boating, tree climbing, controlled fire pit usage, and the like, directly or indirectly associated with camping in nature ("Activities"), entails known and unanticipated risks that could result in physical injury, emotional injury, and property loss. THE RISKS INCLUDE, BUT ARE NOT LIMITED TO, CONCUSSIONS, BRUISES, BURNS, BROKEN BONES, SPRAINED, STRAINED, OR TORN LIGAMENTS, DISLOCATED JOINTS, SERIOUS BODILY INJURY, PERMANENT DISABILITY, DEHYDRATION, PARALYSIS, DEATH, DROWNING, AND OTHER BODILY INJURY OR PROPERTY DAMAGE TO MYSELF, AND/OR MY MINOR CHILD, AND MY, AND/OR MY MINOR CHILD'S, PROPERTY, ANOTHER PARTICIPANT AND THEIR PROPERTY, AND/OR THIRD PARTIES AND THEIR PROPERTY WHICH MAY BE CAUSED BY MY OWN ACTIONS, OR INACTIONS, THOSE OF OTHERS USING THE SITE, TEMPERATURE, WEATHER, INCLUDING WITHOUT LIMITATION, HIGH WINDS, RAIN, LIGHTENING STRIKES, CONDITION OF OTHER PARTICIPANTS, CONDITION OF SITE, INCLUDING WITHOUT LIMITATION, UNEVEN OR SUNKEN GROUND; STEEP DROP-OFFS AND CLIFFS; ERODING CLIFFS AND CREEK BEDS; CREEKS; UNSTABLE CREEK BANKS OR CLIFF BANKS; FALLEN TREES OR TREE LIMBS; SUNKEN OR SUBMERGED TREES OR ROCKS NOT READILY APPARENT FROM THE WATER'S SURFACE; FALLING TREES, TREE LIMBS OR ROCKS; WHICH ARE INHERENT IN THE NATURAL MAKEUP OR TOPOGRAPHY OF THE SITE AND CANNOT BE ELIMINATED WITH REASONABLE CARE, THE NEGLIGENCE OR CARELESSNESS OF THE RELEASEES (AS DEFINED BELOW), DANGEROUS OR DEFECTIVE EQUIPMENT, OR PROPERTY OWNED, MAINTAINED, OR CONTROLLED BY RELEASEES, INCLUDING WITHOUT LIMITATION CABINS, KAYAKS, PADDLE BOATS, AND FIRE PITS. By using the hot tub provided at the property, guests acknowledge and accept all risks associated with its use, including but not limited to injury, illness, or death. Additionally, guests agree to use the hot tub responsibly, know and follow all safety guidelines. The property owners and management are not liable for accidents, injuries, or health issues that may result from the use or misuse of the hot tub. Children under 18 must be supervised by an adult at all times. Use of the hot tub is strictly at the

guest's own risk. I, and/or my minor child, also fully understand that there may be other risks either not known to me, and/or my minor child, or not readily foreseeable at this time, or cannot be entirely eliminated with reasonable care.

2. Assumption of Risk: I, and/or my minor child, am voluntarily using the Site and participating in Activities. I acknowledge that Releasees are NOT responsible for the errors, omissions, acts or failures to act of any person or entity conducting Activities involving use of the Site. I acknowledge that if I, and/or my minor child, believe the condition(s) of the Site are unsafe, I, and/or my minor child, will immediately discontinue using the Site. I, and/or my minor child, fully understand, acknowledge, and appreciate the risk factors described in Section 1 above and fully understand, acknowledge, and appreciate that these risks may persist even with all reasonable efforts by Releasees. I, AND/OR MY MINOR CHILD, ASSUME FULL RESPONSIBILITY FOR ANY AND ALL RISKS THAT MAY ARISE OUT OF, RELATE TO, OR RESULT FROM MY, AND/OR MY MINOR CHILD'S, USE OF THE SITE OR PARTICIPATION IN ACTIVITIES INVOLVING THE USE OF THE SITE, INCLUDING, WITHOUT LIMITATION, PHYSICAL INJURY, EMOTIONAL INJURY, SICKNESS, DEATH, PROPERTY DAMAGE, FALLS, COLLISIONS, THE UNAVAILABILITY OF EMERGENCY MEDICAL CARE, AND/OR THE NEGLIGENCE AND/OR DELIBERATE ACT OF ANOTHER PARTICIPANT, REGARDLESS OF ANY NEGLIGENCE ON THE PART OF RELEASEES.

3. Physical Condition: I, and/or my minor child, represent that I, and/or my minor child, understand the nature of the Site, Activities involving the use of the Site, and that I, and/or my minor child, am qualified, in good health, and in proper physical condition to use the Site and to participate in Activities involving the use of the Site. I further represent that I, and/or my minor child, have sufficiently prepared or trained for participation in Activities and use of the Site, that I, and/or my minor child, have not been advised to not participate in Activities or use the Site by a qualified medical professional, and that I, and/or my minor child, assume the risk of any medical or physical condition that we may have.

4. Alcohol and Drugs. I acknowledge, understand and accept that if I, and/or my minor child, consume or are under the influence of alcohol or drugs, prescribed or otherwise, while on the premises of the Site and/or engaging in Activities, I ASSUME AND ACCEPT (ON MY OWN BEHALF AND/OR ON BEHALF OF MY MINOR CHILD) ALL RISKS, DANGERS, AND HAZARDS THAT MAY RESULT FROM CONSUMING OR BEING UNDER THE INFLUENCE OF ALCOHOL OR DRUGS INCLUDING THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS, even in the event of negligence on the part of Releasees, other Participants, or third parties.

5. Release. In consideration of the above mentioned risks and in consideration of the fact that I, and/or my minor child, am willingly and voluntarily using the Site and participating in Activities involving use of the Site, I (ON MY OWN BEHALF AND/OR ON BEHALF OF MY MINOR CHILD) DO HEREBY FOREVER WAIVE, RELEASE, DISCHARGE, AND COVENANT NOT TO SUE ASHLAND GLAMPING, TOGETHER WITH ITS ADMINISTRATORS, DIRECTORS, AGENTS,

OFFICERS, VOLUNTEERS, AND EMPLOYEES, OTHER PARTICIPANTS USING THE SITE, ANY SPONSORS, ANY ADVERTISERS, AND THE OWNERS OF PREMISES ON WHICH SITE IS LOCATED (EACH A "RELEASEE") FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR CARELESSNESS OF THE RELEASEES OR OTHERWISE, INCLUDING BUT NOT LIMITED TO NEGLIGENT RESCUE OPERATIONS.

6. Indemnification. I FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I OR ANYONE ON MY AND/OR MY MINOR CHILD'S BEHALF, MAKES A CLAIM AGAINST ANY OF THE RELEASEES, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LOSS, LIABILITY, DAMAGE, OR COST WHICH ANY RELEASEES MAY INCUR AS THE RESULT OF SUCH CLAIM.

7. Representatives. It is my express intent that this Release shall bind myself, and/or my minor child, and the members of my family, including, but not limited to, my spouse, my children, my legal wards, and my parents, as well as my, and/or my minor child's, heirs, assigns, estate, legal representatives, and insurers. Further, I acknowledge, understand and accept that Releasees would not be granting me access to the Site or allow my participation in Activities using the Site if this Release were not included and intended to be enforceable.

8. Consent for Emergency Treatment. I consent (on my own behalf and/or on behalf of my minor child) to medical treatment for emergencies that occur during or are related to my use of the Site where I, and/or my minor child, am unable to consent to such treatment. I understand the provisions of this Release apply to any treatment that might be provided to me and/my minor child under this Section 8.

9. Insurance. I understand that I, and/or my minor child, am solely responsible for any medical, health or personal injury costs relating to my and/or my minor child's use of the Site and participation in Activities. I UNDERSTAND AND AGREE THAT RELEASEES WILL NOT PAY FOR ANY COST OR EXPENSES INCURRED BY ME IF I AM INJURED.

10. Photography Release. I grant Releasees permission to take, use, reproduce and publish photos and/or videos of myself (on my own behalf and/or on behalf of my minor child) for all business and promotional purposes, through any medium, including social media, television, radio, and printed materials such as newspapers and brochures. I release the Releasees, and its agents, legal representatives and assigns from any and all claims, actions and liabilities related to the use of said images and videos.

11. Guests. I have discussed this Release with all persons in my party who are or may be visiting me at the Site ("Guests"). I acknowledge and agree that I have informed each of these Guests of this Release and each Guest has authorized me to sign this Release on their behalf. I understand that I am responsible for the acts and omissions of all of my Guests at all times while at the Site. I

understand if I do not list any Guests upon placing my reservation that no Guests will be allowed with me unless and until each Guest has signed a release at the Site, and notwithstanding any of the foregoing in this Section 11, I AGREE THAT I AND WILL INDEMNIFY, SAVE AND HOLD RELEASEES HARMLESS FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS ARISING FROM, RELATED TO, OR IN CONNECTION WITH ANY AND ALL PERSONAL INJURY (INCLUDING DEATH), AND/OR PROPERTY DAMAGE TO ANY OF MY GUESTS.

12. Jurisdiction/Severability. This Release shall be governed in all respects by the laws of the State of Nebraska. In the event that any clause or provision of this agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions which shall continue to be enforceable.

13. Waiver of Right to Jury Trial. IF THERE ARE ANY DISPUTES REGARDING THIS RELEASE, I (ON BEHALF OF MYSELF AND/OR MY MINOR CHILD) HEREBY WAIVE ANY RIGHT I, AND/OR MY MINOR CHILD, MAY HAVE TO A TRIAL BY JURY.

14. Entire Agreement. This Release constitutes the entire agreement between myself, and/or my minor child, and Releasees, and it supersedes all other oral and written statements, and it shall not be changed in any way without express, written consent signed by both parties.

## **Guest Agreement Acknowledgment**

**By completing a reservation and booking a stay at Ashland Glamping, the Guest acknowledges and agrees that they have carefully read, reviewed, and understood the Ashland Glamping Rental Agreement, including all terms, conditions, rules, policies, releases, assumptions of risk, and other provisions contained therein. By proceeding with the reservation, the Guest voluntarily agrees to be legally bound by the Rental Agreement and all of its terms and conditions, as though the Guest had personally signed the Agreement.**

**The Guest further acknowledges that they have had the opportunity to ask questions regarding the Rental Agreement and, if desired, seek independent legal advice before making the reservation. The Guest understands that completing the reservation constitutes their electronic acceptance of the Rental Agreement and their agreement to comply with all terms and conditions applicable to their stay.**