

Addendum "A"

**THIS IS A RELEASE OF LIABILITY - READ CAREFULLY
BEFORE SIGNING THIS DOCUMENT - IT IS A BINDING AGREEMENT**

NAME: _____ **DATE OF BIRTH:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

TELEPHONE: () _____

DATE OF CHECK IN: _____ **DATE OF CHECK OUT:** _____

Stonewood Lodge – Joinder, Assumption of Risk, Waiver and Release of Liability

In consideration of the owners (the "Owners") of **Stonewood Lodge, 499 Jimtown Road Somerset, PA 15501** (the "Property"), allowing general admission to and use of the Property pursuant to that certain Stonewood Lodge – Short Term Vacation Home Rental Agreement (the "Agreement"), I agree as follows:

I understand and acknowledge that: (a) certain risks and dangers exist while staying at Stonewood Lodge including the use of bikes, canoes, hot tub, grills, fire pit, lofts, patios, decks, stairs, falling trees, wildlife, snow, ice, house fire or other equipment, accessories or activities of which I may partake on and around the Property; (b) my stay at Stonewood Lodge, my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to, bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of Owners and/or their agents, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes; (d) these risks and dangers may arise from foreseeable or unforeseeable causes; and (e) by my participation in these activities and/or use of equipment, **I HEREBY ASSUME ALL RISKS AND DANGERS AND ALL RESPONSIBILITY FOR ANY LOSSES AND/OR DAMAGES, INJURIES OR DEATHS**, whether caused in whole or in part by the negligence or other conduct of the Owners or their agents. I understand and acknowledge that the Owners do not provide instructions, manuals or any other guidance for the use of such equipment or the engagement of such activities.

I, on behalf of myself, my personal representatives and my heirs, hereby knowingly and voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify the Owners and their agents, from all claims, suits, or causes of action for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my participation in any activities on or around the Property.

I specifically understand that I am waiving and forever releasing and discharging the Owners and their agents, from any and all claims or causes of action that I may have presently or which may arise in the future. This Waiver and Release of Liability is effective for all acts, negligent or otherwise, and conducted by the Owners or their agents.

I have read and understand the above assumption of Risk, Waiver and Release of Liability and by signing this document, I agree it is my intention to exempt and relieve the owners and their agents, from liability for personal injury, property damage or wrongful death caused by negligence or any other cause.

I further expressly agree that the foregoing assumption of Risk, Waiver and Release of Liability is intended to be as broad and inclusive as is permitted by law of the Commonwealth of Pennsylvania and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have read this assumption of Risk, Waiver and Release of Liability and fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

I certify that I am physically and mentally healthy and have no condition that will put me at risk while participating in any activities as herein described.

I agree that all disputes arising under this Waiver or from my use of the facilities at **Stonewood Lodge** shall be litigated exclusively in the Court of Common Pleas of Somerset County, Pennsylvania.

BY EXECUTION OF THIS DOCUMENT, I HERBY ACKNOWLEDGE AND AGREE THAT: (I) I HAVE REVIEWED A COPY OF THE AGREEMENT, (II) I UNDERSTAND THE TERMS AND CONDITIONS OF THE AGREEMENT, AND (III) I AM A "GUEST" AS USED IN THE AGREEMENT AND AGREE TO ALL THE TERMS AND PROVISIONS OF THE AGREEMENT.

X _____
GUEST'S SIGNATURE

DATE SIGNED

If signing on behalf of a minor, please check the box and provide the name of the Parent(s)/Guardian(s) and minor(s) on the lines below.

PLEASE PRINT NAME OF PARENT / GUARADIAN

PLEASE PRINT NAME OF PARENT / GUARADIAN

Minor #1

Date of Birth

Minor #2

Date of Birth

Minor #3

Date of Birth

Minor #4

Date of Bith