

# Best Cottage Rental

## ACKNOWLEDGMENT

I acknowledge receipt of the cottage rental information and rules package and confirm herein that I agree with the rules, terms and conditions outlined therein.

I confirm it is my responsibility to ensure all guest are safe and follow the rules, terms and conditions outlined in the rental information and rules package

I agree to reimburse the cost of any damages caused during my stay at the cottage towards the cottage, equipment and property.

## RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

Best cottage rental or its owner *Suresh Nair* are not responsible for any injury, loss or damage of any kind sustained by any person while travelling to and from or staying at 267 McGuires Beach Road, Kawartha, Ontario, including injury, loss or damage.

### ASSUMPTION OF RISKS

In consideration of my guests and my stay at 267 McGuires Beach Road, I acknowledge that I am aware of the possible risks, dangers and hazards associated with my stay, (including the possible risk of severe or fatal injury to myself or others). These risks include but are not limited to the following:

- a) the risks associated with travel to and from the cottage location or during my visit stay, including transportation provided by commercial, private and/or public motor vehicles;
- b) intoxication and/or alcohol poisoning from the alcohol I consume whether voluntarily or through coercion;
- c) the possibility of bodily injury (broken bones and soft tissue damage) including dental damages from falling down, injuries incurred while getting on or off (in or out of) the mode of transportation being used for the event or while at the cottage, being knocked down or being involved in a physical confrontation with any persons while my stay;
- d) the risks associated with returning to my residence;
- e) the risks associated with boating such as drowning, scratches or any body injury which may happen during my swim or boating experience at the cottage.

Signature of Tenant \_\_\_\_\_

**INDEMNIFICATION AND RELEASE OF LIABILITY**

In the matter of my rental period of 267 McGuires Beach Road, Kawartha, Ontario, I agree:

1. TO ASSUME AND ACCEPT ALL RISKS arising out of, associated with or related to my transportation to/from and /stay at the cottage, even though such risks may have been caused by the negligence of the cottage owner;
2. TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS OR DAMAGE which I might sustain while staying at the cottage, even though such injury, loss or damage may have been caused by the negligence of the cottage owner;
3. TO HOLD HARMLESS AND INDEMNIFY THE COTTAGE OWNER:
  - a) from any and all liability for any damage to the personal property of, or personal injury to, any third party resulting from my transportation or stay at the cottage and all related activities; and
  - b) from any and all claims, demands, actions and costs which might arise out of my stay at the cottage, even though such claims, demands, actions and costs may have been caused by the negligence of cottage owner.

**ACKNOWLEDGEMENT**

I acknowledge that I have read this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, executors, administrators and representatives, in the event of my death or incapacity.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, at \_\_\_\_\_.

\_\_\_\_\_  
Signature of Tenant (must be 18 or over)

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Tenant

\_\_\_\_\_  
Printed Name of Witness