

# Accommodation and Retreat Waiver of Liability

Iowisota, LLC (the “Owner”)

2472 Highway 26, Lansing, Iowa 52151



I, \_\_\_\_\_, am aware of and understand the rules and rental conditions upon which I am renting accommodations, equipment, and/or using the associated property located at 2472 Highway 26, Lansing, Iowa 52151 for lodging and/or camping (collectively, the “**Property**”). The sole responsibility for my safety lies with me. I acknowledge that any injuries that I sustain may result from or be compounded by the actions, omissions, or negligence of the Owner, including negligent emergency response or rescue operations of the Owner. I am aware and understand that outdoor activities, natural element exposure, and wildlife (collectively, the “**Activity**”), can be dangerous and may result in injury and or death. Additionally, I understand that alcohol and/or drugs do not mix safely with any Activity, and that drug use is not permitted on the Property. Notwithstanding the risks set forth herein, I acknowledge that I am voluntarily accessing the Property and participating in the Activity with the knowledge of the danger involved and hereby agree to accept and assume any and all risks of injury, disability, death, and/or property damage arising therefrom, whether caused by the ordinary negligence of the Owner or any Releasee (as defined below), or otherwise.

By signing below, I hereby expressly waive and release any and all claims, now or hereafter known, against the Owner, and its officers, manager(s), employees, agents, affiliates, members, successors, and assigns (collectively, “**Releasees**”), on account of injury, disability, death, or property damage arising out of or attributable to my being on the Property or my participation in the Activity, whether arising out of the ordinary negligence of the Owner or any Releasees or otherwise. I covenant not to make or bring any such claim against the Owner or any other Releasee and forever release and discharge the Owner and all other Releasees from **liability** under such claims.

I will abide by the rules and accept the rental conditions:

- I. The Property I rent will be left/returned in the same condition (except for normal cleaning/wear) in which it was rented and I will be responsible for all damage or loss to the Property that occurs during my rental period.
- II. I agree to hold harmless and to indemnify the Owner and Releasees for all legal claims, damages, expenses, injuries, and/or property damage to the undersigned, his/her property, and to any minors in care of the undersigned.
- III. I enter into this agreement freely and at my own risk, acknowledging the risks inherent in the Activity and assume all responsibility for myself and any minor children in my care.

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE OWNER**

| Name  | Address | Phone | Signature & Date |
|-------|---------|-------|------------------|
| _____ | _____   | _____ | _____            |
| _____ | _____   | _____ | _____            |
| _____ | _____   | _____ | _____            |
| _____ | _____   | _____ | _____            |

Emergency Contact (optional):

| Name  | Relationship | Phone |
|-------|--------------|-------|
| _____ | _____        | _____ |

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(Sign below only if you are representing an under-18 participant)

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release and Waiver of Liability:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name