

**WARBLERS HIDEAWAY ASSOCIATION
RELEASE OF LIABILITY BY TENANT/RENTER**

This Release is made and entered into on this _____ day of _____,
by _____, who resides at _____
_____ (hereinafter "Tenant") and hereby agrees to the following
terms and conditions:

1. That in consideration of Warblers Hideaway Association allowing Tenant to lease/rent real property located within Warblers Hideaway Association and utilize certain amenities within Warblers Hideaway Association, Tenant hereby freely and expressly assumes and accepts the responsibility for any and all risks of injury or death while upon property owned or maintained by Warblers Hideaway Association (the "Premises"). Tenant agrees to **RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND and HOLD HARMLESS Warblers Hideaway Association**, its property owners, directors, officers, agents, employees, boards, commissions, and/or members from any and all losses, damages, costs and attorney fees resulting from any and all claims or suits for personal injury, death and/or property damage that may in any way arise out of Tenant's presence or activities on the Premises, or the presence or activities of Tenant's guests and invitees upon the Premises, regardless of how or by whom or by what, the personal injury, death and/or property damage, was caused.

2. Tenant understands that this agreement shall be binding upon Tenant's heirs, executors, administrators, and assigns and shall be governed by the applicable laws of Michigan. Tenant also understands that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

3. Tenant understands that permission to use the Premises is being given to the undersigned in exchange for the execution of this Release of Liability. Tenant has read the above paragraphs and fully understands them. Tenant freely and voluntarily enters in this agreement.

/s/ _____
Signature of Tenant

Date

Printed Name of Tenant

Address of Tenant

Phone Number

GUEST ACKNOWLEDGMENT AND LIABILITY WAIVER

Property: Emerald Escape, 2733 Timberlane Trail, Grayling, MI 49738

Guest Name: _____

Check-in Date: _____ **Check-out Date:** _____

ACKNOWLEDGMENTS

By signing below, I acknowledge and agree to the following:

1. Receipt of Property Information

Initial here: ____ I acknowledge that I have received, read, and understand the following documents both electronically and physically in the short term rental:

- [House Rules for 2733 Timberlane Trail](#)
- Lovells Township STR Ordinance and related regulations
 - [STR Ordinance](#) and [STR Ordinance Amendment](#)
 - [Township Anti-Noise and Public Nuisance Order](#) (pg. 23)

2. Assumption of Risk

I understand that staying at this property involves inherent risks, including but not limited to personal injury, property damage, and other hazards associated with a rural cabin property. I voluntarily assume all risks associated with my use of the premises and its amenities.

This assumption of risk does not apply to injuries or damages caused by the property owner's negligence or failure to maintain safe premises.

3. House Rules Compliance

I agree to comply with all house rules for this property (see bottom of this document). I understand that violations of house rules or township ordinances may result in:

- Citations issued by Lovells Township
- Immediate removal from the property without refund
- Additional charges for damages or violations

4. Property Safety Hazards

Pond Area: I understand that entering, swimming, wading, or using the pond on this property is strictly prohibited. This restriction is required by the property owner's insurance policy. The pond is not maintained for recreational use and may contain unsafe conditions. I will ensure all

members of my party comply with this prohibition and assume full responsibility for monitoring access to the pond area.

Fire Safety: I understand that campfires are only permitted in the designated fire pit area and must be attended at all times. I am responsible for independently checking DNR Red Flag fire restrictions at michigan.gov/burnpermit before any fire use. The property owner will make reasonable efforts to notify guests of Red Flag conditions; however, I bear ultimate responsibility for verifying current restrictions and will be held liable for violations. No outdoor fires of any kind are permitted during DNR Red Flag conditions. Violations may result in fines, liability for wildfire damage, and immediate removal from the property.

Loft Use Warning and Waiver I acknowledge that the property contains a loft area and understand that use of the loft carries inherent risks, including the risk of falling or injury due to limited headroom, steep access, and open edges. I voluntarily assume all risks associated with my use of or access to the loft, and agree to hold harmless the property owner from any claims, injuries, or damages arising from my use of the loft area. I will ensure all members of my party are aware of these risks and will supervise any children in or near the loft at all times.

Initial here: ____

5. Property Damage Responsibility

I agree to be financially responsible for any damage to the property caused by myself or members of my party beyond normal wear and tear. I will report any damages immediately to the property owner.

6. Exterior Security Camera Disclosure

I acknowledge that the property has exterior security cameras installed at the following locations:

- Front door entrance
- Garage exterior (road-facing)

These cameras monitor only outdoor areas visible from the public road and do not record any interior spaces or private outdoor areas. Cameras are installed for property security and intrusion detection purposes. By signing this waiver, I confirm that I have been informed of the presence, purpose, and locations of these devices prior to my stay.

Initial here: _____

7. Limited Indemnification

I agree to indemnify, defend, and hold harmless the property owner and their authorized representatives (including local emergency contact and cleaning service) from any and all claims, damages, losses, and expenses (including reasonable attorney fees) arising solely from:

- My negligent or intentional actions or the negligent or deliberate actions of my guests, while on the property

- Any violations of house rules, township ordinances, or state/federal laws by myself or my guests
- Any injuries to third parties or damage to third-party property caused solely by myself or my guests
- Any failure to comply with safety requirements, including DNR fire restrictions

This indemnification does not apply to claims arising from the property owner's negligence or breach of duty.

I acknowledge that I have read and understand this agreement and am signing voluntarily. This waiver shall be governed by Michigan law. If any provision is deemed unenforceable, the remainder shall remain in full force and effect.

Guest Signature: _____ **Date:** _____

Print Name: _____

HOUSE Rules

NO PARTIES OR EVENTS

Parties and events are strictly prohibited. We have a zero-tolerance policy.

QUIET HOURS

Quiet hours are from **10pm to 8am** the next day. This means that no loud noise or sound can be produced on the property that annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of any reasonable person of normal sensitivities on adjacent properties including but not limited to playing radios, televisions, stereos, and other types of electronic sound; shouting or other forms of communications; using any horn, siren, whistle or bell; and revving up the engine of a motor vehicle.

GUEST LIMITS

The number of overnight guests must not exceed the number stated in the reservation. Guest occupancy is limited to 4 (not including children age 5 or younger). Exterior cameras are in use at the front and back entrances of the home. *Violations will be enforced.

NO SWIMMING OR ENTERING THE POND

As required by our insurance policy, swimming or entering the pond on the property in any capacity is strictly prohibited.

NO FIREWORKS

Fireworks of any kind are prohibited on the property.

CITATION AND ENFORCEMENT

Guests acknowledge that violations of house rules, township ordinances, or DNR regulations may result in citations issued by Lovells Township or other authorities. Such violations may also result in immediate termination of the reservation without refund.

NO SMOKING* OR DRUGS

Illegal drugs, parties, and excessive noise are prohibited, including on porches and shared spaces. Smoking and/or vaping are allowed outside of the home at least 10 feet away from the entrances. Violations of this policy will incur a \$250 fine, plus cleaning and repair costs.

RESPONSIBLE FIRE SAFETY

Fires are only allowed in the designated fire pit on site and must be attended to at all times and fully extinguished when finished. Per state law, fires are **prohibited** during DNR "Red Flag" conditions. We will do our best to help alert you to the condition during your stay, but ultimately, it is your responsibility as a guest to know and understand these restrictions. Visit <https://www.dnr.state.mi.us/burnpermits/> and click Crawford County to see if burning is allowed in Lovells.

NO COMMERCIAL USE

Commercial photography and videography without written consent are strictly prohibited.

GUEST RESPONSIBILITY

Guests are responsible for damages, injury, or loss that occur on the premises. Any property damage must be reported to the hosts. Unreported damages will be reported to the booking platform.

PET POLICY

Pets are prohibited on the property. If evidence of a pet is found at the property, guests are subject to a \$100 fee. See the refrigerator rules for more information.

AGREEMENT TO HOUSE RULES

Booking a reservation constitutes agreement to comply with these House Rules. Violations will result in liability for any associated damages, fees, costs, or expenses.

TOWNSHIP ORDINANCE Requirements

OUR TOWNSHIP REQUIRES EACH GUEST AGREE TO THE FOLLOWING

- No trespassing shall be permitted on neighboring properties
- No litter shall be allowed to blow or be deposited onto neighboring properties
- The vehicles of all occupants of a short-term rental dwelling unit shall be parked on site and not on a public or private road
- All campfires shall be located in designated "fire pit" areas away from the water's edge, trees, and property lines
- Fires shall be attended at all times and properly extinguished after use
- The occupants of a short-term rental dwelling shall not create a nuisance. For purposes of the subsection, a nuisance includes but is not limited to any violation of the Lovells Township Anti-Noise and Public Nuisance Ordinance #6/11 of 2013
 - These ordinances are located in the green folder on the refridgerator for guest reference

Note

CAMERAS

The property has two exterior cameras, one floodlight camera on the garage, and one doorbell camera at the front entrance of the house. All cameras face away from the house and face the public roadway. These measures are essential for ensuring the safety of our guests, property, and community. Thank you for your understanding, and please reach out with any concerns.

INTERNET SERVICE

Wireless internet is provided as a courtesy. Though not common, we are in a secluded area, and service may be erratic at times. We are not responsible for internet issues or providing technical support, and no refunds are issued for internet service problems.

If you have a moment, we'd love for you to leave us a review! Your feedback helps us improve and ensures future guests have a great stay.

