

Please sign the liability waiver before driving on to the property. Anyone not signing a liability waiver is not allowed on East Verde Park land or inside Verde Vibes Villa.

Liability Waiver - To be read and signed by each guest/visitor. Parents must list the name of the minor age children they are responsible for on the back of their waiver form, and sign for anyone under 18.

Verde Vibes Villa is located in the heart of the Tonto National Forest and includes hundreds of acres of beautiful woods, streams, waterfalls, caves, bluffs, natural springs and open spaces. Any of the activities that can sometimes take place at Verde Vibes Villa, East Verde Park, and Tonto National Forest such as swimming, tubing/floating, fishing, hiking or walking, backpacking, exploring caves, picnicking, sightseeing, rock climbing/rappelling, use of personal vehicles and occupying the cabin offer the possibility for personal injury or accidents for which all visitors must assume responsibility. Below is a list of a few of the dangers, but in no way includes all of them. For example, the water is very inviting, but drowning could occur. The river can flood during hard and rains. The bluffs are beautiful but are deadly if someone should fall from them. Wildlife abounds and is interesting to watch, but animals can bite, skunks can spray, rattlesnakes and other poisonous snakes can be dangerous. Mosquitoes can carry West Nile Virus and other diseases. Roads on and around the property are gravel and rough, requiring slow and careful driving. Also, four-wheeler riding (if available) can be hazardous and can result in death or serious injury. All visitors assume full responsibility for their safety in the above-mentioned dangers as well as the many dangers not specifically noted. Verde Vibes Villa and East Verde Park carry no accident or health insurance on guests and visitors and accepts no responsibility or liability.

Verde Vibes Villa shall not be liable for, and Guest will indemnify and save harmless Cabin Owner from any and all fines, suits, claims, demands, and actions of any kind (including attorney's fees) by reason of any negligence, misconduct, or any breach, violation, or non-performance of any covenant hereof on the part of Guest or Guest's agents, employees, or invitees. Cabin Owner shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, or from any cause whatsoever.

The undersigned **HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE** the Verde Vibes Villa or it's owners from all liability to the undersigned, his/her personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the Cabin Owner or otherwise while the undersigned is in or upon the lodge or outdoor property area, including East Verde River and the surrounding rugged and steep terrain.

HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE while in or upon the cabin or outdoor property area and/or while engaging in outdoor activities on the property, including East Verde River, and the surrounding rugged and steep terrain.

The undersigned expressly acknowledges and agrees that outdoor activities, including, but not limited to, hiking and/or swimming, can be dangerous and involve the risk of serious injury and/or death and/or property damage. The undersigned further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law in Arizona that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect;

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

Note: All guests/visitors must sign this release prior to occupying lodge property or engaging in any activities on that property. Parents or legal guardians must also list children under eighteen years of age.

Signature of Guest/visitor

Date

Signature of Parent or Legal Guardian (If guest/visitor is under age 18)

Date

Please Print First and Last Name as Signed Above

Please list Children under eighteen years of age below:
