RELEASE & WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION for being permitted to enter premises and property (area) owned and operated by Arcady 5 for vacation rental or any other purpose, the undersigned (RELEASOR), for himself/herself, his/her personal representatives, guests, children, heirs, invitees, and next of kin acknowledges that they are entering an area that is wooded that contains: wild animals, insects, cliffs, rocks, streams and other conditions that can be very hazardous and undertakes that he/she has or will immediately upon entering, and will continuously thereafter inspect the improvements and area.

NO LIABILITY/INDEMNIFICATION/HOLD HARMLESS: The undersigned hereby agrees to indemnify and hold harmless Arcady 5 from any loss, liability, damages, or costs they may incur due to their presence in or upon the area for any reason including negligence or otherwise. The undersigned accepts full responsibility for all actions of their guests and invitees and further represents that they have full power and authority to execute this release on behalf of themselves, their guests and invitees (including any minors/children). Arcady 5 shall have no liability for the loss, theft, damage or injury (or death) to persons or their personal property.

THE UNDERSIGNED(releasor) hereby certifies that he/she and guests (they) have adequate insurance (and will solely rely upon such coverage) to cover any injury, illness or damage that may be caused or suffered while in or upon area, or else agrees to bear the costs of such damage or injury. The undersigned further acknowledges that he/she/they have no medical conditions which would interfere with or put them at risk for use of hot tub, swimming, canoeing, boating, hiking, rock climbing, climbing stairs, etc. or else assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition and expressly acknowledges such physical activities are 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 law and that if any provision is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

MEDIATION AND ARBITRATION: the parties agree to mediate any dispute or claim arising out of this Agreement, or any resulting transaction, before resorting to arbitration. Mediation fees, if any, shall be divided equally among the parties involved. In the event that arbitration is required, renter agrees that individual arbitration before a single arbiter shall then be the sole venue for dispute resolution. The venue shall be the American Arbitration Association at its offices that are the closest geographically to Albany, New York and the laws of the State of New York shall be applied.

The undersigned (releasor) has read this document and acknowledges that Arcady 5 has relied upon the representations and agreements contained herein and would not have allowed or permitted the releasor, guests and invitees onto the premises without these representations and agreements being understood and agreed to.

_____

Releaser/ Print Name Address

_____

Signature Date

_____

Releaser/ Print Name Address

_____

Signature Date