

**Pappy's Cabin  
At The Pond**

Date \_\_\_\_\_  
First Name \_\_\_\_\_ Last Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_  
Zip Code \_\_\_\_\_ D/L # \_\_\_\_\_  
Telephone # \_\_\_\_\_ Cell Phone # \_\_\_\_\_  
Work number \_\_\_\_\_ email \_\_\_\_\_  
Emergency Contact name \_\_\_\_\_  
Emergency contact numbers: home \_\_\_\_\_ cell: \_\_\_\_\_

**Attention: Read the following Statements Carefully**

Your use of Pappy's Cabin at the Pond (hereinafter the "Area") is conditioned upon compliance with West Virginia Law. Your acceptance of the agreement constitutes you to comply with all the rules ( <http://www.pappyscabinatthepond.com/rules.html> ) and laws. Violation of any rule or law renders the agreement null and void, and makes it subject to immediate revocation by Paul Gillispie (hereinafter called the "Owner"). Credit card holder, used in this transaction, must sign this agreement and MUST be present during the entire length of the reservation or stay.

**ACKNOWLEDGEMENT AND ACCEPTANCE OF RISK:** I understand the use of the Area involves the danger of encountering both known and unknown hazards and risks which could result in injury, death, illness or disease, physical or mental or damage to myself, to my property, or to other third-parties and knowing this, I do hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the Owners or agents.

**INDEMNIFICATION AGREEMENT:** For and in consideration of being permitted by the Owner to use their facilities and to participate in its recreational events and activities. I agree to this WAIVER, RELEASE AND INDEMNIFICATION; the undersigned joins in this WAIVER and stipulates and agrees to SAVE AND HOLD HARMLESS, INDEMNIFY, AND FOREVER DEFEND the OWNER from and against any and all claims, actions, demands, expenses, liabilities (including attorney's fees) and NEGLIGENCE made or brought the undersigned or by anyone on behalf of the undersigned, as a result of the undersigned's participation in Owner's recreational events and activities and my use of the Area.

**WAIVER AND RELEASE OF LIABILITY:** By signing this form, I acknowledge that I am aware of the dangers and, even so, I do hereby, on behalf of myself, all people on the Area, my personal representatives and my heirs, voluntarily agree to RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, DEFEND AND INDEMNIFY the Owner and its agents, officers and employees from any and all claims, actions, or my participation in any activities thereon. I specifically that I understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents or employees of the Area. This document shall be binding on my heirs, executors, administrators, and assigns.

**I have read and understand and I accept responsibility of the actions of myself. I also accept the responsibility and actions of all people in the Area.**

**Signature (MUST BE at least 21 Years Old)**

**Date**

\_\_\_\_\_

**Print Name**

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