

FISHINGGEEKS LUXURY COTTAGE GUEST ACCOMMODATION WAIVER AND RELEASE OF LIABILITY

In consideration for my participation in the any and all Fishinggeeks Inc. activities, including renting the unsupervised Luxury Cottage, **I HEREBY ACKNOWLEDGE, WARRANT, COVENANT AND AGREE WITH FISHINGGEEKS INC.** as follows:

1. I have read the foregoing Waiver and Release of Liability, understand it, and sign it voluntarily.
2. I am eighteen (18) years of age or older and/or I am the parent/guardian having full legal responsibility for decisions regarding the minor child(ren)/ward.
3. I am in good health, and I have not and will not be under the influence of any drugs or alcohol of any kind, which may affect my ability to a maintain a safe environment within the Fishinggeeks Inc. Luxury Cottage Rental Suite;
4. I am familiar with and acknowledge and agree to the Fishinggeeks Inc. Rental Policy attached as SCHEDULE A to this document.
5. **I COMPLETELY UNDERSTAND MY VOLUNTARY PARTICIPATION IN THIS ACTIVITY COULD RESULT IN INJURY OR ILLNESS, INCLUDING BY NOT LIMITED TO DISABILITY, CONTRACTING COVID-19, DROWNING, CONCUSSION, DISMEMBERMENT OR DEATH. I FREELY ACCEPT, ON BEHALF OF MYSELF AND THE MINOR CHILD(REN)/WARD AND FULLY ASSUME ALL SUCH VOLUNTARY RISK AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.**
6. I agree to an unqualified assumption of all risks associated with the use of the Fishinggeeks Inc. Rental Luxury Cottage Suite and amenities. By signing this Waiver and Release of Liability, I hereby assume all risks, dangers and all responsibility for any loss of rented supplies, personal items, bodily injuries, damages, or fatalities, whether caused in whole or in part by the negligence or gross negligence or other conduct of the owners, agents, officers or employees of Fishinggeeks Inc. I also take full responsibility for any and all persons involved in the use of the Fishinggeeks Inc. Luxury Cottage Rental Suite during your agreed rental period. I also agree the individuals utilizing the Suite are limited to the individuals outlined on this Waiver and Release of Liability.
7. **I, ON BEHALF OF MYSELF, MY PERSONAL REPRESENTATIVES, NEXT OF KIN, ASSIGNS AND HEIRS, HEREBY:**
 - a. **RELEASE, WAIVE, HOLD HARMLESS AND DISCHARGE** Fishinggeeks Inc., its owners, agents, officers, affiliates, contractors, employees, representatives, successors, and assigns (the "Releasees") from any and all liabilities, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, injury, or death that may be sustained by me while participating in any activity while in, on, or around the premises or while using the rental suite, including but not limited to any claims or actions that I may have as a result of the negligence or gross negligence of Fishinggeeks Inc. or the Releasees;
 - b. **INDEMNIFY, AND SAVE AND HOLD HARMLESS** Fishinggeeks Inc. and the Releasees, and each of them, from any litigation expenses, legal fees, liability, damage, award, or cost, of any or type whatsoever, they may incur due to any claim made against them or any one of them whether the claim is based on the negligence or the gross negligence of Fishinggeeks Inc. or the Releases or otherwise.
8. No waiver of any term, whether by conduct or otherwise, shall be deemed to be a further or continuing waiver of any such breach or a waiver of the breach of any other term contained in this Agreement.
9. The validity, interpretation, and performance of this agreement shall be controlled by and construed under the laws of the province of Saskatchewan.
10. I, on behalf of myself, my personal representatives, next of kin, assigns and heirs hereby voluntarily agree to release, discharge, hold harmless, defend and indemnify Fishinggeeks Inc. and the Affiliates from any and all claims, actions or losses for bodily injury, property damage, wrongful death, or otherwise which may arise out of my participation while ice fishing, including but not limited to any claims or actions that I may have at the present time or in the future for the negligence, gross negligence or other conduct of Fishinggeeks Inc. and its Affiliates.

I HAVE CAREFULLY READ AND UNDERSTAND THE ENTIRETY OF THIS WAIVER AND RELEASE AND BY SIGNING IT AGREE THAT IT IS MY INTENTION TO EXEMPT AND RELEASE FISHINGGEEKS INC. FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I FULLY UNDERSTAND THE TERMS OF THIS RELEASE AND WAIVER, UNDERSTAND THAT I HAVE GIVEN UP ALL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Rental Booking Dates: _____

Guest #1

Signature: _____

Print Name: _____

Date: _____

Guest #2

Signature: _____

Print Name: _____

Date: _____

Guest #3

Signature: _____

Print Name: _____

Date: _____

Guest #4

Signature: _____

Print Name: _____

Date: _____

Guest #5

Signature: _____

Print Name: _____

Date: _____

SCHEDULE “A”

Fishinggeeks Inc. Luxury Cottage Rental Policy

Thank you for choosing to rent with the Fishinggeeks. Please be aware that Fishinggeeks, has taken reasonable steps and precautions to assure your safety while staying with us. In using our property, however, you do so at your own risk. Your booking will not be confirmed without a 50% deposit. Your booking will be cancelled and the 50% deposit will not be refunded if full payment and signed Waiver and Release of Liability is not released prior to your booking date.

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Booking Dates

Due to high demand, once you have confirmed your preferred booking dates are available, a 50% non-refundable deposit is required prior to securing your booking. If multiple requests for the same dates are submitted, the final rental offer will be given to the first guest to submit the 50% required deposit.

Minimum Booking

There is a minimum booking of two nights stay.

Check-in and Check-out time

Check-in will be no earlier than 3:00pm on check-in date unless prior written approval has been given. Check-out is no later than 11:00am on check-out date unless prior written approval has been given.

Security Code

Fishinggeeks will provide guests with a unique access code upon check-in time and will be changed upon check-out. Guests are not permitted to share the access code with anyone who is not listed in the Waiver and Release of Liability.

Sub-letting

Guests are not permitted to allow others to stay in the suite without the guest being present without prior written authorization from Fishinggeeks. This will result in immediate eviction without refund.

Payment Options

We accept personal etranfer to admin@fishiggeeks.net, cash or cheque to the following mailing address:

Fishinggeeks Inc.
419 Fairbrother Court
Saskatoon SK S7S 1H9

Damage Deposit

Fees

A refundable \$399.00 damage deposit and a non-refundable \$1 transaction fee is required for every booking.

Approval of Refund

Upon check-out, your refund will be approved based on the following:

1. No damage to unit, furniture or supplies.
2. Premises has been reasonably cleaned. Reasonable includes but is not limited to the following:
 - a. All Dishes are clean or properly in the dishwasher ready to be cleaned
 - b. No dirty dishes are left out
 - c. Opened food and beverages are emptied and discarded.
 - d. All garbage is in the bins provided
 - e. All cans are placed in the recycling bins provided
 - f. Unusual or major cleanliness issues
 - g. No inventory items are missing
 - h. Yard is clear of any damages or garbage

Refund

If approved, your damage deposit (without interest) will be refunded within seven business days via etranfer or mailed cheque. If mailed, it will be sent within the same time frame.

Dispute of non-refunded damage deposit.

There is no option for dispute as the decision is entirely on the Fishinggeeks Inc. discretion.

Damage beyond deposit amount.

The guest is responsible for damages beyond the \$399.00 damage deposit. Guest will be notified of final balance owing within 30 days of check-out.

An invoice will be submitted to the guest along with a receipt of expenses related to the damage for payment. Any failure to pay for damages will be immediately handed over to Fishinggeeks Legal Council for enforcement.

Contractor, Administration and Legal Fees

The guest will be provided the following:

1. Pictures of the damage.
2. Copy of the contractor invoice to Fishinggeeks Inc. from Rivergrove Homes for repairs.
3. A minimum additional \$150.00 administration fee will be charged from Fishinggeeks.
4. The guest will be required to cover any legal fees if applicable.

Health and Safety

Although Fishinggeeks is not liable for injuries, we request all guests notify us immediately if they feel there are health and safety risks exist.

Occupancy Guidelines

Occupancy may be generally limited to 2 persons for King Bedroom and 3 persons to the Single Beds room.

Water

The facility is run on municipal water, but a private septic system is needed. To ensure there is no disruption in your water usage due to septic fill, please keep water usage to a minimum. This includes shallow baths, short showers, dishwasher fill before use and limit running water.

Communication

From Fishinggeeks

Text communication is preferred to keep your privacy. However, failure to respond to text messages within 60 minutes will result in Fishinggeeks owners or staff calling the phone number provided. Failure to respond within 2 hours will result in Fishinggeeks owners or staff knocking on the rental suite door (side or lake front).

To Fishinggeeks

Text communication to 306-717-9640 is preferred to keep our privacy. However, failure to respond to text messages within 60 minutes, please phone 306-1-717-9640 or 306-717-1814. Failure to respond within 2 hours, you are permitted to come to the side door and ring the doorbell. In a case of non-life-threatening emergencies not requiring law enforcement, please call the numbers provided immediately.

Emergency

In a life-threatening emergency call 911.

In a non-life-threatening emergency that should be handled by local authority call Outlook RCMP at (306) 867-5440.

Entry to the premises

Be aware, a video camera may be installed at the side entrance and the walk-out suite. It will not be facing the interior of the suite to allow guest privacy.

With Notice

Fishinggeeks may enter the premises without permission but with 12 hours notice or an approved earlier time by the guest via the above communication method for the following reasons:

- Repairs
- Supplies Refill
- Inspection
- Pest or Pet Control

Without Notice

Fishinggeeks may enter the premises without permission and without giving notice for the following reasons:

- If there is a possible or perceived emergency
- If there is reason to believe the property is left vacant
- Violation of any parts of this policy.

Noise Complaints

Fishinggeeks understands there are times the guests may want to have higher volume activities during their stay past the 10:00pm noise bylaws. Additionally, the community of Sandy Shores is quiet and quaint. Neighbours may contact Fishinggeeks if noise is not welcome at that time. Fishinggeeks will notify the guest via text at any time to request a reduction in noise.

First Notice

The guests will be texted to ask for noise reduction.

Second Notice

The guest may be subject evicted without refund.

Tobacco, Cannabis, Vaping and Alcohol

Fishinggeeks Inc. prohibits the use of prohibit the smoking all substances including cannabis inside the cottage. Any substance smoking is to be done at least 6 feet from the building.

Alcohol consumption is entirely at the risk of the guest and Fishinggeeks is not responsible for any issues arising from the guest's choice to consume alcohol. Please refer to Waiver and Release of Liability.

Pets

Fishinggeeks Inc. prefers to be pet friendly. Pets must be 1 year or older and house broken. No puppies or kittens are permitted. A limit of one pet. There may be exceptions depending on the type of pets based on Fishinggeeks discretion.

Pet Clean-up

The guest is responsible for picking up and disposing of your pet's poop on Fishinggeeks property. Failure to pick up poop may result in eviction without refund.

If the pet damages any of the property (inside or out), the damage deposit may be considered full or in part non-refundable.

At large

Having your pet off-lease outside of Fishinggeeks Inc. property is considered "at large" and against local bylaws. Please ensure your pet is secured from roaming away from the property.

Evictions

Guests are subject to being evicted for any reason. The guests will have 60 minutes to vacate the property. Failure to leave within 60 minutes will result in law enforcement to be called.

Any and all evictions will result in cancellation of the remainder of the booking and is no refund will be given.

Left Personal Belongings

Fishinggeeks has the right to immediately dispose of the goods if believed to be worth less than \$2,000, or if the value of the goods will depreciate substantially in storage (e.g. the goods will spoil). If the goods are worth \$2,000 or more, Fishinggeeks will store them for no more than 15 days before disposing. The guest is responsible for picking up the belongings prior to 15 days. Notification of pick up beyond 15 days will not be considered. If the guest does not claim and pick up the goods within 15 days, Fishinggeeks will dispose of the goods in any way they deem appropriate.

Fishinggeeks is not responsible for any lost or stolen goods at any time.