DECK HOUSE ROOFTOP DECK AND SPIRAL STAIRCASE

ACKNOWLEDGMENT, ASSUMPTION OF RISK & USE AGREEMENT

Agreement with Indian Point Acres, LLC d.b.a. Bavarian Resort ("Resort"). Complete all required fields and return the signed PDF before occupying the Deck House. Send to Hello@Bavarianresort.com or upload using the Resort website submission process.

Property / Deck House unit number (required)

Primary reservation holder - full legal name (required)

Arrival date - MM/DD/YYYY (required)

Departure date - MM/DD/YYYY (required)

IMPORTANT SAFETY NOTICE

The rooftop deck is accessible only by a steep exterior spiral staircase. Both features present inherent risks, including slips, trips, falls, loss of balance, collisions, serious bodily injury, permanent disability, and death. By signing, the primary reservation holder ("Guest") acknowledges these risks and agrees to follow all rules below.

ACKNOWLEDGMENT OF RISKS

1. The spiral staircase is steep and narrow and requires careful use at all times.
2. Adverse weather can increase hazards on the staircase and rooftop deck.
3. A fall from the staircase or rooftop deck may cause serious injury, disability, or death.
4. Use of the staircase and rooftop deck is voluntary.
5. Children, older individuals, and persons with mobility, balance, vision, medical, or physical limitations may face increased risk.
6. The Resort cannot eliminate all risks associated with use of these facilities.

MANDATORY SAFETY RULES - WEATHER

1. Do NOT use the rooftop deck or spiral staircase during or after conditions that make surfaces wet, slippery, icy, snowy, frosted, or otherwise hazardous.
2. Inspect conditions before use. Do not use either feature if moisture, ice, snow, frost, or any slippery condition exists.
3. The Resort may prohibit access at any time due to weather or safety concerns.

OCCUPANCY RESTRICTIONS

4. No more than FOUR (4) persons may occupy the rooftop deck at one time.
5. Guest is responsible for ensuring that this occupancy limit is not exceeded.

ALCOHOL AND SUBSTANCE RESTRICTIONS

6. Alcoholic beverages are strictly prohibited on the rooftop deck.

7. No person impaired by alcohol, cannabis, prescription medication, or any other substance may use the staircase or rooftop deck.

8. Violation of the alcohol restriction may result in immediate loss of rooftop deck privileges.

STAIRCASE SAFETY REQUIREMENTS

9. Keep at least one hand on the handrail while ascending or descending whenever possible.

10. No running, jumping, horseplay, roughhousing, pushing, or reckless behavior on or around the staircase.

11. Ascend and descend carefully, one step at a time.

12. Do not sit, stand, climb, lean over, reach over, or hang over any portion of the spiral staircase.

13. Do not carry items that obstruct vision or interfere with safe staircase use.

14. Wear appropriate footwear; do not use the staircase or deck barefoot, in socks only, or in slippery or unsafe footwear.

ROOFTOP DECK SAFETY REQUIREMENTS

15. Do not sit, stand, climb, lean over, reach over, or hang over any railing, barrier, or deck edge.

16. Remain within the protected deck area at all times.

17. Do not climb railings, furniture, barriers, or structural components.

18. Children must be continuously supervised by a responsible adult while on the rooftop deck or staircase.

19. Immediately stop any unsafe activity when requested by Resort staff.

ASSUMPTION OF RISK

Guest knowingly and voluntarily assumes the inherent and ordinary risks of using the rooftop deck and spiral staircase, including falls, slips, loss of balance, weather conditions, structural features, and actions of other guests, to the extent permitted by Missouri law. This acknowledgment does not independently release claims beyond the express release below.

EXPRESS RELEASE OF ORDINARY NEGLIGENCE

TO THE FULLEST EXTENT PERMITTED BY MISSOURI LAW, GUEST EXPRESSLY RELEASES AND DISCHARGES INDIAN POINT ACRES, LLC D.B.A. BAVARIAN RESORT, AND ITS OWNERS, MEMBERS, MANAGERS, EMPLOYEES, AND AGENTS FROM CLAIMS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE SUFFERED BY GUEST ARISING FROM GUEST'S USE OF THE ROOFTOP DECK OR SPIRAL STAIRCASE, INCLUDING CLAIMS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OF ANY RELEASED PARTY. THIS RELEASE IS INTENDED TO INCLUDE THE RELEASED PARTIES' OWN ORDINARY NEGLIGENCE, INCLUDING NEGLIGENT MAINTENANCE OR FAILURE TO WARN, TO THE EXTENT SUCH CLAIMS MAY LAWFULLY BE RELEASED. IT DOES NOT PURPORT TO RELEASE GROSS NEGLIGENCE, RECKLESS OR INTENTIONAL MISCONDUCT, OR ANY CLAIM THAT CANNOT LAWFULLY BE WAIVED.

Guest signs only for Guest personally. Guest does not waive independent claims belonging to other adults or minors. No parent or guardian signature on this form is intended to waive a minor's independent injury claims.

RESPONSIBILITY FOR GUESTS AND INVITEES

Guest agrees to communicate these rules to all members of Guest's party and authorized visitors and to take reasonable steps to ensure compliance. Any violation by a member of Guest's party may be treated as a violation of Guest's reservation rules. This provision does not itself waive another person's legal rights.

RIGHT TO RESTRICT ACCESS

The Resort may restrict, suspend, or terminate access to the rooftop deck or spiral staircase, with or without advance notice, when management determines a safety concern exists or any provision of this agreement is violated.

ELECTRONIC RECORDS, SIGNATURE AND DELIVERY

Guest affirmatively consents to execute and deliver this agreement electronically and to receive and retain an electronic copy. Guest agrees that entering Guest's full legal name in the required Electronic Signature field, with the intent to sign, constitutes Guest's electronic signature and is intended to have the same legal effect as a handwritten signature, to the extent permitted by the Missouri Uniform Electronic Transactions Act (Mo. Rev. Stat. §§ 408.700-408.735) and applicable federal law. Guest may instead print and hand-sign this agreement. Guest may save or print a copy for Guest's records. The Resort may retain the signed electronic record and related submission information as evidence of consent and attribution.

Guest must complete all required fields and return the signed agreement before occupying the Deck House, either by email to Hello@Bavarianresort.com or through the Resort's website upload process. Merely downloading or viewing this blank form does not constitute signature or submission.

CERTIFICATION AND SIGNATURE

I certify that I am at least 18 years old, am the primary reservation holder, have read and understood this entire agreement, understand the risks and safety rules, and voluntarily agree to its terms. By typing my full legal name below, I intend to sign this agreement electronically.

Electronic signature - type FULL LEGAL NAME (required)

Date signed - MM/DD/YYYY (required)

IMPORTANT: After completing the fields, SAVE the filled PDF to preserve your entries, then email the saved PDF to Hello@Bavarianresort.com or upload the saved PDF through the Resort website.