



BEAR MOUNTAIN

Lodging Pet Policy



Assumption of risk, Release of Liability, and Indemnification Agreement

Please read carefully before signing

This is a release of liability and waiver of certain legal rights.

As a guest with a pet staying at the Bear Mountain Inn, I acknowledge and understand that there are risks associated with having a pet reside at a hotel. These risks include but are not limited to, injuries or death suffered by other guests by actions of the pet while a guest us in the hotel, and physical injuries or death suffered by other guest by actions of the pet. In consideration of allowing the pet to stay in the hotel, I hereby agree to **ASSUME ALL RISKS** associated with the pet's presence on the premises of the hotel.

I agree and understand:

- to not leave the pet alone in the room at any time between the hours of 9:00pm – 10:00am.
- to not leave pet alone for more than two hours in a day.
- that hotel employees will not perform daily housekeeping services until arranged by myself with the front desk to ensure safe standards.
- Dogs only. A maximum of 2 dogs are allowed in pet friendly rooms.
- to pay a nightly fee upon check in (\$60 per pet) as required by the hotel.
- to pay all costs of damage to person or property that the pet may cause as a result of being on the premises.
- Pets are not allowed on furniture or bedspreads. Any violation of this will result in fees beginning at \$100.00.
- Pets are restricted from the Bear Mountain Inn, Stone Cottages or any indoor area other than the Overlook Lodge authorized pet friendly rooms.
- that it is my sole responsibility to keep the pet leashed at all times while outside my hotel room and while on the premises, and I hereby affirm that I will do so and adhere to any restricted pet areas on the property.
- that any of the pet's behavior is my responsibility and that any and all noise complaints due to pets will result in a phone call to me from the front desk. **If issue persists after first warning, this may escalate to a penalty charge or eviction from the premises.**

Additionally, I agree to **HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNIFY**, Bear Mountain Inn, its affiliated organizations, companies and parent companies, and all their respective insurance carries, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter to a **"RELEASED PARTY"**) **FOR ANY AND ALL LIABILITY** and/or claims for injury, loss, or death to persons or damage to property arising from the pets stay at the hotel including those claims based on any **RELEASED PARTY'S** alleged or actual **NEGLIGENCE OR BREACH OF** any express or implied **WARRANTY**. I agree to take

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full responsibility for any injury, loss, or death to the pet, the hotel, myself or any guests, employees or any other person on the hotel premises. My signing this release, **I AGREE NOT TO SUE ANY RELEASED PARTY** and agree I am releasing any right to make claim or file a lawsuit against any **RELEASED PARTY**.

I further **AGREE TO DEFEND AND INDEMNIFY** each **RELEASED PARTY** for any and all claims that I or third party may make arising from the pet's presence on the hotel premises. I agree to pay all costs and attorney's fees incurred by any **RELEASED PARTY** defending in a claim or suit brought as a result of the pet's presence on the premises.

I agree that any claims arising from the hotel premises shall be **GOVERNED BY NEW YORK LAW** and **EXCLUSIVE JURISDICTION** of any claim shall be in the **DISTRICT COURT FOR ROCKLAND/XXXXX COUNTY** or in the **FEDERAL COURT FOR THE STATE OF NEW YORK**.

By signing this agreement I represent that I am at least 21 years of age. This release shall be binding to the fullest extent permitted by law. Any part of this releases is deemed to be enforceable, the remaining terms shall be an enforceable contract between parties. This release shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the undersigned.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHT THAT I OTHERWISE MAY HAVE.



Printed Name

Date

Signature

Cell phone #: _____

Dog#1

Pet Breed _____

Pet Name: _____

Dog#2

Pet Breed _____

Pet Name: _____

If applicable:

Second Guest Name

Printed Name

Cell phone #: _____

Completed by Hotel Representative: Room # _____ FD AGENT Initials _____



Completed Copy Provided to Client: Y N