

return of Guest's full deposit. SFC shall not be liable for any damages (consequential or otherwise), monetary losses, or alternative reservations associated with the cancellation of the Guest's reservation for the reasons described above.

Additional guests above 4 per Cabin up to the limits stated above are permitted, provided an additional \$12.00 per person per day is paid upon arrival.

Pets are allowed on the premises, provided an additional \$15.00 per pet is paid upon arrival.

A fee of \$50.00 will be charged in the event of cancellation thirty days or more prior to the arrival date. If written notice of cancellation is not provided at least thirty (30) days prior to the arrival date, the reservation deposit shall be forfeited.

Guest agrees to hold SFC, Black Bear Realty Services LLC and R. Scott Summers harmless for any and all injuries sustained at the Cabin, the Shavers Fork Campground and surrounding areas. Furthermore, Guest understands the inherent dangers associated with outdoor recreation, including but not limited to those related to rivers, pools, campfires, fishing, camping, hiking and snowshoeing.

This agreement shall be governed by West Virginia law and shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns. In the unlikely event of litigation, the parties agree to litigate exclusively in Monongalia County, West Virginia, and agree that the prevailing party shall be entitled to reasonable attorney's fees.

GUEST:

Date Signed: _____

X _____

X _____

Thank you for your reservation request. Please sign above and return this agreement to the mailing address set forth above, together with a check made payable to **Shavers Fork Holdings LLC** for the advance payment amount of 50% of the total base rental amount due in order to confirm your reservation. SFC will confirm your reservation in writing via email. If you have not received a confirmation within 5 days of mailing, please contact us.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN THE EVENT A GUEST DOES NOT SIGN THIS AGREEMENT, THE ACT OF OCCUPYING A CABIN, PAYING SFC THE DEPOSIT OR RENT DUE AND/OR MAKING A RESERVATION REQUEST ONLINE ACKNOWLEDGES THE GUEST HAS AGREED TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.