



**PLEASE READ CAREFULLY. BY SIGNING THIS DOCUMENT, YOU CHOOSE TO
WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

In Consideration for being permitted to enter the premises and property for vacation rental or any other purpose, the undersigned, for himself/herself, his/her personal representatives, guests, children, heirs, and the next of kin, acknowledges, agrees and represents that he/she has or will immediately upon entering, and will continuously thereafter, thoroughly inspect such areas and his/her continued presence constitutes and acknowledgement that he/she has inspected the house, deck, pool, equipment, grounds and the entire property and he/she finds and accepts such areas as being safe and reasonably suited for the purposes of his/her use, and he/she further agrees and warrants that if, at any time, he/she feels anything to be unsafe, he/she and all guests will immediately leave the area and advise all appropriate persons. THE UNDERSIGNED hereby RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the property Owners, Rysal Enterprises and/or it's affiliates, employees personally and as a company or corporate representatives, their members, managers, operators, officials, officers, directors, employees, owners and lessees of the premises, all for the purposes herein referred to as "releasees" , from all liability to the undersigned, guests, representatives, assigns, heirs and next of kin for any and all loss or damage, and any claim or demand thereof on account of INJURY to the person(s) or property or resulting in DEATH of the undersigned or guests, whether caused by negligence of the releasees or otherwise while in or upon the area. THE UNDERSIGNED hereby AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may occur due to the presence in or upon the area and whether caused by the negligence of the releasees or otherwise. The following terms apply to the use of any complimentary Hot Tubs, Pools, BBQ Grills or other amenities ("Amenities") and golf carts, bicycles, kayaks, paddle boards or other equipment ("Equipment") provided at one of Serendipity, Rysal Enterprises LLC, Cloud 9, and affiliated Rental Properties (Owner/Manager):

- 1) The person responsible for renting through Owner/Manager(who executes this Reservation Agreement via their electronic signature) (hereinafter "Operator") assumes complete liability for the care of and use of the Amenities and Equipment during their stay, and assumes full liability and responsibility for ensuring adherence to the rules and regulations and safety information provided herein or at the City of Anna Maria, Park City or any other regulating authority where the Amenities and Equipment are being operated.
- 2) Operator authorizes Owner/Manager to charge the damage deposit credit card or checking account on file for any damages, costs or liability resulting from or arising out of the use of the Amenities and Equipment consistent with the terms of this waiver and agreement. The Peace of Mind / Accidental Damage Waiver does NOT cover damage to the Amenities and Equipment or damage caused by the use or misuse of the Amenities and Equipment, whether accidental or otherwise.
- 3) Operator expressly acknowledges and agrees that operating the Amenities and Equipment involves the risk of serious bodily injury or death, and/or property damage and hereby assumes such risk knowingly and voluntarily. WARNING: Use of a canoe, hot tub, pool, beach or mountain areas, kayak, paddle board and/or fireplace carries risk that may result in serious injury or death, and unsupervised use by children is prohibited. All persons must wear life vests when in or around beaches, lakes or other bodies of water. Elderly persons, pregnant ladies, infants and anyone subject to heart disease, diabetes, low or high blood pressure, strokes, epilepsy or similar afflictions should not enter a spa alone and without consulting their physician. Never use a spa, hot tub, kayak, SUP, bike or golf cart while under the influence of drugs or alcohol. If you are taking medication of any kind, or being treated for any illness, consult your physician prior to use of all facilities. The Hot Tub should be kept at a temperature of less than 104 degrees for personal safety. Do not walk on hot tub covers or they will collapse. Supervise children at all times to decrease the risk of injury. Or drowning. Before anyone uses a hot tub or spa, the undersigned agrees to test safety of water by checking temperature and chemistry, test kit is provided. If bromine or pH levels are not within an acceptable range, notify



management immediately. Hot Tubs and Spas must be shocked frequently to prevent bacterial growth and possibility of contracting communicable skin disorders, and bathers must shower immediately before and after use. It is the guest's responsibility to check chemical levels. There are no lifeguards on the public beaches accessible by the properties, so any use of these areas is at your own risk.

- 4) Operator expressly acknowledges that he/she and any additional operators permitted to use the Amenities and Equipment are licensed drivers, over the age of 25, covered under the insurance provided by Operator and that they are familiar with the safe operation of the Amenities and Equipment and are certain of their own ability to operate the Amenities and Equipment safely. Because many of the local communities have a no tolerance policy for the operation of golf carts by persons under 25, which may result in the homeowner's loss of use of the golf cart, Owner/Manager has adopted a similar no tolerance policy. If a person under 25 is found to have operated the Golf Cart provided, Operator will be fined \$750.00 on the credit card or account provided.
- 5) In consideration of being permitted to operate and ride on the Amenities and Equipment being provided, Operator does for themselves, their guests, their heirs, executors, administrators and assigns, hereby release and forever discharge Owner/Manager, its owners, agents, employees and assigns, as well as the Owners of the rental property and their assigns, from any and every claim, demand, action or right or action of whatever kind or nature, either in law or in equity, arising from or by reason of any bodily injury or personal injuries, known or unknown, death or property damage resulting, or to result, from any accident that may occur and any activities in the operation of the Amenities and Equipment by negligence or otherwise that result in injury or damage.
- 6) No one is permitted to operate or drive the golf cart unless they are at least 25 years old and possess a valid driver's license and auto insurance and are operating the golf cart with the express permission of Operator, who hereby indemnifies and hold harmless Owner/Manager, its owners, agents, employees and assigns, as well as the Owners of the rental property and their assigns, from and against any claims or suits made or filed by said authorized driver.
- 7) Golf carts are **only** allowed to be driven on the street within the City limits of Anna Maria. The golf carts shall never exit the City at any time for any reason.
- 8) Rules of the road apply when golf carts are being driven through the City of Anna Maria. Operator will obey all local, state and federal regulations regarding the operation of this equipment on public traffic ways, parking lots, and in public areas.
- 9) Golf carts may be driven at night only if they are equipped with operable headlights and taillights.
- 10) Operator agrees to properly secure the Amenities and Equipment at all times to avoid theft, damage or unauthorized use.
- 11) Operator agrees that all Amenities and Equipment will only be left at his/her rental property overnight and not at any other locations.
- 12) I wish to swim at the **pool facilities** during the length of stay at your vacation home. By swimming in the vacation home pool, I recognize and fully understand certain things, including:
 - 12.1: At no time is there a lifeguard on duty, you (the renter) are responsible for the safe operation of the pool and are responsible for all persons using the pool during your stay.
 - 12.2: My use of the **pool facilities** during my stay involves certain risks, including but not limited to:
 - The risk of injury resulting from possible malfunction of the pool equipment;
 - The risk of injuries resulting from tripping or falling over obstacles in the pool area;
 - The risk of injuries resulting from unsupervised divers and swimmers colliding;
 - The risk of other injuries or drowning resulting from participating in any action in the pool.



12.3: I recognize and fully understand that the above list is not a complete or exhaustive list of all possible risks; the list only provides examples of types of risks that I am assuming. In exchange for the Owner allowing me to utilize the pool and area during my stay, I hereby agree to the conditions below. I fully intend and choose to give up the legal rights, as stated below:

12.3.1: TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against the Owner, its directors, officers, employees, agents, or representatives (hereinafter referred to as the "Releasees") relating to my use of the pool and pool area;

12.3.2: TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury, expense, or other cost that I may suffer or that my next of kin may suffer in connection with my use of the Releasees pool or pool area to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES;

12.3.3: TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability to property, or personal injury to, any third party, resulting from the use of the pool or pool area

12.3.4: That I am over the age of 18 and that I am responsible and will adhere to all the rules of the property;

12.3.5: That this Waiver, Release, and Agreement is fully effective and shall be effective and binding upon me, and my heirs, next of kin, executors, administrators, and assigns, or anyone else authorized to act on my behalf or on behalf of my estate.

With your signature or electronic signature to the Reservation Agreement & its incorporated Addenda, you consent that you have read, understand, and agree to this Property, Amenities and Equipment Liability Waiver and Damage Addendum AND that you hereby ASSUME FULL RESPONSIBILITY FOR RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of the releasees or otherwise while in or upon the area. You are also stating that you, your family, your guests, or anyone that utilizes the Property and it's Amenities and Equipment from your reserved rental property has read, understands, and agrees to this PROPERTY and AMENITIES AND EQUIPMENT WAIVER and holds both Landlord and the owner of the rental property you are staying in as well as all Releasees, completely harmless and free of any and all liability that may arise from use of the Property, Amenities and Equipment as provided for more fully above. The undersigned hereby certifies that he/she and guests (they) have adequate insurance to cover any injury, illness or damage that may be caused or suffered while in or upon the area, or else agrees to bear the costs of such damage or injury. The undersigned further certifies that he/she/they have no medical conditions which would interfere with the use of the hot tub, swimming, canoeing, kayaking, paddle boarding, skiing (water and snow), snow boarding, biking, rock climbing, hiking, climbing stairs, etc. or else assume and bear the costs of all risks that may be created, directly or indirectly, by such condition and expressly acknowledges such physical activities are dangerous and involve the risk of serious injury and/or death and/or property damage. The undersigned further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by law and that if any provision is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. You are also stating that you, your family, your guests, or anyone that utilizes the Property and it's Amenities and Equipment from your reserved rental property has read, understands, and agrees to this PROPERTY and AMENITIES AND EQUIPMENT WAIVER and holds both Landlord and the owner of the rental property you are staying in completely harmless and free of any and all liability that may arise from use of the Amenities and Equipment as provided for more fully above. Any dispute, controversy or claim arising out of or related to this Agreement or the interpretation of this Agreement shall be settled by arbitration in accordance to the rules of the American Arbitration Association. The place of arbitration shall be the County where the property is located. THE UNDERSIGNED HAS READ, UNDERSTANDS THE RISKS, AND



VOLUNTARILY SIGNS (electronically or in person) THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

Date: _____

Print Reservation Name: _____ Signature: _____

Additional Guests:

Print Name: _____ Signature _____

Print Name: _____ Signature _____

Print Name: _____ Signature _____

Print Name: _____ Signature _____

Print Name: _____ Signature _____

Print Name: _____ Signature _____

Print Name: _____ Signature _____