

WAIVER AND ASSUMPTION OF RISK AGREEMENT

I, Releasor, acknowledge that I am informed and aware that:

There may be a pool and/or channel / intercoastal waterway on the property; that poses a risk to any and all guests on the property. I also understand and acknowledge that the use of other equipment (including recreational equipment) and facilities provided by Owner, and participation in outdoor activities, involves risks including, but not limited to the following: risk of property damage, bodily injury, including, but not limited to permanent disability, paralysis, and possibly death. These risks may result from a variety of circumstances including, but not limited to, the use or misuse of the equipment or facilities, from the activity itself, from the acts of myself or others, or from the unavailability of emergency medical care.

All guests must follow the posted pool rules which include no diving, no running, no glass near the pool, no unsupervised swimming of minors or those unable to swim, and no swimming while intoxicated.

There may or may not be a fence around the pool and/or channel / intercoastal waterway.

Any damage to the pool and/or channel / intercoastal waterway caused by Releasor and any other persons on Property during the agreed upon Rental Period, including but not limited to: broken glass or other items introduced into the pool, contamination of the water, damage to the automatic cleaners or equipment, or excessive loss of water will result in charges to the Releasor for correction of the problem.

I am also aware that my stay at the Property involves risks that may result in serious bodily injury and/or death. Some of the risks include, but are not limited to, drowning, slips, trips, falls, cuts, adverse weather conditions, the acts or omissions of guests or visitors on the Property during my stay, and the condition of the Property. I understand that the description of the risks in this Release of Liability, Waiver of Claims and Assumption of Risk (the "Release") is not complete and that other risks or events that are known or unknown, anticipated or unanticipated may result in serious bodily injury and or/death.

In consideration of being permitted to rent and stay at the Property, I agree on my own behalf and on behalf of my family and guests and on behalf of my children and all minors in my care, custody or control (hereafter also included in "I" or "my") to assume full responsibility for the risks identified herein and those risks not specifically identified. I hereby release from liability and waive any and all claims that I have or may have in the future against Owner and its members, principals, agents, officers, employees, and representatives (collectively "Releasees") as well as the landlord/owner of the Property.

By signing this waiver, I agree that I will indemnify and hold harmless Owner for all personal injuries, property damages, or any other damages to any and all third parties, including, but not limited to, operators and passengers of other watercraft and minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental property, even if such damages arise out of negligence or fault of Owner.

I understand and acknowledge that being in or near a body of water presents various risks and hazards, including strong currents, unexpected wave activity, floating debris and other potential hazards. I assume all such risks associated with being near or in a body of water.

I agree to fully and forever release and discharge, and not to sue the Landlord for any injuries or damages, including property damage that may result from arise out of or be related in any way to my rental and stay at the Property. If any portion of this Release shall be declared unenforceable for any reason, the unenforceable portion shall be considered severed from the Release and the remainder of the Release shall not be affected and shall be valid and enforceable to the fullest extent permitted by law.

By agreeing to this waiver, I assume all risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with activities and events during or related to the stay in the subject property.

I ACKNOWLEDGE THAT I HAVE READ THIS ENTIRE RELEASE AND THAT I UNDERSTAND ITS TERMS AND AGREE TO BE BOUND BY THEM. I UNDERSTAND THAT THE EFFECT OF THIS RELEASE IS THAT I AM RELEASING LIABILITY AND WAIVING MY RIGHT TO SUE RELEASEES AND I AM ASSUMING RISK FOR MATTERS RESULTING FROM, ARISING OUT OF OR RELATING IN ANY WAY TO MY RENTAL AND STAY AT THE PROPERTY, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, DEATH AND PROPERTY DAMAGE. I ACKNOWLEDGE THAT THIS RELEASE APPLIES EVEN IF RELEASEES MAY BE NEGLIGENT IN WHOLE OR PART. I UNDERSTAND THAT THIS RELEASE APPLIES TO AND SHALL BE EFFECTIVE AND BINDING UPON ME, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVE, ESTATE, AND ALL MEMBERS OF MY FAMILY, MINORS, AND OTHERS IN MY CARE, CUSTODY OR CONTROL.