

Kingfisher Vacations Vacation Rental Agreement

2402 Palm Ridge Rd Suite 1

Sanibel, Florida 33957

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info@gokingfisher.com

TERMS AND CONDITIONS

This contains the terms and conditions of the vacation rental from Kingfisher Vacations, Inc. (referred to as "Agent"), as agent for the owner of the vacation rental property and customer - ((hereafter "Guest")), which terms and conditions shall apply to the vacation rental and are subject to change from time to time.

Maximum Occupancy. Maximum occupancy is restricted to the maximum occupancy set forth in your confirmation; and, applies to all occupants, not just overnight guests. Guest must be at least 21 years old or an active member of the military; an occupant of the Property; and, ensure compliance with the occupancy terms by all members of the Guest's party. Guest agrees to vacate or be subject to removal from the Property without refund upon a violation of Mgt. Co.'s occupancy limits.

PAYMENT TERMS A deposit in the amount indicated on the Reservation Confirmation is due upon reservation. Final payment of the balance due for the rental is required to be paid by personal check, cashier's check, or money order and must be received by Agent no later than, (60) days prior to arrival. No reminder will be given to Guest for final payment. Any final payment that is not received by the due date may result in cancellation of the reservation and forfeiture of all deposits. A \$25.00 handling fee will be charged for all returned checks. All reservations must be paid in full prior to check in; any unpaid balance prior to check in will result in cancellation of the reservation.

RE-BOOKING Current guests have 72 hours (Tuesday at 4pm for stays starting Saturday) from time of check in to reserve the same unit for the following year. Availability and rates are subject to change without notice.

RETURNED CHECKS No post-dated checks will be accepted. Guest shall be responsible for a bad check fee for any returned checks as permitted by Florida law.

ALL ADVANCE PAYMENTS, balances, and all other receipts from Guest may be deposited in Agent's account, with any interest/income accrued payable to Agent.

CHECK IN shall begin at 4:00 P.M. on the arrival date. Arrival before 4:00pm will result in an automatic \$100.00 charge to the credit card on file. To avoid this automatic charge; please contact the office to see if early check in is available.

GRIEVANCE POLICY Please contact us immediately with any complaints or concerns and we will do all we can within our policies, and guidelines, within reason to accommodate you.

CHECK OUT on the date of departure shall be promptly, and no later than 10:00 A.M. Guest's failure to timely check out and vacate the Property will subject Guest to additional charges including additional rental charges.

TAXES as required by Florida include the collection of a six percent (6.5%) sales and use tax on all fees for goods and services charged to Guest and a five percent (5.0%) lodging tax on the rate. Taxes are subject to change.

CANCELLATIONS We understand that your plans might change and you may desire to cancel your reservation. In such an event, all cancellations must be in writing and received by Agent. Guest shall be entitled to a refund of all deposits, less \$150.00, plus sales tax administrative fee for all cancellations made at least 60 days in advance of the scheduled arrival date. Guest shall forfeit all deposits, processing fees, and taxes paid to Agent for any cancellation made less than 60 days prior to the scheduled arrival date, unless the Property is re-booked for the same dates and same rate as Guest's reservation.

NOTICE to Mgt. Co. is proper only if emailed to info@gokingfisher.com

PET POLICY. Pets are not allowed unless specifically authorized by Mgt. Co. in writing; subject to size & breed limitations; and, payment of a pet fee. In the event that a guest has a pet in the Property where it is not allowed or, where permitted, the Guest has not paid a nonrefundable pet fee, Guest will be required to immediately vacate the Property and forfeit all payments made to Agent. Notwithstanding the payment of a nonrefundable pet fee, Guest shall be responsible for all damages caused by any pets brought onto the Property. SERVICE ANIMALS. "Service Animals" as defined by §413.08, Fla. Stat. (2017) are exempt from this section. The Mgt. Co. reserves the right to remove any service animal or pet for inappropriate behavior. A person who knowingly

and willfully misrepresents herself or himself as using a service animal or being qualified to use a service animal commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083. EMOTIONAL SUPPORT ANIMALS (ESA's). ESA's are subject to the pet policy.

HEALTH AND SAFETY CONCERNS LEAD-There are no known lead-based paint hazards on The Property. **WILDLIFE-**Florida wildlife may pose a danger so approach all wildlife & outdoor areas with caution. **BED BUGS-**The Property has been inspected to ensure no bed bugs are present, so the presence of any bed bugs is presumed to have been caused by Guest unless Guest provides clear and convincing proof otherwise. Guest must vacate the property immediately without refund and pay for treatment to remove the bed bugs. **ALLERGENS AND AGGRAVANTS-**Houses are cleaned according to usual and customary accommodations standards by Mgt. Co. Guest agrees that it is Guest's responsibility to remediate any symptoms resulting from allergies or aggravants, including but not limited to coughing and sneezing. **SMOKING AND VAPING-**Smoking and vaping are prohibited inside the Property, including under any covered outdoor areas and in the garage. Only if allowed by association rules, Guest may smoke or vape in the uncovered outdoor areas of the Property but is responsible for properly disposing of any resulting trash, including but not limited to cigarette butts and ash. **FIREPLACE USAGE-** All guests and third-party invitees are strictly prohibited from using any fireplace located on the Property. **CANDLE USAGE.** Guests are prohibited from using candles inside or outside of the house, including under any covered area and in the garage. **LOCKED AREAS-** Guest may not receive keys to some areas of the Property, including personal storage areas. These areas are exempt from this agreement. They will be locked, and entry by Guest prohibited. Forced entry into these areas is cause for immediate termination and Guest will be charged for damage and/or missing items.

ALL RENTALS ARE TO FAMILIES AND RESPONSIBLE ADULTS ONLY Guests are not allowed to organize graduations, proms, gatherings, reunions, weddings, receptions or any other function similar in nature. Any guest under 21 years old must be accompanied by a parent or guardian. Reservations obtained under false pretenses will cause forfeiture of all payments and guests will be asked to vacate the rental property. Guest acknowledges that he/she will personally occupy the property for the entire reservation period and will not permit anyone else to occupy any portion of the property. Guest agrees that the premises shall not be used for any illegal or unlawful purpose. Occupancy and use of the premises and common areas in such a fashion that disturbs or offends other guests or residents shall be deemed grounds for termination. We wish you to have an enjoyable vacation, please respect the rights of other guests. Agent does not allow house parties in any rental property. Sanibel & Captiva are communities with full time residents and families; guests will mind noise levels from outdoor areas of the property, especially after 9pm, as they would want from visitors to their own neighborhoods (including speakers, nighttime outdoor parties, pools, hot tubs, yards, patios/porches/lanais/decks, etc.).

PARKING There is no street parking permitted on Sanibel or Captiva islands. Cars parked on streets are subject to ticketing, fine and/or towing. Please ensure you are parked in proper areas of rental houses, and for condos, in designated spots only.

CONFIRMATION Your reservation is not confirmed until Agent has received all required and necessary payments, signed documentation and verifies that the reservation is confirmed. The specific rental property assigned in the confirmed reservation is not guaranteed. In certain situations, certain changes must be made to confirmed reservations and Agent reserves the right to adjust, modify, or cancel any confirmed reservation for inaccuracy or misquoted information at no penalty to Kingfisher. If Guest is dissatisfied with the adjustment or modification (including rate adjustments) to the Guest's confirmed reservation, Guest may cancel the reservation within three (3) days of receiving notice from Agent of the adjustment or modification without any cancellation penalty, but Guest shall have no further right or remedy.

ALL ACCOMMODATIONS are confirmed with the understanding that all guests will abide by the rules and regulations prescribed by individual owners, condominium or homeowner associations as required for each rental property.

ALL PROPERTIES are equipped and furnished to the Owner's taste. Agent is not responsible for Guest's dissatisfaction with the aesthetics of the rental property. One roll of paper towels, one garbage bag per receptacle, one roll of toilet paper per restroom, pillows, blankets, bath towels and linens are provided. Your rental property is cleaned prior to your arrival and upon your departure, but daily maid service is not included. It can be arranged with a minimum of 24 hour notice for an additional charge. Cribs and other child care needs or other guest convenience items are offered at an additional charge and can be arranged prior to guest arrival.

MAINTENANCE AND SERVICE In the event of any malfunction of any equipment within the rental property including, air conditioning, televisions, hot tubs, pools, and appliances, Agent will, upon notice from Guest, diligently work to repair the malfunctioning items. Please report any problems to Agent as soon as possible, as we may need to contact outside vendors to repair and/or replace equipment. Should a repairman make a call to a rental property and find the equipment is not in working order due to guest neglect, misuse or oversight, the fee for the service call will be charged to the guest. There are no rebates or refunds issued to Guests for any reason as every good faith effort is made to insure the property is maintained to highest standards. Sometimes it is necessary for tennis courts, swimming pools and other amenities to close for maintenance purposes. No adjustment can be made for circumstances beyond our control or for malfunction or loss of equipment or amenities. The rental property owner or rental property association controls pool temperatures. Agent is not responsible for pool or spa temperatures, closures or malfunctions. Rental properties are treated for pest control by the condominium association or by a contracted pest

control company. Agent will make every effort to address pest control concerns, but is not responsible for rebates due to the presence of pests or in the event of untimely service by pest control companies.

CARE OF PROPERTY by Guest is expected to be as if the property were their own. Guest acknowledges that unless Agent is notified on day of check-in of any damage or cleaning concerns, then thereafter, all damages or concerns to the property during the occupancy will be Guest's responsibility and must be reported to Agent and paid prior to departure.. Rearranging of furniture is not permitted. Guest must leave the property in a clean condition to include the following: all trash removed, if you take the trash bins to the street please bring the empty bins back in a timely manner, all dishes washed and put away, all doors and windows closed and locked.

ADDITIONAL CHARGES Guest agrees to pay for any electricity charges over the average and customary per month. Guest agrees to pay for any damages to the Property not resulting from normal wear and tear, as well as charges incurred during Guest stay, including but not limited to telephone charges, maid service, and equipment rental, resort amenity privileges, lost keys. Guest agrees to pay for any citation given as a result in not following the Sea Turtle lighting requirements. (Sea Turtle Requirements include: Closing Curtains, Blinds, and Turn off Lights after 9pm for Beach Front Properties). **Additional Charges and Forfeiture**-Guest is not entitled to a refund, partial or otherwise, if removed or ejected from property for violation of this agreement. \$150 for each 2-hour period or portion thereof of unauthorized early arrival or late departure, odor removal due to smoke, pets, or otherwise, failure to return key(s), excessive cleaning including for dirty dishes and leaving items to be disposed, trash or otherwise, and non-emergency use of fire extinguishers, and; the invoiced amount plus \$25 to remedy fines issued, replacement of missing items, damages not covered by Damage Deposit, stains, bed bug treatment, long distance phone calls, and pay-per-view purchases. Guest authorized Agent to charge the credit card used by Guest to pay his/her/its deposit for any and all additional charges.

UNITS FOR SALE In the event that the rental property, which guest is renting, is listed for sale, we may find the need to show the property during a guest's stay. We will make every attempt to schedule the showing at a convenient time so as not to disturb your vacation. By acceptance of the agreement guest agrees to allow rental properties to be shown.

ENTRY OF PREMISES Guest agrees to allow Agent's employees, vendors, contractors or subcontractors access to the rental property for any reason and any time to make repairs, improvements, care for or manage the property. Notice must be provided to extent reasonable under the circumstances.

POOL USAGE: If your rental home is equipped with a pool, Guest will agree to the following usage. The pool has no lifeguards or other attendants at the pool, Guests are expressly responsible for the safety of themselves, members of their families and guests using the pool, and in so using or permitting to be used, specifically waive any liability claims against owner or rental agency. Guests further agree to adhere to the following Pool rules at all times:

A. Guests shall not permit any juvenile member of his family or guest or any adult who is not sufficiently trained in swimming to utilize the Pool or be around the Pool without being accompanied and properly supervised at all times by an adult attendant who is able to swim and can protect such juvenile/non-swimming adult. Pool area entry or exit gates must be closed at all times and may never be propped open, or otherwise rendered inoperable for any purpose, even temporarily.

B. Deck(s) and Patio: Guests hereby acknowledge and are fully aware that the premises also include a patio, pool area and deck(s) which can be dangerous and slippery when wet. The guest accepts and assumes any and all risks involved in use of or in connection with or related to the Pool and the Pool area, including but not limited to the deck(s) and patio areas.

C. Pool & Hot Tub assumption of risk. Guest is responsible for all occupants and guests. Guest assumes responsibility to provide adult supervision.

HURRICANES and other inclement weather are always a possibility. Please note that June through November is hurricane season. Guest agrees to comply with Agent's Hurricane Policy, instructions from Agent's staff and any advisory statement from any local emergency authorities. We would encourage guests to purchase trip insurance to protect your investment, as owners are not required to rebate in the event of a voluntary or mandatory evacuation.

IN THE EVENT that the Owner is unable to deliver said property to Guest under this agreement prior to occupancy because of fire, eminent domain, act of nature, double booking, delay in construction or other reason, Guest hereby agrees that Agent reserves the right to move, relocate, reassign or change the rental property noted on this confirmation. Under no circumstances does this confirmation guarantee the rental property selection or assignment. Kingfisher will make every effort to rebook the guest in a comparable rental property. Pursuant to the terms of this agreement, Guest expressly acknowledges that in no event shall Agent or Owner be held liable for any consequential or secondary damages, including but not limited to, any expenses incurred as a result of moving for any damage, destruction or loss.

NEITHER AGENT nor Owner shall have any responsibility for lost, stolen or abandoned items. There will be a \$25.00 plus shipping for any returned items.

THE GUEST agrees to release and indemnify Agent and Owner from and against all liability, damages, actions, causes of action, claims, losses and/or expenses, arising in

connection with or based on injury to or death of any person, or damage to property, resulting from any cause whatsoever.

CAUSEWAY TOLL charge is a \$6.00 round-trip toll to reach Sanibel and Captiva. Agent does not reimburse toll charges.

IF THE GUEST or any member of his party violates any of the terms of this agreement, the Agent may, at the Agent's sole discretion, terminate this reservation with no refund of the used portions of the funds unless the property is able to be re-rented, and may enter the premises and remove Guest, the members of his party and their belongings.

RESERVATIONS MADE BY OTHERS We understand that Guest may book its reservation through sources other than directly with Agent. All reservations made by owners, outside travel agents and or reservation services are subject to Agent's rules and policies. Agent is not responsible for inaccurate or misleading representations presented by others.

AGENCY DISCLOSURE Kingfisher serves as agent and representative of all owners of condominium units and private dwellings in its rental program and is acting at all times in and for the best interest of the owner.

ACCURACY OF INFORMATION: To the best of Agent's knowledge the information contained on this confirmation and our websites is accurate but not guaranteed. Descriptions, rates and property amenities listed on this confirmation are subject to change without notice. Omissions, additions or errors as well as changes in property bedding, furnishings, equipment, etc., shall not be the responsibility of Agent, owner, or agent.

RISK OF LOSS-Each Party shall be responsible for loss, damage, or injury caused by his/her/its own negligence or willful conduct, or concerning Guest, also caused by members of Guest's party and Guest's licenses & invitees. INSURANCE-Each party must carry appropriate insurance. LOST OR STOLEN PROPERTY-Mgt. Co. is not responsible for lost or stolen property. Guest agrees that personal property left on Property at the end of al Period shall be deemed abandoned if good faith attempts to return it fail. DEFAULT STATUS OF PERSONS-Guest agrees that all persons on Property have transient status pursuant to § 82.045 Fla. Stat. (2017). GROUNDS FOR REMOVAL-Guest agrees The Mgt. Co. has the right to remove any persons in violation of § 509.141 Fla. Stat. (2017). Guest agrees to removal by police or to vacate the Property unless Mgt. Co. indicates otherwise. REMEDIES-The sole remedy for failure to provide reserved accommodations is a prorated refund. There are no free upgrades due to unavailable

accommodations. WAIVERS-Mgt. Co. warrants property quality only to the extent it satisfies legal and contractual requirements, notwithstanding any pictures and presentations otherwise which, despite Mgt. Co.'s reasonable efforts otherwise, could be construed as not being not as described. And Guest waives his or her right to claim the property was not as described. REPLACEMENT COST-Guest will be charged 10% of the replacement cost for any administrative work required as a result of his/her/its own negligence or willful conduct.

RELEASE; Indemnity: In consideration for the use of the rental property and the other terms and provisions of this confirmation, Guest agrees as follows: (i) Neither Agent nor any of Agent's agents, officers, directors, shareholders, employees, or other representatives (hereinafter, collectively referred to as the "Agent Parties") shall at any time be liable or responsible in any way whatsoever for any loss, injury, death, or damage caused or arising in connection with the Guest's (including members of Guest's travel party and any visitors or invitees of Guest) use or occupancy of the rental property or any of the amenities, or as a result of acts of god, acts of government or other authorities, wars, civil disturbances, hijacks, thefts, or any circumstance beyond its control; and (ii) Guest with the intention of binding him/her/itself, his/her/its successors, legal representatives, directors, stockholders and/or assigns, as the case may be, hereby releases and forever discharges each of the Agent Parties, and indemnifies and holds the Agent Parties harmless, from and against any and all liability, damages, actions, causes of action, claims, losses and/or expenses (including but not limited to attorneys' fees, court costs and expenses) (hereinafter collectively referred to as "Losses"), arising in connection with or based on injury to or death of any person, or damage to property, including the loss of use thereof, caused in whole or in part by Guest or any member of Guest's travel party, including without limitation visitors or invitees of Guest, regardless of whether or not caused in whole or in part by the negligence of one or more of the Agent Parties; provided, however, this indemnification shall not apply with respect to losses arising directly from the willful misconduct of any one or more of the Agent Parties.

Entirety. This is the entire agreement, superseding all related previous negotiations, agreements, and UCC implied terms. **Interpretation.** This agreement shall not be construed in favor of the non-drafting party. **Modification.** Only company owner has authority to modify this Agreement, which must be in writing. **Assignment.** Any attempted assignment, delegation, or sublease of this Agreement is invalid. **Severability.** If any provision of this Agreement is invalid or unenforceable under governing law, it shall, to the extent possible, be construed or applied in such a manner as will permit enforcement; otherwise this Agreement shall be construed as if that provision had never existed. **Warranties.** No warranties exist unless expressly stated herein. **Discretion.** Mgt. Co. has sole discretion concerning determination of breach or remedy, subject to good faith and adherence to usual and customary practices in the vacation home market. **Reliance.** Guest acknowledges that he/she/it has not relied upon any current or prior representations or understandings and waives any related rights or claims. **Performance.** Mgt. Co. is excused from performance when

made impracticable by the occurrence of a contingency, the non-occurrence of which was a basic assumption on which the contract was made. **Waiver.** No breach of this Agreement will be waived without the express written consent of the Party not in breach. **Remedies.** The exclusive remedy for breach of this contract is limited to actual financial losses, and, as governed in this agreement, reasonable attorneys' fees & costs, which is agreed to be an adequate remedy. Regardless of the failure of the exclusive remedy, Mgt. Co. will not be liable for consequential damages. **Liquidated Damages.** The parties agree liquidated damages in this agreement constitute non-punitive and difficult to forecast damages. **Arbitration.** Any controversy or claim directly or indirectly connected to this contract, including, but not limited to, credit card dispute process and civil litigation, shall be settled by arbitration and shall be administered by the American Arbitration Association with one Arbitrator in Lee County, FL. Judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction. Parties agree this clause provides a reasonable alternative to civil litigation and credit card disputes because it is mutually agreed to and administered by a neutral party. **Chargebacks.** Guest waives any right to dispute a credit or debit charge, request or demand a chargeback, or dispute that a detailed item description was provided, contact information was clearly and prominently displayed, and grievance policy instructions were provided. **Litigation Terms.** For litigation between the parties not subject to the arbitration clause, the 20th Judicial Circuit of Florida shall be the exclusive forum for any claims related to this agreement unless there exists exclusive Federal jurisdiction, in which case it shall be the U.S. Dist. Ct. for the Middle Dist. of FL. Claims shall be governed by the laws of FL to the exclusion of all other laws, conflict of law principles, and legal theories. The parties waive their rights to a jury trial. The prevailing party shall be entitled to reasonable attorneys' fees and costs from the non-prevailing party for defending chargeback demands, public, social media, BBB, administrative, or other complaints and litigation arising out of this agreement or otherwise. **Hold Harmless & Defend.** Guest agrees to hold harmless and defend Mgt. Co. and its agents against any third-party complaints. **Indemnity.** Guest agrees to indemnify Mgt. Co. for the reasonable cost to defend and any payments made to settle any third-party claims including those made by members of the Guest's party and invitees & licensees of Guest on the Property. **Third Party Beneficiaries.** No party has third-party beneficiary rights under this agreement as any benefits received are merely incidental. **Conflict of Terms.** In the event of any material conflict between the terms of this Agreement and any other agreement, the terms of this Agreement shall control. **Data Usage.** Guest consents to the use by Mgt. Co. of its data, subject to governing law.

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

Pertaining to properties providing Amenities including but not limited to golf carts, kayaks, bicycles, paddle boards.

The individual named below (referred to as "**I**" or "**Me**") desires access to utilize some of the amenities, including but not limited to a golf cart, kayaks, bicycles paddle boards (the "**Equipment**"), supplied for personal use while staying at the vacation

rental home located in Sanibel or Captiva, Florida(the "**Property**") provided by Agent or Owner, including but not limited to the use of the golf cart by guest and any of my invitees or guests, as well as operation of the bikes and kayaks, located on the Property (each individually or collectively the "**Activity**"). In consideration of being permitted by the Company, Agent, Owner to utilize the Equipment and participate in the Activity, and in recognition of the Company's requirement of, and reliance upon, this Release in allowing such use, I agree to all the terms and conditions set forth in this instrument (this "**Release**").

I acknowledge and understand that as an absolute condition of the use of such Equipment and undertaking of any Activity, that I shall use prudent care and shall comply with any state, local or federal laws related to such Activity. I shall also comply, and shall assure compliance by any invitees or guests, with any and all rules stipulated by the Company, or any of its agents or representatives, at all times. I shall properly secure the Equipment and always maintain control over such Equipment, and I shall store the Equipment when not in use, including returning the Equipment to its initial storage area upon my departure.

I hereby expressly waive and release any and all claims, now known or hereafter known, against the Company, Agent, Owner and its officers, employees, agents, affiliates, members, successors, and assigns (collectively, the "**Releasees**"), on account of any loss, injury, disability, death, or property damage arising out of or attributable to my participation in the Activity, whether arising out of the ordinary negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasees, and forever release and discharge the Company and all other Releasees from liability under such claims. I acknowledge that I shall be responsible for all costs, fees, claims, losses, damages, or other liabilities or obligations associated with or arising out of my participation in the Activity or any use of the Equipment during my stay, including but not limited to payment to the Company for the cost of any repair or replacement of the Equipment, as determined advisable in the reasonable discretion of the Company.

I shall defend, indemnify, and hold harmless the Company, Agent, Owner against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney's fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by/awarded against the Company or any other Releasees, arising out or resulting from any claim of a third party related to the Activity, including any claim related to my own negligence or the ordinary negligence of the Company.

I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Company from any claim based on such treatment or other medical services.

I AM AWARE AND UNDERSTAND THAT THE ACTIVITY IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE COMPANY, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF LOSS, INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM OR RELATED TO THE ACTIVITY OR ANY OF THE AMENITIES, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.

This Release constitutes the sole and entire agreement of the Company, Agent, Owner and Guest with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on Me, as well as any other parties utilizing the Equipment or participating in the Activities during my stay, and shall inure to the benefit of the Company and their respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only the federal and state courts.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.

GUEST ACKNOWLEDGES they have reviewed and understand these terms and agree to be bound thereby.

Signed:

Printed Name:

Address:

Date: _____