

## SHORT-TERM RENTAL AND LIABILITY WAIVER AGREEMENT

THIS SHORT-TERM RENTAL AND LIABILITY WAIVER AGREEMENT (this "Agreement") is entered into as of the date of electronic acceptance by the undersigned guest ("Guest"), by and between RELAXN LLC, a Florida limited liability company ("Owner"), and Guest. Guest and Owner may be referred to herein individually as a "Party" and collectively as the "Parties."

Owner is the lawful owner of the residential condominium unit located at 1513 Ocean Shore Blvd, Unit 11A, Ormond Beach, FL 32176 (the "Premises"). Guest desires to temporarily occupy the Premises for short-term vacation purposes only, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. USE AND OCCUPANCY.** Guest shall use the Premises solely for temporary, short-term vacation lodging and for no other purpose. Guest shall not conduct or permit any unlawful, commercial, disruptive, or nuisance activity, including but not limited to parties, events, commercial filming, or unauthorized gatherings. Guest shall comply with all federal, state, and local laws, condominium association rules, regulations, and policies, and any posted property rules. Maximum occupancy limits imposed by Owner or the condominium association must be strictly observed. No subletting or assignment is permitted.
- 2. CONDITION AND CARE OF PREMISES.** Guest accepts the Premises in its existing condition, having been given an opportunity to inspect prior to occupancy. Guest shall maintain the Premises, furnishings, fixtures, and common areas in a clean, sanitary, safe, and orderly manner and shall promptly report any damage or needed repair. Guest shall return the Premises in the same condition received, reasonable wear and tear excepted.
- 3. PAYMENT; SECURITY; DAMAGES.** Guest shall timely pay all rental amounts, cleaning fees, taxes, and other charges in accordance with the booking terms provided by Owner or booking platform. Guest authorizes Owner to charge Guest for (a) damage to the Premises or common areas caused by Guest or Guest's invitees, (b) excessive cleaning, (c) lost or damaged keys, fobs, or access devices, and (d) condominium association violations or fines attributable to Guest. Guest acknowledges that Florida's transient rental laws (Fla. Stat. Ch. 509) apply to this Agreement.
- 4. POOL, BALCONY, BEACH, AND SAFETY RULES.** Guest acknowledges that the Premises includes access to balconies, oceanfront areas, common elements, and pool facilities, all of which present inherent risks, including risk of injury or death. NO LIFEGUARD IS PROVIDED. Glass containers, running, diving, climbing, leaning, or sitting on balcony railings, and throwing objects from balconies are strictly prohibited. Guest shall ensure that all minors are continuously supervised by a competent adult in all areas, including balconies, pool, beach access, elevators, and common areas.
- 5. ASSUMPTION OF RISK AND WAIVER.** Guest acknowledges that staying at a beachfront condominium and using related amenities involves risks, including but not limited to drowning, falls, furniture hazards, wildlife encounters, rip currents, weather events, and building/common area conditions. Guest voluntarily assumes all risks of injury, death, and property damage

associated with occupancy and use of the Premises and common facilities, including risks arising from Owner's ordinary negligence but excluding gross negligence or intentional misconduct.

Guest, on behalf of themselves and all members of their party, hereby releases, waives, and discharges Owner, its managers, agents, employees, successors, and assigns (collectively, the "Released Parties") from any and all claims, demands, losses, causes of action, damages, and liabilities of any kind arising out of or related to Guest's stay or use of the Premises.

6. **MINORS; FLORIDA STATUTORY NOTICE.** Guest represents and warrants that Guest is the natural guardian or legal custodian of any minor child residing or visiting the Premises. Guest agrees to supervise all minors at all times. The following notice is required by Florida Statutes §744.301(3) and applies to activities at the Premises:

#### **NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN**

**READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE RELEASED PARTY USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASED PARTY IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASED PARTY HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

For purposes of this notice, "**Released Party**" means Owner, its managers, trustees, members, employees, agents, successors, and assigns.

Guest agrees to indemnify and defend the Released Parties from any claim brought by or on behalf of any minor unless caused solely by Owner's gross negligence or intentional misconduct.

7. **NO THIRD-PARTY BENEFICIARIES.** No person other than the named Guest may assert rights under this Agreement. Guest shall be responsible for ensuring all invitees, occupants, and minors comply with this Agreement.
8. **INSURANCE.** Guest acknowledges Owner's insurance does not cover Guest's personal property, injuries, medical expenses, or trip interruption. Guest is strongly encouraged to obtain travel or renter's insurance.
9. **TERMINATION; REMOVAL.** Owner may immediately terminate this Agreement and require Guest to vacate the Premises without refund for violation of this Agreement, condominium rules, or applicable law. Guest acknowledges that Florida transient lodging laws permit immediate removal for violations.

**10. GOVERNING LAW; VENUE; JURY WAIVER.** This Agreement shall be governed by Florida law. Venue shall lie exclusively in Volusia County, Florida. EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO TRIAL BY JURY. The prevailing party in any dispute shall be entitled to recover reasonable attorneys' fees and costs, including pre-suit and appellate fees.

**11. MISCELLANEOUS.** This Agreement constitutes the entire agreement between the Parties. If any provision is held unenforceable, the remainder shall remain in effect. Execution and acceptance may occur via electronic means, including click-wrap acceptance or platform booking acknowledgment, each deemed an original.

**BY CLICKING "AGREE" OR OTHERWISE EXECUTING THIS AGREEMENT, GUEST ACKNOWLEDGES HAVING READ AND UNDERSTOOD ALL TERMS, INCLUDING THE LIABILITY WAIVER AND MINOR GUARDIAN NOTICE, AND AGREES TO BE LEGALLY BOUND.**

#### **GUEST INFORMATION**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature (if required): \_\_\_\_\_

Names & Ages of Minors (if any):  
\_\_\_\_\_  
\_\_\_\_\_

Email & Phone: \_\_\_\_\_