

RELEASE & WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Villa Key West and The Coconut Cabana

IN CONSIDERATION for being permitted to enter premises and property for vacation rental located at 3597 San Carlos Dr, St James City Fl., or any other purpose, the undersigned, for himself/herself, his/her personal representatives, guests, children, heirs, and 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 an acknowledgment that he/she has inspected house, deck and 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 appropriate persons.

THE UNDERSIGNED hereby RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Parker Management Solutions, Inc., L. Parker Carwile and/or Elizabeth B. Burton personally and as 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 their presence in or upon the area and whether caused by the negligence of the releasees or otherwise.

WARNING: Use of kayak, boats and hot tub, 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 the water. Elderly persons, pregnant ladies, infants. Never use a bicycle, golf cart or kayak 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 hot tub. Hot tub should be kept at a temperature less than 104° for personal safety. Supervise children at all times to decrease risk of injury or drowning..

THE UNDERSIGNED hereby ASSUMES FULL RESPONSIBILITY FOR RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of the releasees, acts of God or otherwise while in or upon area.

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 area, or else agrees to bear the costs of such damage or injury. The undersigned further that he/she/they have no medical conditions which would interfere with use of hot tub, swimming, kayaking, hiking, bicycling, etc. or else assume and bear the costs of all risks that may be created, directly or indirectly, by any 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 legal force and effect.

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 Lee County, FL

Parker Management Solutions, Inc
L. Parker Carwile and/or Elizabeth Burton

Agreed to by: _____ Date: _____