

Waiver of Liability and Assumption of Risk Agreement Use of Premises Waiver

1. **DISCLAIMER:** This Waiver and Release, is effective upon vacation payment rental received (the "Effective Date"), is made and entered into by and between:
2. [Rentee Full Name] **Vacation Renter or Extended Stay Renter as provided on Rental Form** -
of **address provided by Rentee on Rental Form** : (hereinafter the "Rentee");
And:
[Rentor Full Name] **Joseph Pullaro and Berta Pullaro** - with a registered address located at:
[Rentor Full Address] **1017 So. 66th Street Tampa, FL 33619** - (hereinafter the "Rentor").
3. **Waiver of Liability For Use of Premises Waiver:** In consideration of Rentee's use of the premises of one of these premises:
14816 Capri Lane, Hudson FL 34667 **14820 Capri Lane, Hudson FL 34667**
14982 Edgewater Circle, Hudson FL 34667 **14915 Old Dixie Hwy. Hudson FL 34667.**
Rentee for self, heirs, personal representative or assigns, do hereby release, waive, discharge, and covenant not to sue JPI/ Pullaro Rentals / **Joseph Pullaro and Berta Pullaro** , their heirs/agents from liability from any and all claims including negligence resulting in personal injury, accidents, or illnesses (including death) and property loss arising from use of premises.
4. **Assumption of Risk: Water Front Property:** Use of Water side dock, Sea Wall, Hot Tub and all areas and equipment of property carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The Rentee assumes full responsibility for any such injuries or damages which may occur, and further agrees that Rentor shall not be liable for any loss or theft of personal property. Rentee hereby asserts that participation is voluntary and knowingly assume all such risks.
5. **Release of Liability:** By the execution of this Release, Rentee agrees that Rentor shall not be liable for any damages arising from personal injuries or damages sustained by Rentee or anyone under Rentee's custody, care, control or allowance onto premises. The Rentee specifically agrees that Rentor shall not be responsible for such injuries, damages, loss or theft, EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY Rentor whether such negligence is present at the signing of this Release or takes place in the future.
6. **Indemnification and Hold Harmless:** Rentee also agree to indemnify and hold harmless **JPI/ Pullaro Rentals: Joseph Pullaro and Berta Pullaro**, heirs/agents from any and all claims, actions, suits, costs, expenses, damages and liabilities including attorney fees as a result of use of rental premises.
7. **Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable, such provision shall be stricken and and remainder of the Agreement shall remain in full force and effect to accomplish the intent and purpose of parties. The forgoing waiver and assumption of ricks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Florida and any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
8. **Acknowledgement of Understanding:** Rentee has read the previous paragraphs for this waiver of liability, assumption of risk, and indemnity agreement, and fully understand its terms. Rentee knows, understands and appreciates these and other risks are inherent in the daily activities participated on this property herein. Rentee further warrants awareness to waive any right to bring legal action to assert a claim against Rentor or any Rentor's negligence. Rentee acknowledges signing the agreement freely and voluntarily and intend by signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.