Casita Sirena Waiver

It is understood and expressly agreed that MARSHA PARDEE, OWNER of Casita Sirena, is providing a residential rental only and disclaims any responsibility for any acts or omissions by third persons or other legal entities for the provision of any services, goods or other products which may be provided during the tenancy of this rental agreement. Casita Sirena, its staff and representatives are in no way responsible or otherwise liable for services beyond the normal operation of the property as a vacation rental only. If there is anything concerning the property that does not meet your expectations, please notify management right away. Management, however, has no responsibility nor liability whatsoever for any referrals or recommendations made, offered or provided for by any ancillary services including, but not limited to, car rentals, taxi services, restaurants, chefs, cooks, caterers, groceries, fishing guides, medical, babysitters, nannies, diving, boat trips, boat rentals, SCUBA, air service, shopping, sightseeing excursions, or any other personal service or vender of any type or description. These referrals and/or recommendations are intended for information purposes only and are in no way intended as a guarantee or warranty as to the fitness or suitability of the goods and services offered, either expressed or implied. The OWNER, property management company and its management and staff may recommend any of these or similar services, but in doing so, accept neither responsibility nor liability as principal, agent, contractor, master servant, or promoter.

The RENTER acknowledges that the OWNER provides no lifeguard at the pool on the premises and that any and all guests take full responsibility for their own safety should they wish to engage in use of said pool and hot tub. ANYONE USING THE POOL OR HOT TUB DOES SO AT THEIR OWN RISK.

The RENTER acknowledges that the OWNER provides no lifeguard on the beach adjacent to the premises and that any guests take full responsibility for their own safety should they wish to engage in use of said beach because it is an inherently dangerous activity. ANYONE USING THE BEACH DOES SO AT THEIR OWN RISK. The RENTER also acknowledges that any water sport or other activity, especially in the ocean, is an inherently dangerous activity and that anyone entering the ocean must take adequate precautions at all times to look out for their own safety.

Finally, the RENTER acknowledges that the responsibility for the proper supervision of children is the sole responsibility of the RENTER and other adult guests and that the OWNER and/or management company and/or staff expressly disclaim that the premises and its adjuncts thereto are suited or otherwise designed for children and/or young adults who lack the maturity to recognize the inherent risks associated with the use of a beach, pool, hot tub or anything else on the premises. RENTER is strictly cautioned not to allow children to swim or play in the ocean, pool or hot tub without responsible adult supervision.

| RENTER: | Date: |
|--------------|-------|
| (print name) | |
| Signature: | |

I hereby agree to the terms and conditions as set forth in this agreement: