



CASTAWAY COTTAGE AMENITIES AND EQUIPMENT WAIVER

The following terms apply to the use, misuse or handling of any pools, spas, boat docks, boat lifts, decks, furnishings or other amenities provided belonging to Landlord ("Amenities") and barbeque grills, golf carts, bicycles, kayaks, paddle boards, beach toys, carts or other equipment ("Equipment") that Homeowner may store from time to time on location at the property known as "Castaway Cottage" 706 Rose Street, Anna Maria, Florida 34216 and privately owned by Dan and Lori Pekarek ("Landlord"):

1. The person responsible for renting through Landlord (who executes this Rental Agreement via their signature or electronic signature) (hereinafter "Operator") assumes complete liability for the care of and use of the Amenities and Equipment during their stay, and assumes full liability and responsibility for ensuring adherence to the rules and regulations and safety information provided herein or at the City of Anna Maria or any other regulating authority where the Amenities and Equipment are being operated.
2. Operator authorizes Landlord to charge the damage deposit credit card or checking account on file for any damages, costs or liability resulting from or arising out of the use of the Amenities and Equipment consistent with the terms of this waiver and agreement. The Peace of Mind / Accidental Damage Waiver does NOT cover damage to the Amenities and Equipment or damage caused by the use or misuse of the Amenities and Equipment, whether accidental or otherwise.
3. Operator expressly acknowledges and agrees that operating the Amenities and Equipment involves the risk of serious bodily injury or death, and/or property damage and hereby assumes such risk knowingly and voluntarily. There are no lifeguards on the canals or public beaches accessible by Castaway Cottage; any use of these areas shall be at the sole risk of Operator and/or Operator's Guests.
4. Operator expressly acknowledges that he/she and any additional operators permitted to use the Amenities and Equipment are licensed drivers, over the age of 18 (age 25 for the golf cart), covered under the insurance provided and that they are familiar with the safe operation of the Amenities and Equipment and are certain of their own ability to operate the Amenities and Equipment safely. Because many of the local communities have a no tolerance policy for the operation of golf carts by persons under 25, which may result in the homeowner's loss of use of the golf cart, Landlord has adopted a similar no tolerance policy. If a person under 25 is found to have operated the Golf Cart provided, Operator will be fined \$750.00 on the credit card or account provided.
5. In consideration of being permitted to operate and ride on the Amenities and Equipment being provided, Operator does for themselves, their guests, their heirs, executors, administrators and assigns, hereby release and forever discharge Landlord, it's owners, agents, employees and assigns, as well as the Owners of the rental property and their assigns, from any and every claim, demand, action or right or action of whatever kind or nature, either in law or in equity, arising from or by reason of any bodily injury or personal injuries, known or unknown, death or property damage resulting, or to result, from any accident that may occur and any activities in the operation of the Amenities and Equipment by negligence or otherwise that result in injury or damage.

6. No one is permitted to operate or drive the golf cart unless they are at least 25 years old and possess a valid driver's license, covered under the insurance provided, and are operating the golf cart with the express permission of Operator, who hereby indemnifies and hold harmless Landlord, its owners, agents, employees and assigns, as well as the Owners of the rental property and their assigns, from and against any claims or suits made or filed by said authorized driver.

7. Golf carts are only allowed to be driven on the street within the City limits of Anna Maria and as far south into Holmes Beach as the Shell gas station. The golf carts are not allowed on any state or county roads or on any bridges leading off of the island.

8. Rules of the road apply when golf carts are being driven through the City of Anna Maria. Operator will obey all local, state and federal regulations regarding the operation of this equipment on public traffic ways, parking lots, and in public areas.

9. Operator acknowledges golf carts, if made available, may be driven at night only if they are equipped with proper headlights and taillights.

10. Operator agrees to properly secure the Amenities and Equipment at all times to avoid theft, damage or unauthorized use.

11. Operator agrees that all Amenities and Equipment will only be left at Castaway Cottage overnight and not at any other locations unless otherwise noted herein.

With your signature or electronic signature to this Rental Agreement its incorporated Addenda, you consent that you have read, understand, and agree to this Amenities and Equipment Liability Waiver and Damage Addendum. You are also stating that you, your family, your guests, or anyone that utilizes the Amenities and Equipment found on site at Castaway Cottage has read, understands, and agrees to this AMENITIES AND EQUIPMENT WAIVER and holds both Landlord and all owners of Castaway Cottage completely harmless and free of any and all liability that may arise from use of the Amenities and Equipment as provided for my fully above.

ALL GUESTS OVER AGE 18 MUST PRINT/SIGN/DATE BELOW.

In addition to signing this waiver, golf cart drivers must be over age 25 and provide a copy or photo of their driver's license and proof of US Auto Insurance.

Signature

Print Name

Date

1.

2.

3.

4.