Waiver of Liability, Assumption of Risk and Protection Agreement

Waiver: In consideration of being permitted to participate in activities (hereinafter called "The activity") associated with the rental of vacation rental from So Cal Hot Properties, including but not limited such actions as riding bikes, swimming in pool, playing tennis, cooking, barbequing and other uses of this property for I, myself, my heirs, personal representatives, friends or assigns and fellow guests and renters, **do hereby release, waive, discharge, and covenant not to sue the owners of properties represented by So Cal Hot Properties** being the Hermanns family, or any member of the Hermanns family, Yvonne Bernard or any member of the Bernard family and So Cal Hot Properties **from any and all claims including the negligence of the Hermanns family, or any member of the Hermanns family** resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to "The Activity".

_____ _____ _____

Signature of Renter Please print Date

_____ _____

Signature of parent Guardian of minor

Property you are renting: Pineapple Beach House

Dates of Rental: From _____ To _____

Assumption of Risk: Participation in "the Activity" (riding bikes, Jacuzzi, pool…) carries with it certain inherent risks that cannot be eliminated regardless of care taken to avoid injuries. The specific risks vary from one activity to another but risks range from minor injuries such as scratches, bruises, and sprains; major injuries such as eye injury, joint or back injuries, heart attacks and concussions to catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the Activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD the Hermanns family and its members HARMLESS from any and all claims, actions, suites, procedures, costs, expenses, damages, and liabilities, including attorney's fees brought as a result of my involvement in The Activity and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by law of the state of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledge of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement free and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

_____ _____ _____

Signature of Renter Please print Date

_____ _____

Signature of parent Guardian of minor