



Orlando Area Luxury Rentals, LLC  
9512 Oak Island Lane, Clermont, Florida 34711  
www.orlandoarealuxuryrentals.com  
Telephone: (352) 978-8730 \* Facsimile: (305) 832-0524

## **NO OWNER OR AGENT LIABILITY; INDEMNIFICATION**

**All adult guests MUST sign for themselves prior to accessing or upon arrival at the Estate!**

Guest acknowledges and agrees that Guest is renting and using 9512 Oak Island Lane, Clermont, FL 34711 aka "The Ever After Estate 62 acre private marsh island" and herein referred to as "the Premises" and any other amenities, whether on or off the Premises, at Guest's sole risk. There are potentially dangerous attractions both indoors and outdoors all around the property and serious injury and/or death could occur. Notwithstanding the presence of an alarm or other security system on the Premises (if any), in no event shall Agent or Owner be liable for any damage or injury to Guest or any other person, or to any property, occurring in or around the Premises (including, without limitation, as the result of any criminal activity, negligence, casualty, or other anticipated or unanticipated event), except to the extent the damage or injury is the proximate result of the gross negligence or willful misconduct of Agent, Owner, Owner's agents, or Owner's employees. The parties also acknowledge that the Premises contain a number of dangerous activities, buildings, toys, games, and other attractive nuisances (including but not limited to a slides, carousels, a golf cart, zip-line (not for Guest use), ball pit, and other similar distractions). Guests are responsible for looking over bicycles prior to use and wearing helmets during their use. Finally, Guest agrees that (s)he is taking possession of the Premises with the full knowledge and understanding that the Premises is significantly wild and undeveloped and that there are a number of animals, insects, reptiles, vegetation, and other wildlife at or on the Premises which may be dangerous to Guest and could cause severe and serious physical harm including, but in no event intended to limit this waiver to, allergic reactions, animal bites, poisoning, dismemberment, hospitalization, and/or death.

Guest agrees to indemnify, defend, and hold harmless Agent and Owner for any liability, costs (including, without limitation, reasonable attorneys' fees), damages, or claims therefore to the extent caused by the negligent, willful, or intentional act or omission to act of Guest or Guest's family, guests, or invitees or by any animal(s) or other wildlife. Each party waives the right of subrogation against the other party.

- i. Joint and Several Liability.** If Guest is more than one person, each person shall be jointly and severally liable for the performance of Guest's obligations under this Agreement. To the extent that any Guest is a minor, then the person signing this Agreement on behalf of that minor hereby warrants that he or she is the legal guardian of that minor and that he or she is waiving any rights that the minor may have to contest or dispute the application of this Agreement to the minors rights.
- ii. Governing Law; Jurisdiction; Venue.** The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Florida. For purposes of interpretation of this Agreement, Part I (Non-Residential Tenancies) of Florida Statutes Chapter 83, as amended from time to time, shall control. The parties agree that the exclusive jurisdiction and venue for any action arising out of or related to this Agreement shall be in the Circuit or County courts (as applicable) for the Fifth Judicial Circuit in and for Lake County, Florida.
- iii. Limitation of Owner and Agent Liability.** In any action brought by Guest against Owner or Owner's agents, employees, officers, members or affiliates, Guest shall look only to Owner's interest in the Premises and to no other property or assets of Owner or Owner's agents, Agent, employees, officers, members or affiliates. To the extent that Owner has general liability insurance benefitting the Premises,



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Guest hereby agrees that any claim against Owner shall be limited to the amount of such general liability insurance benefit(s).

**iv. Dispute Resolution.** If any dispute involving the Agent, Property Owner, and/or Guest should arise, the parties shall attempt to resolve such dispute by good faith negotiations. If such good faith negotiations are unsuccessful, then they shall attempt to resolve their dispute through mediation. Upon the discovery of any matter which may result in a dispute, such matter/dispute shall be identified in writing to the non-complaining party within ninety (90) days of the first available opportunity to discover the matter/dispute; demand for mediation shall be made within sixty (60) days of written notice of the dispute with the party making the demand to offer no less than three (3) mediators in the Central Florida/Lake County area. The non-complaining party shall have forty-five (45) days to select a mediator from the list provided to it and the mediation shall be set for no more than ninety (90) days from the date of the mediation demand. If necessary, mediation shall be conducted in Lake County, Florida by a Central Florida/Lake County mediator, in accordance with the Florida Supreme Court mediation rules. If the mediation is unsuccessful, then litigation may commence in accordance with the governing law, jurisdiction, and venue provisions of this Agreement. Should either party fail to comply with the dispute resolution set forth herein, then that party shall not be entitled to its attorneys fees at trial even if such party is the prevailing party.

**Minor Children Names & Ages (signed for by their parent or legal guardian):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Name:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Legal Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**