



## **COASTAL COTTAGE (Gilbert Reserve Holdings, LLC.)**

**661 Cummings Lane SSI, GA**

### **Amenities waiver to include Pool, Bike & Fire Pit**

*I hereby acknowledge and agree to the following rental agreement terms and conditions:*

\_\_\_\_\_ Bicycles are rented out clean and in proper working condition and must be returned in the same manner. Helmets are included in the rental, and are required to be worn at all times while riding bicycles rented from Coastal Cottage. Renters agree **NOT** to ride bikes from Coastal Cottage on the beach.

\_\_\_\_\_ Bikes are maintained by Monkey Wrench on the two Townie Bikes.. (1708 Frederica Rd, St Simons, GA 31522)

\_\_\_\_\_ Renters agree that swimming in a pool is at your own risk. **NO** lifeguard is on property.

\_\_\_\_\_ Renter acknowledges that the fire pits involve risks including but not limited to personal injury, death, property damage and the like. Do not leave a burning fire pit. Make sure it is out before leaving the fire pit area.

#### ***Bike rental use information***

Customer agrees to return the bike in clean, UNDAMAGED condition to avoid any ADDITIONAL charges for repair, maintenance or replacement. Customer accepts the use of the equipment, AS IS, in good condition and accepts full responsibility for care of the equipment while under his/her possession. Damaged parts or components will be repaired/replaced at the owner's discretion and the customer agrees to pay regular shop rates and retail prices for components replaced. Clean condition means normal wear and tear is accepted but does not include broken spokes, rims, bent rims, damaged frames, handlebars, seats or other parts from misuse and/or crashes. Note: All bikes should be returned clean of mud and debris. Any bike not returned clean will be assessed at \$25 per bike.

Customer agrees to provide COASTAL COTTAGE with credit card details, for precautionary use only: I authorize COASTAL COTTAGE to charge the credit card the have on file for me for all eventual costs in case of damages to the bicycle(s) during my rental period, comprehensive of labour, except in the case that I can demonstrate other's faults with evidence and all necessary information for reimbursement. In case of theft, I will be responsible for reimbursing COASTAL COTTAGE for the original price of the bicycle(s), plus the cost of any accessories that were provided at the time of the bike rental. This can also be used to charge Fire Wood. \$15.00 per 25 Logs.

#### ***Pool Usage & Waiver information***

Gilbert Reserve Holding LLC, Harvey Gilbert/Maria Gilbert (Owner of Property, Releasees) I wish to swim at the 661 Cummings Lane Private Pool during the length of stay at your vacation home. By swimming in the vacation home pool, I recognize and fully understand certain things, including: • At no time is there a lifeguard on duty, you (the renter) are responsible for the safe operation of the pool and are responsible for all persons using the pool during your stay. • My use of the pool facilities during my stay involves certain risks, including but not limited to: 1. The risk of injury resulting from possible malfunction of the pool equipment; 2. The risk of injuries resulting from tripping or falling over obstacles in the pool area; 3. The risk of injuries resulting from unsupervised divers and swimmers colliding; 4. The risk of other injuries resulting from participating in any action in the pool. 5. If heater does not work remotely then we will refund the cost of heating • I recognize and fully understand that the above list is not a complete

or exhaustive list of all possible risks; the list only provides examples of types of risks that I am assuming. In exchange for the Owner allowing me to utilize the pool and area during my stay, I hereby agree to the conditions below. I fully intend and choose to give up the legal rights, as stated below:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against the Owner, its directors, officers, employees, agents, or representatives (hereinafter referred to as the "Releases") relating to my use of the pool and pool area; 2. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury, expense, or other cost that I may suffer or that my next of kin may suffer in connection with my use of the Releases pool or pool area to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES; 3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability to property, or personal injury to, any third party, resulting from the use of the pool or pool area 4. That I am over the age of 18 and that I am responsible and will adhere to all the rules of the property; 5. That this Waiver, Release, and Agreement is fully effective and shall be effective and binding upon me, and my heirs, next of kin, executors, administrators, and assigns, or anyone else authorized to act on my behalf or on behalf of my estate. I have read and understood this document. I am aware that by signing this document, I am waiving certain legal rights that I may have against the Releases, and I fully agree to do so.

### **Guest Name List**

Name and ages of all guests at Coastal Cottage that will be using amenities during your stay.

1. \_\_\_\_\_ 2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_

### **ASSUMPTION OF RISK, WAIVER AND RELEASE AGREEMENT**

Assumption of Risk: I understand and accept that using the amenities at Coast Cottage and participating in these activities exposes me/my child to many hazards that may entail unavoidable risk of death, personal injury (including but not limited to severe spinal or head injury) and loss of or damage to property. I also understand I/my child should be in good physical health to participate in bicycling, and I confirm that I/my child have no significant health issues that prevent me/my child from participating in bicycling. I/my child have no medical conditions, nor have I/my child been diagnosed with a condition that prevents me from bicycling. In spite of the aforementioned risks and acknowledgements, I hereby assume all risk of injury or loss of life to myself/my child and loss of or damage to property arising out of renting this bicycle and participating in bicycling. I understand the inherent risk involved in using this rental bicycling equipment and accept full responsibility for any and all such damage or injury which may result.

Waiver And Release: In consideration of **Coastal Cottage** renting me/my child this bicycle, use of pool & use of fire pit: I specifically release and forever discharge **Coastal Cottage, Gilbert Reserve LLC, Harvey & Maria Gilbert** and its affiliates, officers, agents, and employees from any and all liability or claims for

injury, illness, death or loss of or damage to property which I/my child may suffer while renting this bicycle and participating in bicycling. This discharge specifically includes, but is not limited to, liability or claims for injury, illness, death or damage caused by the negligence of **Coastal Cottage** or its affiliates, officers, agents, or employees. It is my intent by the Waiver And Release Agreement to release **Coastal Cottage** and hold it harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the negligence of **Coastal Cottage** or whether based upon breach of contract, breach of warranty, or any other legal theory. In signing this document, I fully recognize that if injury, illness, death or damage occurs to me/my child while I am engaged in renting this bicycle or participating in these activities I will have no right to make a claim or file a lawsuit against **Coastal Cottage** or its affiliates, officers, agents or employees, even if they or any of them negligently cause my injury/my child's injury, illness, death or damage.

I HAVE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRETY AND UNDERSTAND ITS CONTENT. I AM AWARE THIS IS AN ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY AND I SIGN IT VOLUNTARILY. I ALSO UNDERSTAND THAT I SHOULD NOT AND MAY NOT PARTICIPATE IN THIS ACTIVITY IF I AM UNDER THE INFLUENCE OF ALCOHOL OR DRUGS.

Date: \_\_\_\_\_ Print Name \_\_\_\_\_

Signature \_\_\_\_\_ Cell Number \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Zip \_\_\_\_\_

By signing for a minor, I am agreeing that I am their parent or legal guardian and am releasing Coastal Cottage from any claims, lawsuits or responsibilities for that minor. Each of the undersigned has read this AGREEMENT FOR USE OF BICYCLE AND RELEASE AND WAIVER OF LIABILITY.

FURTHERMORE I AGREE TO THE TERMS OF THE COASTAL COTTAGE