

RELEASE & WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION for being permitted to enter *Starfer Hide Away* premises and property for vacation rental or any other purpose, the undersigned, for himself/herself, his/her personal representatives, guests, children, heirs, and next of kin, acknowledges, agrees, and represents that he/she has or will immediately upon entering, and will continuously thereafter, thoroughly inspect such areas and his/her continued presence constitutes an acknowledgment that he/she has inspected house, deck and entire property and he/she finds and accepts such areas as being safe and reasonably suited for the purposes of his/her use, and he/she further agrees and warrants that if, at any time, he/she feels anything to be unsafe, he/she and all guests will immediately leave the area and advise appropriate persons.

THE UNDERSIGNED hereby RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Starfer Hide Away, James D. Starratt and/or Dionisia L. Ferrer personally and as company or corporate representatives, their members, managers, operators, officials, officers, directors, employees, owners and lessees of the premises, all for the purposes herein referred to as "releasees", from all liability to the undersigned, guests, representatives, assigns, heirs and next of kin for any and all loss or damage, and any claim or demand thereof on account of INJURY to the person(s) or property or resulting in DEATH of the undersigned or guests, whether caused by negligence of the releasees or otherwise while in or upon the area.

THE UNDERSIGNED hereby AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may occur due to their presence in or upon the area and whether caused by the negligence of the releasees or otherwise.

THE UNDERSIGNED hereby accepts full responsibility for each child who arrives on the property. All children under the age of 18 must be supervised at all times.

Use of a hot tub (spa), barbeque, and/or fireplace carries risk that may result in serious injury or death, and unsupervised use by children is prohibited (see Guest Rental Agreement). Elderly persons, expecting mothers, menstruating females, infants, and anyone subject to heart disease, diabetes, low or high blood pressure, strokes, epilepsy, or similar afflictions should not enter a spa alone and without consulting their physician. Never use a spa while under the influence of drugs or alcohol. If you are taking medication of any kind, or being treated for any illness, consult your physician prior to use of spa. Spa should be kept at a temperature less than 103° for personal safety. Before anyone uses hot tub, the undersigned agrees to test safety of water by checking temperature and chemistry, test kit is provided under outdoor grill. If chlorine or pH level is not within an acceptable range, directions and chemicals are also under grill. Spa must be shocked frequently to prevent bacterial growth and possibility of contracting communicable skin disorders, and bathers should shower immediately after use. It is the renter's responsibility to check chemical levels.

THE UNDERSIGNED hereby ASSUMES FULL RESPONSIBILITY FOR RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of the releasees or otherwise while in or upon area.

THE UNDERSIGNED hereby certifies that he/she and guests (they) have adequate insurance to cover any injury, illness or damage that may be caused or suffered while in or upon area, or else agrees to bear the costs of such damage or injury. The undersigned further that he/she/they have no medical conditions which would interfere with use of hot tub, hiking, golfing, tennis, climbing stairs, boating activities, etc. or else assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition and expressly acknowledges such physical activities are dangerous and involve the risk of serious injury and/or death and/or property damage. The undersigned further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by law and that if any provision is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Any dispute, controversy or claim arising out of or related to this Agreement or the interpretation of this Agreement shall be settled by arbitration in accordance to the rules of the American Arbitration Association, except to the extent modified below. The place of arbitration shall be in the City of Briarcliff and/or Travis County.

THE UNDERSIGNED HAS READ, UNDERSTANDS THE RISKS, AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

SIGNATURE: _____

DATE: _____

PRINT NAME: _____

RENTAL DATES: _____

GUEST RENTAL AGREEMENT

Check-in/Check-out procedures: CHECK-IN time is **3:00 PM** on the day that your scheduled reservation begins. Please try to schedule your arrival accordingly as there is NO early check-ins except by prior arrangements. CHECK-OUT time is **11:00 am (SHARP)**. Your cooperation in adhering to our established check-out time assists housekeepers in preparing for incoming guests.

Reservation changes: Any changes to your reservation must be made 30 days prior to check-in date. There is no guarantee that a change request can be honored. All changes are subject to availability.

Cancellations: Cancellations less than 30 days in advance are refunded 90% only if the unit can be re-rented. In the event the unit is not re-rented the entire deposit is forfeited.

Liability: Refer to Release & Waiver of Liability and Indemnity Agreement at end of this agreement. This agreement **must be signed and dated along with your final payment no later than 10 days before your arrival**. By accepting this reservation, it is agreed that all guests are expressly assuming the risk(s) of any harm arising from their use of the premises or others whom they invite to use the premise.

Refunds: We will do everything we can to make sure *Starfer Hide Away* is ready for you. Any damages or problems not reported by the guest(s) upon arrival will be charged to the tenant. No refunds will be issued for early departure, malfunctions in the equipment (i.e. spa/hot tub, televisions, stereos or VCR) or weather conditions. Guests will be held responsible for any damaged or missing items or damage to the premises during their stay. We cannot be responsible for any items lost or stolen during your stay. We do everything to keep all equipment in good working order. If something is not working properly, we will do our best to get it up and running for your stay. If you call after hours to report something and it is a true emergency then you will be contacted as soon as possible. If it is not a true emergency and it can wait, please contact us the next day during business hours.

Spa/hot tub: Please remember there are certain health risks that are associated with using a spa/hot tub. Our housekeepers sanitize, and replenish chemicals in the spa/hot tub prior to your arrival; therefore, it may not be warm till later that evening. (During the summer months we discourage raising the spa/hot tub temperature due to higher air temperatures. At most times the water will remain at a very comfortable and invigorating 95 degrees without the aid of the heater.) The spa/hot tub cover is for insulation purposes and are not designed to support a person or persons. **DO NOT STAND OR SIT ON THE SPA/HOT TUB COVER OR ON THE EDGES OF THE SPA/HOT TUB.** Either can crack or break and you will be charged for replacement. Remember when not using the spa/hot tub, leave the cover on so it will stay warm and debris will stay out. Please shower before and after using the spa/hot tub as some body lotions/etc. mixed with the spa/hot tub chemicals can cause a rash on your skin. No children under the age of 15 are allowed in the spa/hot tub. Children under the age of 18 must be accompanied by an adult at all times. Use of spa/hot tub carries risk that may result in serious injury or death. Unsupervised use by children is prohibited. Elderly persons, expecting mothers, menstruating females, infants and anyone subject to heart disease, diabetes, low or high blood pressure, strokes, epilepsy or similar afflictions should not enter a spa/hot tub alone and without consulting their physician. Never use a spa/hot tub while under the influence of drugs or alcohol. If you are taking medication of any kind, or being treated for any illness, consult your physician prior to the use of the spa/hot tub. Spa/hot tub should be kept at a temperature less than 103° for personal safety. Before anyone uses the spa/hot tub, the undersigned agrees to test safety of water by checking temperature and chemistry, test kit is provided. If bromine or pH level is not within an acceptable range, directions and chemicals are also under grill. Spa/hot tub must be shocked frequently to prevent bacterial growth and possibility of contracting communicable skin disorders, and bathers should shower immediately after use. It is the guest's responsibility to check chemical levels with the kits provided by owner.

NO SMOKING: There is absolutely NO SMOKING in *Starfer Hide Away*. Please smoke outside. Ashtrays can be found on decks. We are in close proximity to Pace Bend Park so please don't throw cigarettes outside on the grounds. Please put your smokes in the ashtrays please.

Road Conditions: Mountain roads can be curvy and steep. We do not refund due to road conditions or inclement weather.

Grill and Fire Safety: The grill is prohibited from being moved. The house is an all wood structure surrounded by trees therefore, moving the grill is a serious danger. Outside fires are prohibited at all times. Also be aware of wind conditions while the grill and beware of windy conditions.

Conduct: Rules and Regulations must be followed by all guest(s). Inappropriate conduct or behavior includes and not limited to: violence, verbal or physical abuse, violating any part of this said agreement, act or acts that threaten the safety of others, loud music or repetitive noise that disturbs others, annoyance to others, and unauthorized animals (NO PETS ARE ALLOWED). Guest(s) will be asked to leave the premises if the owner determines guest(s) behavior is inappropriate or unacceptable.

Starfer Hide Away Rules & Regulations

Guests/visitors who violate the rules & regulations are subject to IMMEDIATE EVICTION & forfeiture of deposit. Starfer Hide Away is a privately owned residence regularly used by the owners. ALL guests/visitors are financially RESPONSIBLE for any damages that they may cause to the home or exterior areas of the home and must read and comply with each of the rules and regulations.

1. CHECK IN TIME is 3:00 PM - CHECK OUT TIME: 11:00 AM (Sharp) - Someone will arrive to pick up the key upon the day of your departure.
2. Please park autos in the driveway directly in front of the home or in the carport. Boat trailers and PWC trailers should be parked per attached diagram. All vehicles must be parked off the street. SEE DIAGRAM ATTACHED
3. Make all Lake Travis dock arrangements with BRIARCLIFF MARINA (512) 264-2666. The owners are not responsible nor will be liable for any marina related matters.
4. ABSOLUTELY NO SMOKING INSIDE HOME! Use an appropriate receptacle for outside smoking and DO NOT throw butts on the ground!!!
5. NO PETS ALLOWED
6. BILLIARD TABLE: DO NOT PLACE ANY FOREIGN ITEMS ON TABLE AT ANY TIME.
7. ALL CHILDREN MUST BE CONSTANTLY SUPERVISED.
8. ELECTRONICS: Please leave all connections attached and do not add any additional equipment.
9. Quiet hours are from 10:00 P.M. until 7:00 A.M. NO LOUD NOISES AFTER 10:00 P.M., especially on deck or patio.
10. NO COOLERS ARE ALLOWED ON THE MESQUITE WOOD FLOORS. If any liquids are spilt, wipe immediately in order not to damage the floors. When possible please remove shoes when entering the home. (The owners 'love' these floors!)
11. ABSOLUTELY NO FIREWORKS ALLOWED ON PREMISES OR SURROUNDING PROPERTY!
12. BRIARCLIFF IS ON A SEPTIC SYSTEM. PLEASE USE ONLY toilet paper in the commodes and no grease down the drains. Do not remove screened drains in sinks and tubs. Remove all visible debris from strainer when debris becomes visible or if water draining slows down.
13. NO sitting, standing, leaning, or climbing allowed on any of the handrails, gates, fences or Jacuzzi/hot tub. This applies to children and includes inside the home as well.
14. NUMBER OF GUESTS IS LIMITED TO BED SPACE. Invitation of PARTIES IS NOT ALLOWED.
15. Use of inside staircase of *Starfer Hide Away* and any entrance to the garage are PROHIBITED.
16. Contents in or around the property WILL NOT BE REMOVED from the premises.
17. If you have to cut, clip or force entrance into any cupboard or the like, you are not permitted access.
18. PLEASE DO NOT ADJUST TEMPERATURE CONTROL UNITS. Mishandling could promote uneven temperature(s) throughout the house and may not be able to be readjusted properly. Call (512) 330-4877 if you are uncomfortable.
19. If by chance any damage occurs, please do not hesitate calling (512) 330-4877.
20. TOWELS are for bath use only and no recreational towels are provided.
21. DEPOSIT ALL TRASH IN PROVIDED TRASH CAN AND RECEPTACLES and be sure to close the any lids due to stray wild animals. Trash pick-up is on Monday and Thursday mornings, please take trash cans out to the street the night before. Do not leave trash in carport, walkway, lawn or deck areas.
22. Please START DISHWASHER before leaving.

Guest initials _____

Starfer Hide Away Rules & Regulations

To Our Guests:

We have attempted to make your stay one of remembrance. We ask that you behave considerately and conscientiously to the property and its contents in order that future guests are able to enjoy their visit at Starfer as well. You are encouraged to submit suggestions and /or comments so that we will be more able to facilitate your needs on your next visit. We thank you in advance for your cooperation and sincerely hope that your stay will be one to commit to memory.

This property is privately owned. Management reserves the right to refuse service to anyone, and to enter and inspect the home at any time. We will not be responsible for accidents or injury to guests or for loss of money, jewelry or valuables of any kind including theft or vandalism of autos or boats. There are no refunds for early departure for any reason. Guests/visitors are financially responsible for any damages that they cause to the home or exterior areas. Guests/visitors must read these rules and comply.

In consideration of and as compensation to Starfer Hide Away, I agree to RELEASE, HOLD HARMLESS AND INDEMNIFY the Homeowners of Starfer Hide Away from any and all liability, claims and causes of action arising out of or in any way connected with me and/or my guests use of Starfer Hide Away and its related property including but not limited to the grounds and stairways. I personally assume all risks in connection with my arrangement herein without exception.

I ACKNOWLEDGE HAVING READ THE RULES AND AGREE TO ABIDE BY THEM:

NAME (PRINTED) _____

SIGNATURE _____

DATES OF RENTAL _____ **DL#** _____