

Waiver and Release for guests with children at Hacienda Elena

This waiver and release is an addendum to the rental agreement dated _____ covering the premises known as Hacienda Elena for guests with children in their party.

1. I understand and agree that Hacienda Elena is designed as a property for the use of adults. While we do not prohibit children, we wish to inform you that Hacienda Elena is potentially dangerous to children and teenagers. The property has a large swimming pool and spa, neither of which have any fencing around them. The property is located adjacent to a river, and has a number of high walls, sloping ground, and other features that could cause injury or death to children or teenagers. There is no lifeguard at the property. There are multiple places where such children and teenagers could drown or fall, resulting in death or injury. Having been so advised, I still desire to rent Hacienda Elena and agree to the waivers, releases and indemnifications contained in this contract.

2. I for myself, executors, administrators, heirs, next of kin, successors and assigns:
 - (a) Waive and release any and all claims that I may have against the owner, or his executors, administrators, next of kin, successors or assigns, including any and all claims for damages caused by the active or passive negligence of any of them arising out of my rental of Hacienda Elena, together with any costs including attorney's fees that may be incurred as a result of any such claim whether valid or not.
 - (b) I promise and agree to indemnify the owner against any and all claims, suits or liability for or arising out of death or injury of any members of the owner's family connected with said rental, whether said claimed suit or liability arises out of the negligence, active or passive, of any of the entities or persons released in paragraph (a), and agree to defend such persons so released against any claim or suit so brought and to pay for all costs incurred in said defense including attorney's fees. I expressly and voluntarily assume all risk of death or personal injury sustained by me or any member of the owner's family while renting Hacienda Elena, whether or not caused by negligence of the entities released in paragraph (a) above.
 - (c) I understand that by signing this agreement, I may be giving up important legal rights and that I may consult with an attorney before signing it. If any portion of this agreement is found to be unenforceable, the remaining parts of it shall remain in force.

ENFORCEMENT - The laws of the State of Jalisco, Mexico shall govern the validity, performance and enforcement of this waiver. In the event Guest seeks a recourse against Hacienda Elena or any other individual or entity for any injury to a person or property of a person occurred within the Premises, the only applicable venue to solve any such issue or action shall be the courts of Puerto Vallarta, Jalisco, Mexico.

I have carefully read this Agreement and Release of Liability and I fully understand its contents and sign it of my own free will.

Signature _____ Date _____

Print Name: _____