

**Agreement, waiver and release for guests holding special events at Hacienda Elena**

This event agreement, waiver and release is an addendum to the rental agreement dated \_\_\_\_\_ covering the premises known as Hacienda Elena for guests planning approved special events.

1. Hacienda Elena agrees to permit the following special event to take place while guests are renting the property;

EVENT; \_\_\_\_\_

Date; \_\_\_\_\_

Time; \_\_\_\_\_

Maximum permitted number of guests (including guests renting property for overnight use)

\_\_\_\_\_

Event fee (in addition to fee for renting property for overnight use as a residence)

\_\_\_\_\_

An additional security deposit of \_\_\_\_\_ will be required.

I understand and agree that;

The villa staff will not be responsible for managing, decorating, setting up, or tearing down after the event.

An approved event planner is suggested to oversee events and additional staff may be required to assist the villa staff. Sunday events may require an overtime charge.

No furniture shall be moved, and nothing in or outside the property shall be changed or altered without the \_\_\_\_\_ express written permission in advance of Hacienda Elena management.

I agree that there will be an additional charge if;

There are more than the maximum permitted number of guests at anytime.

Smoking takes place anywhere inside or outside the house outside of the single designated smoking patio

The event is conducted at a different time and/or for more or different hours than approved above

I agree to be responsible for the conduct and behavior of any invitees and will not permit unlawful activities or disruptive behavior to occur upon the Property and will be responsible for any damage caused to the property or its contents. I also agree that Hacienda management and staff may, at their sole discretion without refund of any extra monies paid, cancel the event in advance or **while in progress** should any invitee or guest not adhere to the terms of this agreement, and/or act in a dangerous, disruptive, inappropriate or unlawful manner.

2. I understand and agree that Hacienda Elena is designed as a property for use as a private residence. I understand that Hacienda Elena has a large swimming pool and spa, neither of which have any fencing around them, and that 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 people who are careless or do not take adequate precautions. There is no lifeguard at the property. There are multiple places where people could drown or fall, resulting in death or injury. Having been so advised, I still desire to hold the above event at Hacienda Elena and agree to the following waivers, releases and indemnifications contained in this contract.
  
3. I for myself, all guests, 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 invitee or guest 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: \_\_\_\_\_