

Folio: {{reservation.id}}

Renter Name: {{contact.name}}

Addendum to Vacation Rental Agreement: Use of Buoy, Mooring Line, Pier

This addendum ("Addendum") to the Tahoe Luxury Properties Vacation Rental Agreement ("Agreement") is mutually agreed upon between the parties. Defined terms used but not defined in this Addendum have the meanings given to such terms in the Agreement.

1. Rental of the Premises includes access to one (1) buoy and one (1) mooring line.
2. The buoy is marked for identification with a round blue metal TLUXP tag Renter agrees to accept the buoy "as-is." Owner disclaims all warranties of fitness for any purpose. Renter assumes responsibility to inspect the buoy, and all associated portions, to determine whether the buoy is suitable and safe, given the size and condition of the boat to be moored, and the weather and water conditions. Owner makes no warranty as to the buoy in relation to the actual or potential depth of the water. Renter agrees to ensure the buoy is in a depth of water sufficient to prevent harm to the boat.
3. Renter agrees to accept the mooring line "as-is." Renter assumes responsibility to determine that the mooring line is in satisfactory working condition and is the proper length for use with the boat to be moored, including but not limited to swing radius to other boats and Owner makes no warranty as to the length or condition of the mooring line. Renter is responsible for the safe and secure mooring of any watercraft and is liable for any and all damage to the buoy and mooring line, to other watercraft, and to Renter's own watercraft.
4. Some Premises have a private or shared pier available for Renter's use, as indicated on the Tahoe Luxury Properties' website, incorporated by reference herein. Renter agrees not to dock any watercraft to the pier for an unreasonable length of time considering the changeable weather and/or water conditions as damage to watercraft and/or pier may occur. Renters agrees that under no circumstances will watercraft be tied to the pier overnight. Renter is responsible for the safe and secure docking of any watercraft and is liable for any and all damage to the pier, to other watercraft and to Renter's own watercraft. If the pier is shared, Renter agrees to be considerate to other users, not block access to a ladder or pier with oversized floats or other items. A shared pier is for loading and unloading purposes only. Owner reserves the right to revoke the privilege to use the buoy. Should a pier have a boat lift, Renter is prohibited from using said lift without prior, written permission from Owner.
5. Renter will not access and / or use, in any manner, a pier belonging to a neighboring and / or adjacent property. Renter agrees such action is a trespass. Renter may be evicted from the Premises for said trespass at the discretion of the Owner of the Premises. {i:sR:_____}
6. Some Premises provide a form of watercraft (i.e. - kayak, paddleboard, dinghy) to access the buoy, Renter agrees to inquire and confirm with Agent whether the Premises provides such watercraft and what type of watercraft is provided. Renter agrees to accept any watercraft provided "as-is."

Owner disclaims all warranties of fitness for any purpose. Renter assumes responsibility to inspect the watercraft to determine whether the watercraft is suitable and safe, given the intended use and the weather and water conditions.

7. To the fullest extent permitted by law, Renter agrees that Owner and Agent shall not be liable for any damage or liability of any kind, or for any injury to or death of Renter, Renter's family, invitees, guests, employees, agents, or any other person, or damage to property of Renter, Renter's family, invitees, guests, employees, agents, or any other person, from any cause whatsoever, arising in connection with the use of the buoy, mooring line, pier and/or watercraft. Renter agrees to swim at his, her, or their own risk.
8. **Waiver and Release of Liability.** The undersigned knowingly and voluntarily waives, releases, and forever discharges all liability, rights, claims, and causes of action against Owner and its agents, officers, directors and employees for any loss or injury, including property damage, bodily harm, and/or death, suffered by the undersigned or the undersigned's family, invitees, guests, employees, or agents, or by any unrelated third party arising from use or misuse of the pier, buoy, mooring line and/or Renter hereby agrees that the undersigned, and the assignees, heirs, distributes, guardians, and legal representatives of the undersigned, will not make a claim against, sue, or attach the property of Owner on account of any loss or injury, including property damage, bodily harm, and/or death resulting from use of the pier, buoy, mooring line, and/or watercraft, including where caused in whole or in part by the negligence of Owner or Agent.

California Civil Code Section 1542 Waiver. The undersigned expressly acknowledges and agrees that all rights under Section 1542 of the California Civil Code are expressly waived. That section provides: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY. In addition, the undersigned hereby knowingly and voluntarily waives any protection that may exist under any comparable or similar statutes and principles of common law or any other state laws as it pertains to the enforcement of the releases provided in this Addendum.

9. **Indemnity.** The undersigned shall indemnify, defend with counsel of Owner's choice, and hold Owner and all employees and agents of Owner harmless from all costs, expenses, losses, damages, claims, injuries, and causes of action, including Owner's attorneys' fees, costs, and disbursements arising out of (a) the use of and the acts and activities on or about the pier, buoy, mooring line and/or watercraft, whether such acts are conducted or committed by the Renters, Renter's family, invitees, guests, employees, agents, or any other person or persons granted access to and use of the aforementioned pier, buoy, mooring line and/or watercraft during the undersigned's Rental term.

I have read the foregoing Addendum and agree to the terms and conditions set forth therein.

Renter Signature: {s:sR:_____} Date: {d:sR:_____}