

GUEST WAIVER AND RELEASE OF LIABILITY AGREEMENT

Property Address: Dolphin Cove, 59001 Overseas Hwy, Marathon, FL 33050

Effective Date: _____

Applicable Jurisdiction: Monroe County, Florida, United States

This Guest Waiver and Release of Liability (“**Agreement**”) is entered into by the undersigned guest (“**Guest**”) as a condition for occupancy and use of the above-listed property, and for participation in any on-site recreational activities or use of amenities provided by the host (“**Host**”).

By signing below, Guest acknowledges, understands, and agrees to the following:

1. SWIMMING POOL SAFETY ACKNOWLEDGMENT

Pursuant to Florida Statutes § 515.27, private residential swimming pools are required to have one approved safety feature. This property utilizes a safety pool cover (net) that complies with Florida’s barrier requirements and serves as the primary safety device.

- Guest understands that the pool is not fenced and that the safety net must be properly secured when the pool is not in use.
 - Guest accepts full responsibility for removing and reinstalling the safety net during use and acknowledges that failure to do so may result in serious injury or death. Detailed instructions on removing and reinstalling the net are located in the House Rules binder upstairs. If you require assistance or demonstration on removing & reinstalling the net, please speak with Robert in the office or call maintenance at (305) 395-0748.
 - Children and non-swimmers must be supervised at all times in or near the pool area.
 - The Host makes no representations regarding the pool’s suitability for children or individuals with limited swimming ability.
-

2. BALCONY SAFETY – NO JUMPING OR DIVING INTO POOL

- Jumping or diving from the balcony into the pool is **strictly prohibited**. This behavior is extremely dangerous and may result in **serious injury or death**.
 - Guest acknowledges that the balcony is not designed or intended for use as a diving platform.
 - The Host shall not be held liable for any injuries, death, or damages resulting from jumping, diving, or any other misuse of the balcony.
 - Guest agrees to ensure that all members of their party, including minors, comply with this rule.
-

3. KAYAK & PADDLE BOARD USE AND RISK DISCLOSURE

The property includes complimentary use of adult- and child-sized kayaks and paddle boards, each outfitted with safety gear compliant with Florida Fish and Wildlife Conservation Commission (FWC) regulations.

- Guest agrees to review and comply with all posted FWC regulations, available at the kayak storage area.
- Guest assumes all risks associated with watercraft use.

- Guest is responsible for returning and properly securing all equipment after use so that children cannot use them without adult supervision.
-

4. DOCK USE AND WATER ACCESS LIABILITY

The property includes access to a dock with an integrated swim ladder. The dock is unfenced and does not feature railings or other safety barriers.

- Guest acknowledges the dock area presents inherent risks of falling and drowning, especially to minors.
- Guest agrees to closely supervise children and non-swimmers near the dock area.
- An emergency throw ring and rescue hook are available on the dock for emergency use only.
- Guest assumes full responsibility for any injury, accident, or death resulting from dock use.

5. BOAT RAMP USE AND LIMITATIONS

The property includes access to a private boat ramp intended primarily for use with small watercraft and single-axle trailers.

- Guest acknowledges that the boat ramp is **use-at-your-own-risk** and is not monitored, maintained, or supervised by the Host.
- The ramp is **not recommended for large vessels or dual-axle trailers**, as limited space and water depth may pose challenges.
- Guests with larger vessels or trailers are **strongly encouraged—but not required—to use the public launch facilities at Grassy Key Marina**, located next door, or other public boat ramps in Marathon.
- Guest assumes all responsibility for any damage to their vehicle, vessel, trailer, or the property arising from use of the on-site boat ramp.
- Host shall not be held liable for towing fees, launch issues, or access limitations related to the use of the private boat ramp.

6. ASSUMPTION OF RISK AND WAIVER OF LIABILITY

To the fullest extent permitted by Florida law, Guest voluntarily assumes all risks—foreseeable or unforeseeable—associated with the use of the swimming pool, dock, kayaks, paddle boards, and other on-site amenities.

Guest hereby releases, waives, and discharges the Host, Property Owner, and any affiliated agents, contractors, or co-hosts (collectively, “Released Parties”) from any and all claims, causes of action, or liability for injuries, illness, death, property loss, or damages arising from use of the premises or amenities, whether resulting from negligence or otherwise.

7. INDEMNIFICATION

Guest agrees to indemnify, defend, and hold harmless the Released Parties from any and all claims, demands, damages, losses, liabilities, costs, or expenses (including reasonable attorneys’ fees) arising out of or related to:

- Any breach of this Agreement by Guest or their invitees;
 - Any damage to the property or injury caused by Guest or members of their party;
 - Any violation of applicable laws or local ordinances during the stay.
-

8. ACKNOWLEDGMENT AND SIGNATURE

By signing below, Guest affirms that they are at least 18 years old and legally competent to enter into this Agreement. Guest certifies they have read this Waiver in full, understand its terms, and voluntarily agree to its conditions, including the waiver of substantial legal rights.

Guest further agrees that this Agreement shall be binding upon all members of their party and shall remain in effect throughout the duration of their stay.

Primary Guest Full Name (Printed): _____

Signature: _____

Date: _____

Phone Number: _____