

WAIVER AND RELEASE FROM LIABILITY ADDENDUM

This WAIVER AND RELEASE OF LIABILITY is entered into between the parties on the ____ day of _____, 2021. The parties are comprised of the Owners, Wayne and Janine Crosby, and the Renter, _____.

1. **Background.** This addendum is meant to accompany the Recreational Vehicle Rental Agreement and the associated documents and terms, including those documents pertaining to insuring and inspecting the RV that is the subject of the parties’ agreement (the “Agreement”). It does not modify or supersede any term in the Agreement. The parties have agreed to the rental of a RV owned by Owners by Renter for a period of time as specified in the Agreement and subject to the terms therein. In addition to those terms, the parties have agreed to limit Owners’ liability as follows:

2. **Risk.** Renter acknowledges, understands, and agrees that its use of the RV in conjunction with the terms set forth in the Agreement carries with it the risks related to that use.

3. **Waiver and Release; Indemnity.** To the fullest extent allowed by law, Renter fully releases and forever discharges, waives, and covenants not to sue Owners for any and all claims, suits, demands, causes of action, contracts, covenants, obligations, debts, costs, expenses, attorneys’ fees and liabilities, of whatever kind or nature, in law or in equity, by statute or otherwise, whether now known or unknown, vested or contingent, suspected or unsuspected, and whether or not concealed or hidden, which have existed or may have existed, which are in any way affecting or related to the Agreement and the rental of the RV. To the fullest extent allowed by law, Renter agrees to indemnify and hold Owners harmless from all liabilities, claims, damages or injuries in any way related to its use of the services, including breach of this Waiver and Release from Liability.

4. **Inspection of RV.** Renter has conducted a careful inspection of the RV in conjunction with the procedures as described in the Agreement and is familiar with and knowledgeable of the requirements to operate said vehicle safely and consistent with the terms of the parties’ Agreement; Renter agrees to be solely responsible for their safety in connection with the operation and use of said vehicle.

5. **Understanding.** Renter has read this Waiver and Release from Liability and, fully understand its terms, understand that they have given up substantial rights by signing it, including the right to bring a lawsuit or claim against Owners and have signed it freely and voluntarily on my own behalf without any inducement, representation, assurance, or guarantee being made to them and intend by signature to the complete and unconditional release of all liability to the greatest extent allowed by law.

6. **Severability.** If any part of this waiver is found to be void or unenforceable, the remaining portions thereof shall remain in full force and effect.

DATED this ____ day of _____, 2021.

Print Name of Owners:

Signature of Owners:

Print Name of Renters:

Signature of Renters: