

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT
CONTRATO DE LIBERACIÓN, RENUNCIA DE RESPONSABILIDAD Y DE INDEMNIZACIÓN

ENG

Assumption of Risk: I ("Guest") am providing this Waiver of Liability (the "Waiver") to Cabo Luxury (the "Company") and its affiliates. I hereby assume all risk of damage or loss of property and injury, sickness, illness, disease, or death to myself or any guest, agent, or other person from any cause (as hereinafter defined).

Release of Liability: I, on behalf of myself and all others in my rental group and invitees, hereby waive and release all claims against Cabo Luxury LLC (the "Company" or "Marketer"), its parent, subsidiaries, and affiliates, and their respective owners, partners, members, managers, managing partners, directors, officers, employees, agents, contractors, representatives, and vendors, the property owner, trustee holders, any individual related to the property possession and their families, any lessors of properties, vendors, or Service Providers arranged by the Company, and their respective employees, trustees, members, agents, lenders, managers, partners, officers, directors, attorneys, and owners (collectively, the "Released Persons"). I release, discharge, and covenant not to sue the Released Persons for any liability related to loss or damage, including injury or death to myself, guests, representatives, assigns, heirs, or next of kin, whether caused by negligence of the Released Persons or otherwise. This waiver applies to any injury or damage occurring on or off the property, including services such as taxis, transportation, activities, tours, or other services provided by the Company, its affiliates, or Service Providers.

Indemnity: I agree to indemnify, defend, and hold harmless the Released Persons from any claim, loss, liability, cost, or expense, including attorneys' fees, arising from my group's use of the Premises or any services, including any claim brought by any member of my group or any invitee, whether or not that person has personally signed this Waiver.

Definition of "Cause": The term "Cause" as used in this Waiver shall include, without limitation, any of the following:

1. My use, occupancy, or enjoyment of any facility, amenity, gym, common or open area such as swimming pools and terraces, surrounding areas in or around the Premises, activity (such as golf), equipment or personal property (such as sports or exercise equipment, bicycles or vehicles), or other amenity or facility to which access is facilitated or arranged by the Company (such as another resort's or country club's facilities or facilities or property leased by the Company).
2. Any other activity, work, or other thing done by me in or about any property, or any part thereof, or during my stay or occupancy at a residence arranged by the Company.
3. My hiring of any provider of service ("Service Provider"), including, without limitation, services referred to me by or arranged through the Company, such as providers that provide concierge, hosting, meet and greet, accommodations, activities, tours, chauffeurs and transportation for the Company, who are independent contractors and are not agents or employees of the Company.

Definition of "Premises": In consideration for being permitted to enter the residences and properties located in Los Cabos, Baja California Sur, Mexico, represented, referred, reserved, or managed by Cabo Luxury LLC for vacation rental or any other purpose, I, for myself, my personal representatives, guests, children, heirs, and next of kin, acknowledge, agree, and represent that I have or will immediately upon entering the property, and will continuously thereafter, thoroughly inspect such areas. My continued presence constitutes an acknowledgment that I have inspected the residence and entire property, and I find and accept such areas as being safe, reasonably suited for my use, and accepted "as is." I further agree and warrant that if, at any time, I feel anything to be unsafe or not reasonably suited, I and all guests will immediately leave the area and advise appropriate persons.

ESP

Asunción de Riesgo: Yo ("Huésped") estoy proporcionando esta Exención de Responsabilidad (la "Exención") a Cabo Luxury (la "Compañía") y sus afiliados. Por la presente asumo todo riesgo de daño o pérdida de propiedad y lesiones, enfermedades, dolencias, enfermedades, o muerte para mí o cualquier huésped, agente u otra persona por cualquier causa (según se define más adelante).

Exención de Responsabilidad: Yo, en nombre de mí mismo y de todos los demás en mi grupo de alquiler e invitados, por la presente renuncio y libero todas las reclamaciones contra Cabo Luxury LLC (la "Compañía" o el "Comercializador"), su matriz, subsidiarias y afiliadas, y sus respectivos propietarios, socios, miembros, gerentes, socios directores, directores, funcionarios, empleados, agentes, contratistas, representantes y proveedores, el propietario de la propiedad, titulares de fideicomisos, cualquier persona relacionada con la posesión de la propiedad y sus familias, cualquier arrendador de propiedades, proveedores o Proveedores de Servicios organizados por la Compañía, y sus respectivos empleados, fideicomisarios, miembros, agentes, prestamistas, gerentes, socios, funcionarios, directores, abogados y propietarios (colectivamente, las "Personas Liberadas"). Libero, descargo y me comprometo a no demandar a las Personas Liberadas por cualquier responsabilidad relacionada con la pérdida o daño, incluidas las lesiones o la muerte para mí, los huéspedes, representantes, cesionarios, herederos o parientes más cercanos, ya sea causada por negligencia de las Personas Liberadas o de otra manera. Esta exención se aplica a cualquier lesión o daño que ocurra dentro o fuera de la propiedad, incluidos los servicios tales como taxis, transporte, actividades, tours u otros servicios proporcionados por la Compañía, sus afiliados o Proveedores de Servicios.

Indemnización: Acepto indemnizar, defender y mantener indemnes a las Personas Liberadas frente a cualquier reclamación, pérdida, responsabilidad, costo o gasto, incluidos honorarios de abogados, que surja del uso de las Instalaciones o de cualquier servicio por parte de mi grupo, incluida cualquier reclamación presentada por cualquier miembro de mi grupo o cualquier invitado, haya o no firmado personalmente esta Exención.

Definición de "Causa": El término "Causa" según se usa en esta Exención incluirá, sin limitación, cualquiera de los siguientes:

1. Mi uso, ocupación o disfrute de cualquier instalación, amenidad, gimnasio, área común o abierta, como piscinas y terrazas, áreas circundantes dentro o alrededor de las Instalaciones, actividad (como golf), equipo o propiedad personal (como equipos deportivos o de ejercicio, bicicletas o vehículos), u otra amenidad o instalación a la que el acceso sea facilitado u organizado por la Compañía (como las instalaciones de otro resort o club de campo o las instalaciones o propiedades arrendadas por la Compañía).
2. Cualquier otra actividad, trabajo u otra cosa realizada por mí en o alrededor de cualquier propiedad, o cualquier parte de la misma, o durante mi estancia u ocupación en una residencia organizada por la Compañía.
3. Mi contratación de cualquier proveedor de servicios ("Proveedor de Servicios"), incluidos, entre otros, servicios referidos a mí por la Compañía u organizados a través de la Compañía, tales como proveedores que proporcionan conserjería, alojamiento, recepción, tours, choferes y transporte para la Compañía, quienes son contratistas independientes y no son empleados ni agentes de la Compañía.

Independent Contractors: The property owners and suppliers which provide in-destination services such as concierge, hosting, meet and greet, accommodations, activities, tours, and transportation for the Company are independent contractors and are not agents or employees of the Company.

Acceptance of Accommodations: Each guest acknowledges that accommodations, activities, tours, services, roads, traffic laws, transportation, sanitation (water and food), building standards, insurance practices, and medical care may differ from those in their home country. The accommodations are accepted "as is" and are agreed to be in suitable working order upon signing this waiver and assuming possession of the unit. This acceptance extends to any activities and conditions both on and off the Premises.

Responsibilities Regarding Service Providers: I understand that the decision to hire any Service Provider referred by the Company is my sole responsibility. The Company recommends that I carefully consider each Service Provider before hiring. Service Providers are independent contractors and are not employees or agents of the Company. The Company and all Released Persons, including Service Providers, are not responsible for the actions or omissions of any Service Provider, including those wearing or bearing the Company logo. Any claims relating to services or products provided by the Service Provider, including claims for negligence or failure to deliver on the terms of any contract between the Service Provider and myself, are waived and cannot be directed against the Company or any Released Persons. The Company and Released Persons shall not be liable for any loss, damage, or other claim with respect to any services or products provided by the Service Provider. I agree not to bring any claim for indirect, special, consequential, or punitive damages against the Company or any Released Persons.

Timing and Delay: I understand that travel times in Los Cabos are estimates and may be affected by traffic, road conditions, federal regulation at the airport, and other conditions outside the Company's control. The Company is not responsible for any missed flight, connection, activity, or service, or for any resulting cost, including lodging, meals, replacement transportation, or unused services.

Lost or Damaged Personal Property: Any claim regarding the Guest's own lost, missing, or damaged personal property must be reported in writing to the Guest's Cabo Luxury concierge or villa rental agent while in residence so the Company may investigate. Such a report does not create any liability on the part of the Company, and no claim not so reported will be considered.

Noise Regulations and Guest Removal: Failure to comply with noise regulations and any other established neighborhood or HOA rules will result in significant fines, arrest by police, or removal from property. The Homeowners Association, the property Owner, the property manager, and Cabo Luxury LLC reserve the right to remove any guests that are in violation of any of the above rules and retain all monies paid including security deposit. Any guest asked to leave the Premises by any of the foregoing parties shall comply immediately. Any of the foregoing parties may require the removal of an individual guest without terminating the reservation, and the primary Guest shall ensure that individual departs immediately and does not return. Refusal to comply is grounds for immediate termination of the reservation and forfeiture of all monies paid, including the security deposit. Prostitution and use of illegal drugs in Mexico are crimes, which are punishable by law; please be careful and do not invite strangers to the house. Excessive noise, consumption of alcohol in public areas, public nudity, and illegal activity of any kind are prohibited in this community. Illegal activity, failure to follow HOA/neighborhood rules, and/or police involvement to enforce rules are grounds for removal from property and forfeiture of all paid monies including security deposit. Cabo Luxury maintains the right to refuse service.

Definición de "Instalaciones": En consideración por ser permitido ingresar a las residencias y propiedades ubicadas en Los Cabos, Baja California Sur, México, representadas, referidas, reservadas o gestionadas por Cabo Luxury LLC para alquiler vacacional o cualquier otro propósito, yo, en nombre de mí mismo, mis representantes personales, invitados, hijos, herederos y parientes más cercanos, reconozco, acuerdo y declaro que he o inmediatamente al ingresar a la propiedad inspeccionaré minuciosamente dichas áreas, y mi presencia continua constituye un reconocimiento de que he inspeccionado la residencia y toda la propiedad, y acepto tales áreas como seguras y razonablemente adecuadas para mi uso, y aceptadas "tal como están". Además, acuerdo y garantizo que si en algún momento considero que algo no es seguro o no es razonablemente adecuado, yo y todos los invitados abandonaremos inmediatamente el área y notificaremos a las personas apropiadas.

Contratistas Independientes: Los propietarios de las propiedades y los proveedores que brindan servicios en el destino, tales como conserjería, recepción, alojamiento, actividades, tours y transporte para la Compañía son contratistas independientes y no son agentes ni empleados de la Compañía.

Aceptación de Alojamiento: Cada huésped reconoce que los alojamientos, actividades, tours, servicios, carreteras, leyes de tránsito, transporte, saneamiento (agua y alimentos), estándares de construcción, prácticas de seguro y atención médica pueden diferir de los de su país de origen. Los alojamientos se aceptan "tal como están" y se acuerda que están en condiciones adecuadas de funcionamiento al firmar esta exención y asumir la posesión de la unidad. Esta aceptación se extiende a cualquier actividad y condiciones tanto dentro como fuera de las Instalaciones.

Responsabilidades Respecto a los Proveedores de Servicios: Entiendo que la decisión de contratar a cualquier Proveedor de Servicios recomendado por la Compañía es mi única responsabilidad. La Compañía recomienda que considere cuidadosamente a cada Proveedor de Servicios antes de contratarlo. Los Proveedores de Servicios son contratistas independientes y no son empleados ni agentes de la Compañía. La Compañía y todas las Personas Liberadas, incluidos los Proveedores de Servicios, no son responsables por las acciones u omisiones de cualquier Proveedor de Servicios que yo contrate, incluidos aquellos que usen o lleven el logo de la Compañía. Cualquier reclamación relacionada con los servicios o productos proporcionados por el Proveedor de Servicios, incluidas las reclamaciones por negligencia o incumplimiento de los términos de cualquier contrato entre el Proveedor de Servicios y yo, se renuncian y no pueden dirigirse contra la Compañía ni contra ninguna de las Personas Liberadas. La Compañía y las Personas Liberadas no serán responsables por ninguna pérdida, daño u otra reclamación con respecto a cualquier servicio o producto proporcionado por el Proveedor de Servicios. Acepto no presentar ninguna reclamación por daños indirectos, especiales, consecuentes o punitivos contra la Compañía o cualquier Persona Liberada.

Tiempos y Retrasos: Entiendo que los tiempos de traslado en Los Cabos son estimados y pueden verse afectados por el tráfico, las condiciones de las carreteras, la regulación federal en el aeropuerto y otras condiciones fuera del control de la Compañía. La Compañía no es responsable de ningún vuelo, conexión, actividad o servicio perdido, ni de ningún costo resultante, incluidos hospedaje, alimentos, transporte de reemplazo o servicios no utilizados.

Propiedad Personal Perdida o Dañada: Cualquier reclamación relacionada con la propiedad personal del Huésped perdida, extraviada o dañada debe reportarse por escrito al concierge de Cabo Luxury del Huésped o al agente de renta de villas mientras el Huésped se encuentre en residencia, para que la Compañía pueda investigar. Dicho reporte no crea responsabilidad alguna por parte de la Compañía, y no se considerará ninguna reclamación que no haya sido reportada de esta manera.

Insurance and Medical Conditions: I hereby assume full responsibility for risk of bodily injury, sickness, death, or property damage due to the negligence of the Released Persons or otherwise while in or upon the property. Each of the undersigned hereby certifies that he/she and guests have adequate insurance to cover any injury, illness, disease, sickness, or damage that may be caused or suffered while in or upon area, or else agrees to bear the liability and costs of such damage or injury. Each of the undersigned further states that he/she has no medical conditions which would interfere with use of spa, swimming pool, climbing of stairs, etc. or else assumes and bears the costs of and assumes all risks that may be created, directly or indirectly, by any such condition.

We strongly recommend the purchase of trip cancellation, accident, life, medical, baggage, villa rental, car/cart rental, or other insurance to prevent or mitigate inconvenience before, during, and after travel. Insurance for golf carts, vehicles, equipment, providers, and tours is assumed to be not included in the pricing unless otherwise noted and must be arranged independently or paid directly to the provider at tour check-in or upon receiving items. All liability is assumed to be borne by the guest.

Use of Amenities and Safety Precautions: Use of the swimming pool, spa, fireplace, games, kayak, paddleboard, snorkel gear, and/or any other amenities located on the property carries risks that may result in serious injury or death. Unsupervised use by children is prohibited. All children should be supervised and wear flotation devices when in or around the swimming pool or spa to avoid the risk of drowning or other injury. Elderly persons, pregnant women, infants, and anyone subject to heart disease, diabetes, low or high blood pressure, strokes, epilepsy, or similar afflictions should not enter a spa alone and should consult their physician before use. Areas around the swimming pool and spa may be slippery – use extreme caution. Never use a spa or swimming pool while under the influence of drugs or alcohol. If you are taking medication of any kind or being treated for any illness, consult your physician before use. Spa temperature should be kept below 104 degrees Fahrenheit for personal safety. Los Cabos has extreme and dangerous terrain in many places – cliffs, protruding rocks, rip currents, tide differentials, etc. – some of these hazards may be on the premises – caution should be used at all times.

Indemnity and Agreement Validity: I further expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by law and that if any provision is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I have read, understand the risks, and voluntarily sign this release and waiver of liability and indemnity agreement, and further agree that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

Electronic Communication and Digital Signatures: The undersigned also agrees to receive electronic communication from Cabo Luxury LLC before, during, and after their stay, including but not limited to trip details, marketing information, and notifications to better their travel experience. By signing this waiver electronically or with a wet signature, the undersigned acknowledges and accepts that both digital and wet signatures are legally binding and fully enforceable by the undersigned and all parties involved in this agreement.

Media Consent: Where the primary Guest has requested photography or consented on behalf of the group, I also consent to the Company's use of photographs and video in which I appear for marketing purposes, without compensation. If I do not consent, I must notify the Company in writing prior to arrival.

Data Protection and Privacy: I acknowledge that my personal information will be handled in accordance with relevant data protection and privacy laws. The Company is committed to ensuring the privacy and security of personal data and will not share this information without my consent, except as required by law.

Regulaciones de Ruido y Expulsión de Huéspedes: El incumplimiento de las regulaciones de ruido y cualquier otra regla establecida del vecindario o de la HOA resultará en multas significativas, arresto por parte de la policía, o expulsión de la propiedad. La Asociación de Propietarios, el propietario de la propiedad, el administrador de la propiedad y Cabo Luxury LLC se reservan el derecho de expulsar a cualquier huésped que viole cualquiera de las reglas anteriores y retener todo el dinero pagado, incluido el depósito de seguridad. Cualquier huésped a quien cualquiera de las partes anteriores le pida abandonar las Instalaciones deberá cumplir de inmediato. Cualquiera de las partes anteriores puede requerir la salida de un huésped individual sin cancelar la reservación, y el Huésped principal se asegurará de que dicha persona se retire de inmediato y no regrese. La negativa a cumplir es motivo de terminación inmediata de la reservación y de la pérdida de todo el dinero pagado, incluido el depósito de seguridad. La prostitución y el uso de drogas ilegales en México son delitos sancionados por la ley; le pedimos tener cuidado y no invitar a desconocidos a la casa. En esta comunidad están prohibidos el ruido excesivo, el consumo de alcohol en áreas públicas, la desnudez en público y cualquier tipo de actividad ilegal. La actividad ilegal, el incumplimiento de las reglas de la comunidad (HOA) o del vecindario, o la intervención de la policía para hacer cumplir dichas reglas, son motivo de expulsión de la propiedad y de la pérdida de todo el dinero pagado, incluido el depósito de garantía. Cabo Luxury se reserva el derecho de negar el servicio.

Seguro y Condiciones Médicas: Por la presente asumo la plena responsabilidad por el riesgo de lesiones corporales, enfermedad, muerte o daño a la propiedad debido a la negligencia de las Personas Liberadas o de otra manera mientras esté en o sobre la propiedad. Cada uno de los firmantes certifica que él/ella y los invitados tienen un seguro adecuado para cubrir cualquier lesión, enfermedad, enfermedad, daño o pérdida que pueda ser causado o sufrido mientras esté en o sobre el área, o acepta asumir la responsabilidad y los costos de dicho daño o lesión. Cada uno de los firmantes declara además que no tiene condiciones médicas que interfieran con el uso de spa, piscina, escalada de escaleras, etc. o de lo contrario asume y asume los costos y riesgos que puedan ser creados, directa o indirectamente, por cualquier condición de este tipo. Recomendamos encarecidamente la compra de un seguro de cancelación de viaje, accidente, vida, médico, equipaje, alquiler de villas, alquiler de coches/carritos u otro seguro para prevenir o mitigar inconvenientes antes, durante y después del viaje. El seguro para carritos de golf, vehículos, equipos, proveedores y tours no se incluye en el precio, a menos que se indique lo contrario, y debe organizarse de forma independiente o pagarse directamente al proveedor en el momento del check-in o al recibir los artículos. Toda la responsabilidad se asume por el huésped.

Uso de Amenidades y Precauciones de Seguridad: El uso de la piscina, spa, chimenea, juegos, kayak, tabla de remo, equipo de snorkel y/o cualquier otra amenidad ubicada en la propiedad conlleva riesgos que pueden resultar en lesiones graves o muerte. El uso sin supervisión por parte de niños está prohibido. Todos los niños deben estar supervisados y usar dispositivos de flotación cuando estén en o alrededor de la piscina o el spa para evitar el riesgo de ahogamiento u otras lesiones. Las personas mayores, mujeres embarazadas, bebés y cualquier persona sujeta a enfermedades del corazón, diabetes, presión arterial baja o alta, derrames cerebrales, epilepsia o afecciones similares no deben entrar a un spa solos y deben consultar a su médico antes de usarlo. Las áreas alrededor de la piscina y el spa pueden estar resbaladizas: use extrema precaución. Nunca use un spa o piscina mientras esté bajo la influencia de drogas o alcohol. Si está tomando medicamentos de cualquier tipo o recibiendo tratamiento por alguna enfermedad, consulte a su médico antes de usar el spa. La temperatura del spa debe mantenerse por debajo de los 104 grados Fahrenheit por seguridad personal.

Age Certification and Binding on Minors: I certify that I am 21 years of age or older. By signing this waiver, I agree that its terms are also binding on any guests under the age of 21 for whom I am the parent or legal guardian, as well as any minors under my care, including those who are not related to me. I ensure that they are aware of and will comply with all terms herein and any and all HOA or neighborhood policies.

Health and Disaster-Related Clauses: I acknowledge that health-related risks and other disasters, such as epidemics, pandemics, weather events, strikes, war, quarantine, closed borders, or similar occurrences, can arise unexpectedly and are beyond the control of the Company. The Company cannot and will not be held responsible for any inconvenience, delay, expense, or other impacts resulting from such events, whether they occur before or during the trip. I indemnify and hold the Company harmless and agree that the Company is not and shall not be liable for any expense, loss, damage, or other claim with respect to any health-related or other disaster, testing procedures, outcome of results, or any other inconvenience or expense related to such events.

Legal Provisions: Regardless of the undersigned's location or domicile at the time of signing this document, the undersigned waives any jurisdictional objections and expressly submits to the exclusive jurisdiction of the courts located in Los Cabos, Mexico, where the properties and service providers are based. In the event of any legal proceedings or disputes arising from or in connection with this Agreement, I acknowledge and agree that the maximum liability of the Company shall be strictly limited to the total amount of commission the Company received for facilitating this rental. No additional damages, fees, or compensation beyond this amount shall be awarded to me in the resolution of any dispute. This Waiver shall be binding upon myself, and my successors, assignees, subrogees, heirs, estate, and legal and personal representatives. Should a dispute arise under, regarding, or arising out of the Waiver, the matter will be submitted to the state court in the Municipality of Los Cabos, Baja California Sur. The primary Guest who signs the Rental Agreement is the only person who has any legal standing in any dispute related to a rental of the Premises for my contracted occupancy dates. Neither the failure nor any delay on the part of the Company to exercise any right remedy, power, or privilege ("Right"), under this waiver shall operate as a waiver thereof, nor shall any single or partial exercise of any Right preclude any other or further exercise of the same or any Right, nor shall any waiver of any Right with respect to any occurrence be construed as a waiver of such Right with respect to any other occurrence. The provisions of this waiver shall survive any termination of service with the Company.

Los Cabos tiene terrenos extremos y peligrosos en muchos lugares, como acantilados, rocas salientes, corrientes de resaca, diferencias de marea, etc. - algunos de estos peligros pueden estar en las instalaciones - se debe tener precaución en todo momento.

Indemnización y Validez del Acuerdo: Además, acepto expresamente que el presente acuerdo de liberación, exención e indemnización tiene la intención de ser tan amplio e inclusivo como lo permita la ley y que si alguna disposición se considera inválida, se acuerda que el saldo, no obstante, continuará en plena vigencia y efecto legal. He leído, entiendo los riesgos y firmo voluntariamente este acuerdo de liberación y exención de responsabilidad e indemnización, y además acuerdo que no se han hecho representaciones, declaraciones o incentivos orales aparte del acuerdo escrito anterior.

Comunicación Electrónica y Firmas Digitales: El firmante también acepta recibir comunicación electrónica de Cabo Luxury LLC antes, durante y después de su estancia, incluida, entre otros, detalles del viaje, información de marketing y notificaciones para mejorar su experiencia de viaje. Al firmar esta exención electrónicamente o con una firma manuscrita, el abajo firmante reconoce y acepta que tanto las firmas digitales como las manuscritas son legalmente vinculantes y totalmente ejecutables por el abajo firmante y todas las partes involucradas en este acuerdo.

Consentimiento de Medios: Cuando el Huésped principal haya solicitado fotografía o haya otorgado su consentimiento en nombre del grupo, yo también consiento el uso por parte de la Compañía de fotografías y video en los que aparezca, con fines de marketing y sin compensación. Si no otorgo mi consentimiento, debo notificarlo por escrito a la Compañía antes de mi llegada.

Protección de Datos y Privacidad: Reconozco que mi información personal se manejará de acuerdo con las leyes de protección de datos y privacidad relevantes. La Compañía se compromete a garantizar la privacidad y seguridad de los datos personales y no compartirá esta información sin mi consentimiento, excepto cuando lo exija la ley.

Certificación de Edad y Vinculación de Menores: Certifico que tengo 21 años de edad o más. Al firmar esta exención, acepto que sus términos también son vinculantes para cualquier huésped menor de 21 años para quien soy el padre o tutor legal, así como para cualquier menor bajo mi cuidado, incluidos aquellos que no están relacionados conmigo. Me aseguro de que estén al tanto y cumplirán con todos los términos aquí establecidos y con cualquier política de la HOA o del vecindario.

Cláusulas Relacionadas con la Salud y Desastres: Reconozco que los riesgos relacionados con la salud y otros desastres, como epidemias, pandemias, eventos climáticos, huelgas, guerra, cuarentena, cierre de fronteras u ocurrencias similares, pueden surgir inesperadamente y están fuera del control de la Compañía. La Compañía no puede y no será responsable de ningún inconveniente, retraso, gasto u otros impactos resultantes de tales eventos, ya sea que ocurran antes o durante el viaje. Indemnizo y mantengo a la Compañía indemne y acuerdo que la Compañía no es ni será responsable por ningún gasto, pérdida, daño u otra reclamación con respecto a cualquier desastre relacionado con la salud u otro desastre, procedimientos de prueba, resultados o cualquier otro inconveniente o gasto relacionado con tales eventos.

Acceptance and Understanding:

Each of the undersigned has read, understands the risks, and voluntarily signs this release and waiver of liability and indemnity agreement, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

I HAVE READ THIS WAIVER, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Any provision of the waiver that is prohibited or unenforceable in any jurisdiction, shall as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. No statements regarding the effect of this waiver which or is not contained in the Waiver shall modify the terms of the waiver. This Waiver is in addition to and does not supersede any other written instrument which I have executed or may execute in the future and in which I release, waive, or limit liability with respect to the Released Persons. This Waiver shall be governed by and construed in accordance with the laws of the state of Baja California Sur, Mexico, without application of choice of law principles.

Disposiciones Legales: Independientemente de la ubicación o domicilio del firmante en el momento de la firma de este documento, el firmante renuncia a cualquier objeción jurisdiccional y se somete expresamente a la jurisdicción exclusiva de los tribunales ubicados en Los Cabos, México, donde se encuentran las propiedades y los proveedores de servicios. En caso de cualquier procedimiento legal o disputa que surja de o en conexión con este Acuerdo, reconozco y acepto que la responsabilidad máxima de la Compañía se limitará estrictamente al monto total de la comisión que la Compañía recibió por facilitar este alquiler. No se otorgarán daños adicionales, honorarios ni compensaciones más allá de esta cantidad en la resolución de cualquier disputa. Esta Exención será vinculante para mí, y mis sucesores, cesionarios, subrogados, herederos, bienes y representantes legales y personales. En caso de que surja una disputa en virtud de, en relación con, o derivada de la Exención, el asunto será sometido al tribunal estatal en el Municipio de Los Cabos, Baja California Sur. El Huésped principal que firma el Contrato de Alquiler es la única persona que tiene capacidad legal en cualquier disputa relacionada con un alquiler de las Instalaciones para mis fechas de ocupación contratadas. Ni el incumplimiento ni cualquier demora por parte de la Compañía en el ejercicio de cualquier derecho, recurso, poder o privilegio ("Derecho") bajo esta exención operará como una renuncia al mismo, ni ningún ejercicio único o parcial de cualquier Derecho impedirá cualquier otro o mayor ejercicio del mismo o cualquier Derecho, ni ninguna renuncia a cualquier Derecho con respecto a cualquier ocurrencia se interpretará como una renuncia a dicho Derecho con respecto a cualquier otra ocurrencia. Las disposiciones de esta exención sobrevivirán a cualquier terminación del servicio con la Compañía

Aceptación y Entendimiento: Cada uno de los firmantes ha leído, entiende los riesgos y firma voluntariamente este acuerdo de liberación y exención de responsabilidad e indemnización, y además acuerda que no se han hecho representaciones, declaraciones o incentivos orales aparte del acuerdo escrito anterior.

HE LEÍDO ESTA EXENCIÓN, ENTIENDO QUE HE RENUNCIADO A DERECHOS SUSTANCIALES AL FIRMARLA Y LA HE FIRMADO LIBREMENTE Y SIN NINGÚN TIPO DE INDUCCIÓN O ASEGURAMIENTO DE NINGUNA NATURALEZA Y TENGO LA INTENCIÓN DE QUE SEA UNA LIBERACIÓN COMPLETA E INCONDICIONAL DE TODA RESPONSABILIDAD EN LA MÁXIMA MEDIDA PERMITIDA POR LA LEY.

Cualquier disposición de la exención que esté prohibida o no sea ejecutable en cualquier jurisdicción, será ineficaz en esa jurisdicción en la medida de dicha prohibición o inejecutabilidad sin invalidar las disposiciones restantes del presente documento ni afectar la validez o ejecutabilidad de dicha disposición en cualquier otra jurisdicción. Ninguna declaración respecto al efecto de esta exención que no esté contenida en la Exención modificará los términos de la exención. Esta Exención es adicional y no reemplaza cualquier otro instrumento escrito que yo haya ejecutado o pueda ejecutar en el futuro y en el que libere, renuncie o limite la responsabilidad con respecto a las Personas Liberadas. Esta Exención se regirá e interpretará de acuerdo con las leyes del estado de Baja California Sur, México, sin aplicación de los principios de elección de ley.

TERMS AND CONDITIONS

TERMS AND CONDITIONS- Apply to all Activities and Services. Boat charters and villa rentals require a separate contract. Unless otherwise noted, services are to be paid 100% at time of confirmation of itinerary.

RESERVATIONS- Should be made well in advance as space is limited. Reservations made or booked outside of Cabo Luxury are the responsibility of the guest, and we cannot mediate or interfere as we are obliged contractually or otherwise to refrain from doing so.

CANCELLATIONS & REFUNDS- Any cancellation penalties imposed on Cabo Luxury by the providers will be charged to the client, in addition to all the points below. There will be no refunds for unused portions if guests elect to cancel or change any arrangement once the trip has commenced. Holiday reservations are non-refundable and non-transferable. A service is a Holiday reservation if any part of it falls within a Holiday period, and all Holiday terms apply to the entire service. Holiday periods are December 18 through January 4 and the Monday before the US Thanksgiving holiday through the Sunday after. Quoted pricing for any service is estimated until paid in full and is subject to change at any time without notice. Services are charged to the Guest's house account on the card provided under the Rental Agreement and may be charged in advance, in full or in part, upon confirmation. Once a payment has been authorized, the form of payment may not be changed. Credit card service fees are non-refundable and will not be credited, reversed, or applied to any subsequent payment. Cancellations made 72 hours or less prior to the date of your activity are non-refundable for golf, tours, activities, and all spa and in-villa services. Guests are subject to vendors' specific policies. Any cancellation must be made in writing and will be subject to the following cancellation policies:

GOLF- Rates include greens fees, cart, and use of practice facility up to one hour before tee time. Non-playing riders and rental clubs are not included. Cancellations made 72 hours or more in advance of tee time are refunded in full minus a \$25 per person per round fee. All golfers are subject to club rules and policies. Groups of 10+ will be treated as a group and will have a separate contract. Cabo del Sol golf: full payment is due to confirm reservation and all payments are non-refundable.

TOURS & ACTIVITIES- Cancellations made 72 hours or more prior to the date of your activity will be refunded in full minus a \$25 fee per person, per activity.

SPA & IN-VILLA SERVICES- Cancellations made 72 hours or more prior to the date of your service will be refunded in full minus a \$25 fee per person, per service. Guests are liable for damage to any items rented or gifted to guests and will assume any replacement costs. Guests are responsible for towels, bedding, and all other home contents, including damage by makeup removal and oil and lotions common to spa treatments.

BUTLER & CHAUFFEUR SERVICES- Cancellations made 7 days or more prior to the date of service are fully refundable. Cancellations made less than 7 days prior to date of service are non-refundable.

RESTAURANT RESERVATIONS- Cabo Luxury is happy to assist with making restaurant reservations and we do not charge for this service. We are not responsible for any cancellation fees, penalties, or lost reservations in relation to this service. Some restaurants may require a credit card and cancellation fees may apply.

PRIVATE CHEF SERVICES- Cancellations made 7 days or more prior to the date of service are fully refundable. Cancellations made less than 7 days prior to date of service are non-refundable.

RENTAL VEHICLES- Cabo Luxury is happy to assist with making rental golf cart and rental vehicle reservations but is not a party to the contract between renter and rental car or cart company. Each rental company carries their own cancellation policies. Guests will be subject to the cancellation and usage policies of the company from which they rent. If a chauffeur is contracted, the chauffeur will be required to be present at the time of reception of vehicle and when the vehicle rental contract is signed. It is the renter's responsibility to be present when the car is returned to the rental agency, and renter assumes full responsibility and liability for anything related to the vehicle and its usage, even when used by a chauffeur, including but not limited to damages to the car, unfilled gas tanks, and any fees due to the rental car company. A driver's license is required for operation of all vehicle types.

PRIVATE TRANSPORTATION- Cancellations made 24 hours prior to time of service are fully refundable. Cancellations made less than 24 hours prior to time of service are non-refundable and will be charged even if the service is not rendered.

AIRPORT TRANSFERS- All airport transfers are to be paid in full at confirmation of itinerary and are non-refundable. Vehicles are not permitted to wait at the airport for more than 30 minutes. Guests sharing a vehicle will be picked up around the estimated time of the last arrival. Changes due to delayed or missed flights may be subject to additional fees. Transportation at the airport is federally regulated and can cause unforeseen delays outside of the company or vendor's control.

STOPS- Additional stops during airport transfers must be arranged in advance and are subject to extra charges. These stops are outside the standard service due to scheduling constraints during peak times.

PRICES- Are quoted in U.S. dollars. Supplemental charges may apply during peak seasons and/or periods of high occupancy. Taxes may apply. Certain vendors price their services in Mexican pesos, and the dollar amount of those services is subject to the exchange rate. Pricing remains subject to change until payment for the service has been received in full, after which the price is fixed. Cabo Luxury makes every reasonable effort to quote accurately.

FACTURAS- Cabo Luxury LLC is a United States company and does not issue Mexican facturas. Any guest requiring a factura must request it in writing before the service is confirmed. Requests made after confirmation or after payment cannot be accommodated.

TRAVEL REQUIREMENTS- Passports are required for travel to Mexico and must be valid for at least 6 months from the date of entry. Non-Mexican citizens should check with their consulates for entry requirements. It is the passenger's responsibility to have a valid passport and all necessary documentation. Travel requirements are subject to change without notice, and Cabo Luxury cannot be held liable for any changes or travel restrictions. Consult your physician for recommended vaccinations based on your health condition. Verify reentry rules with your home country.

NOT INCLUDED IN THE PRICE are the following items: Passports, visas, vaccinations, beverages, and meals not specified in the package, excess baggage charges, personal and baggage insurance, health insurance, U.S. transportation tax, U.S. departure tax, foreign airport embarkation taxes, services not included in the tour programs, and other items of a personal nature. Additional costs incurred due to change of airline scheduling are not included.

RESPONSIBILITY- Cabo Luxury acts only as an independent contractor and agrees to use its best judgment and discretion regarding advertising, arranging travel, and booking accommodations, tours, activities, and services, however, no guarantees can be made regarding quality or availability. Cabo Luxury, its parent, subsidiaries, and affiliates, and their respective owners, partners, members, managers, directors, officers, employees, agents, contractors, representatives, and vendors, will be held harmless for, and assume no liability for, any injury, damage, loss, expense, accident, loss of life, delay, inconvenience, or irregularity which may be occasioned through the acts of default of any person or company engaged in conveying or booking the clients, or by virtue of any act or omission of any person or company in carrying out the arrangements and activities made by Cabo Luxury. Contractors are not employees of Cabo Luxury.

Any person hired by the guest is assumed to be vetted by guest with all responsibility and liability being borne by guest. Cabo Luxury can accept no responsibility for losses or additional expenses due to delay or changes in air or other service, sickness, weather, strikes, war, quarantine, pandemic, closed borders, or other causes, whether resulting from the acts or omissions of others or our own negligence. All such losses or expenses will have to be borne by the guest, as tour and service rates provide arrangements only for the time stated. The right is reserved to substitute services or other accommodation of similar category for those named should circumstances necessitate. Primary contracted guest acknowledges and accepts responsibility for ensuring that all members of his or her group are aware and accept all terms herein, those of the rental contract, and any and all HOA or neighborhood policies. Illegal activity, failure to follow

HOA/neighborhood rules, police involvement to enforce rules, or a request by the property owner or the property manager that a guest leave the property are grounds for removal from property and forfeiture of all paid monies including security deposit. Cabo Luxury maintains the right to refuse service.

INSURANCE- We strongly recommend the purchase of trip cancellation, accident, life, medical, baggage, villa rental,

car/cart rental, or other insurance to prevent or mitigate inconvenience before, during and after travel. Insurance for golf carts, vehicles, equipment, providers, and tours is assumed to be not included in the pricing unless otherwise noted and must be arranged independently or paid directly to the provider at tour check-in or upon receiving items. All liability is assumed to be borne by the guest.

RIGHTS RESERVED- Cabo Luxury reserves the right to make exceptions to or amend these Terms & Conditions as is deemed necessary.

RULES & GUIDELINES FOR VILLA GUESTS

Most of our luxury villas are located in gated private residential communities throughout the Los Cabos area. We wish to remind our guests that many full-time residents also live in these areas. Please be considerate to your neighbors. To ensure the enjoyment and use of these properties for all concerned persons, we require that you extend common courtesy and abide by a few important rules in addition to our Terms & Conditions and the terms of your rental contract:

1. Excessive outdoor noise is prohibited at any time. Please observe quiet time from 10pm to 7am.
2. Outside vendors (vendors not arranged directly with Cabo Luxury) and persons other than those listed on the rental contract are not permitted on the property at any time.
3. Consumption of alcoholic beverages in public areas is prohibited.
4. Public nudity is prohibited.
5. Illegal activity of any kind is strictly prohibited.
6. Parties and events must be pre-approved and may be subject to event fees.
7. Intoxicated guests will not be allowed to walk through the gate and will be required to return to the villa in a taxi.
8. Drones are not permitted at or around the property without prior written approval of the Homeowner's Association.
9. Any damage, loss, or missing item, whether to the property or to your own belongings, must be reported in writing to your Cabo Luxury concierge or villa rental agent while you are in residence.

Local Homeowner's Association security personnel strictly enforce these rules; violations will result in fines of \$1,000 to \$5,000.00 and/or arrest and/or removal from the property.

Onsite property managers, the property owner, the Homeowner's Association, and rental company reserve the right to remove rental guests in violation of the above rules, without refund or return of security deposit. Please respect the property you are using as if it were your own.

THANK YOU.