

JOSHUA TREE OASIS, LLC
Rental & Release Agreement

Tenant

The foregoing person (hereinafter called "Tenant") hereby agrees to lease the premises known as Joshua Tree Oasis, LLC (hereinafter called "Premises") from Ethan Wilson (hereinafter "Owner"), upon the following terms and conditions:

1. TERM. _____ days commencing on _____ (date) at 3 p.m. and ending on _____ (date) at 11am.
2. RENT. Tenant shall pay as rent for the use of the Premises during the Term the sum of _____ in advance to Owner. Tenant agrees to pay said Rent in full by certified, cashiers, or personal check prior to occupying the Premises.

As a condition precedent to Owner's agreement to lease said Premises to Tenant upon the terms set forth above, Tenant agrees to execute the release and waiver contained herein as follows:

Upon execution of this Rental & Release Agreement ("Agreement") by all or both parties (as applicable), Tenant hereby releases and forever discharges Owner and Owner's heirs, assigns, beneficiaries, employees, and agents from any and all claims, demands, liabilities, obligations, causes of action, loss, damage or injury whatsoever, whether known or unknown, suspected or unsuspected, arising out of and/or in connection with this Agreement and/or Tenant's use and rental of the Premises. Tenant hereby assumes all liability for and will hold Owner harmless from and against any and all claims, demands, liabilities, obligations, causes of action, loss, damage or injury whatsoever, whether known or unknown, suspected or unsuspected, claimed by any guest or invitee of Tenant's upon the Premises during the Term.

It is the intention of the parties that the release contained herein shall be effective as a bar to each and every claim, demand and cause of action concerning the rental of the Premises, including, without limitation, any injury to Tenant, Tenant's guests and invitees and Tenant's property occurring as a result of Tenant's rental and/or use of the Premises. In the event that the Premises sustains any property damage and/or in the event that anything is taken from the Premises during the Term, Tenant shall be fully liable for the cost to Owner to repair or replace any such property, as applicable, and Tenant will be notified and Owner shall be hereby authorized to charge Tenant's credit card for said amount.

This Agreement shall in all respects be governed by the laws of the State of California. Tenant acknowledges that Tenant has been advised by legal counsel and is familiar with Section 1542 of the Civil Code of the State of California, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT NOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Tenant expressly waives any right or benefit, which Tenant has or may have under Section 1542 of the California Civil Code or any other provision of the statutory or non-statutory law of any other jurisdiction. Tenant acknowledges that in the future Tenant may discover claims or facts in addition to or different from those that Tenant now knows or believes to exist with respect to the subject matter of this release, and Tenant intends to fully, finally and forever release all claims whether now or hereafter in existence with respect to the Agreement and the use of the Premises. This release will remain in effect as a full and complete release notwithstanding the discovery or existence of any additional claims or facts.

The terms of this Agreement are severable and should a court of law find any term hereof to be invalid the remainder of this Agreement shall be given full force and effect under the law.

TENANT HEREBY ACKNOWLEDGES READING AND RECEIVING A COPY HEREOF.

Signature (s):

Tenant

Date