

RELEASE BY PARTICIPANT AND CONFIRMATION OF INSURANCE

This Release is given by _____ on this ____ day of _____, 20__ in favor of **VISTA LAKES COMMUNITY ASSOCIATION, INC.**, (the "Association").

1. I, _____, hereby acknowledge that I have voluntarily applied to participate in the sport of _____ ("sport") or activity of _____ ("activity"), which sport or activity will be conducted on the property/facilities owned and maintained by the Association (hereafter referred to as the "Facilities"), whether organized by the Association or not. I understand that this sport or activity involves risk of harm and injury. I am aware of the risks and dangers inherent with this sport or activity, and I knowingly and willingly assume the risk of injury, death or loss arising therefrom.

2. I understand and agree that any bodily injury, death or loss of personal property and expenses resulting from my participation in this sport or activity and the use of the Facilities are my responsibility, for which I assume all risk.

3. I understand that accidents or illness can occur while participating in this sport or activity and that such might result not only from my own actions, inactions, or negligence but the actions, inactions, or negligence of others, or the conditions of the Facilities or of any equipment used. Further, I understand that there may be other risks not known to me or not reasonably foreseeable at this time. I agree and state that I am fully capable of participating in such sport or activity. To the best of my knowledge, I am in excellent health with no known physical handicaps that might hinder my full participation in this sport or activity, and I am fully capable of handling the hazards and conditions associated with the sport or activity and all related sports or activities. If applicable, I have obtained medical clearances needed to participate in the sport or activity.

4. As lawful consideration for being permitted by the Association to participate in the sport or activity associated with the use of the Facilities, I release from any legal liability, the Association and all of its officers, directors, members, agents, property managers and employees for any and all injury, death, damages or loss caused by or resulting from my participation in the sport or activity, the use of the Facilities, and the use of any equipment on the Facilities, whether or not such injury, death or loss was caused by or resulted from the negligent or grossly negligent actions or inactions of the Association or any other cause. Also, as lawful consideration for being permitted by the Association to participate in the sport or activity associated with the use of the Facilities, I release from any legal liability the Association and all of its officers, directors, members, agents, property managers and employees for any personal property loss or theft, which may occur at any time while I am participating in the sport or activity on the Facilities.

5. I further agree not to sue, claim against, attach the property of or prosecute the Association, its officers, directors, members, agents, property manager and employees for any injury, death, damages or loss (including, but not limited to, the loss of personal property) caused by or resulting from my participation in the sport or activity, the use of the Facilities, and the use of any equipment on the Facilities, whether or not such injury, death, damages or loss of personal property was caused by or resulted from the negligent or grossly negligent actions or inactions of the Association or any other cause.

6. I further agree to defend, indemnify and hold harmless the Association, its officers, directors, members, agents, property manager and employees for any injury, death, damages or loss (including but not limited loss of personal property) caused by or resulting from my participation in the sport or activity, my the use of the Facilities, and any equipment thereon, whether or not such injury, death, damages or loss was caused by or resulted from the negligent or grossly negligent actions or

inactions of the Association or any other cause.

7. This Release shall be legally binding on me, my estate, heirs, assigns, legal guardians and personal representatives.

8. The validity, interpretation, construction and effect of this Release shall be in accordance with and governed by the laws of the State of Florida. In the event any provision hereof shall be finally determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Release, which shall remain in full force and effect.

9. Orange County, Florida, shall be proper venue for any litigation involving this Release.

10. Should there be litigation involving this Release, the prevailing party shall be entitled to collect its reasonable attorneys' and paralegals' fees and all other costs and expenses incurred, including, but not limited to, witness fees, expert fees, consultant fees, attorneys' fees, paralegals' fees, and other professional fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, in any bankruptcy action, at trial or on appeal in the action from the non-prevailing party. As used herein, the term "prevailing party" shall mean the party who receives substantially the relief sought.

11. I acknowledge that I have been given the opportunity to consult with legal counsel prior to signing this Release, and represent to the Association that I fully understand and appreciate the rights which are being relinquished and waived hereby.

12. I FURTHER EXPRESSLY AGREE THAT THE FOREGOING RELEASE IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA AND THAT IF ANY PORTION THEREOF IS HELD INVALID, I AGREE THAT THE BALANCE SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT. I HAVE CAREFULLY READ THE ABOVE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I MAY HAVE AND I ENTER INTO THIS RELEASE OF MY OWN FREE WILL. I FURTHER AGREE THAT NO ORAL REPRESENTATION, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING HAVE BEEN MADE.

PARTICIPANT:

Signature

Address

Printed Name

City, State, Zip

Date

Phone Number

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