



WAIVER, RELEASE, HOLD HARMLESS, AND INDEMNIFICATION OF LIABILITY

MUST BE COMPLETED AND SIGNED BY EVERY PERSON (PARENT OR GUARDIAN OF A MINOR) USING ASSOCIATION FACILITIES, EQUIPMENT, OR ENGAGED IN ANY ACTIVITIES INCIDENTAL HERETO DURING THE STATE OF EMERGENCY DUE TO COVID-19.

• The undersigned in consideration for use of Grand Isles Master Homeowners Association, Inc. (“Association”) facilities, equipment, and to engage in any activities incidental hereto, wherever, whenever, or however the same occur, I, for myself, for my heirs, successors, devisees, representatives, assigns, executors and administrators, indemnify, hold harmless, defend, release and forever discharge Grand Isles Master Homeowners, Inc., a Florida not-for-profit corporation (“Association”), including its members, officers, directors, agents, contractors and employees (all collectively referred to as “Releasees”) of all liabilities, claims, demands, actions, foreseen and unforeseen bodily and personal injuries, damages, medical and/or hospital bills, costs for damages to others or others’ property, losses, loss of income, loss of services, attorneys’ fees and costs (pre-trial, trial, mediation, arbitration, appellate, and bankruptcy) and expenses as well as any expenses or claims that arise concerning, relating to, or as a result of this instrument which I, my heirs, successors, devisees, representatives, assigns, executors and administrators may have against Releasees arising out of or in any way connected with the use of Association facilities, equipment, or engaging in any activities incidental hereto, wherever, whenever, or however the same occur. The term “claims” in this provision includes, but is not limited to lawsuits, arbitrations, mediations, bankruptcy, appeals and any other type of action, whether seeking damages or other relief, whether arising from or relating to or in any way connected with the use of Association facilities, equipment, or engaging in any activities incidental hereto, wherever, whenever, or however the same occur or as a result of this instrument. **I understand that this waiver, release, hold harmless, and indemnification of liability includes any claims, future, present and past, based on negligence, action, or inaction of the Releasees.**

• I am aware that: there is a pandemic, COVID-19; there is no known vaccine or drug known to prevent the transmission of or to treat COVID-19; COVID-19 is highly transmittable; everyone, regardless of age or health condition, is threatened by COVID-19 and could be spreading the COVID-19 virus even if not displaying symptoms; the use of Association facilities, equipment and activities incidental hereto may result in exposure, contracting, and transmitting COVID-19; and, the use of Association facilities, equipment and activities incidental hereto range from vigorous cardiovascular activity (e.g. swimming, aerobics, bicycles, stair machines, or treadmills) to the strenuous exertion of strength training (e.g. free weights, weight machines). I understand that the use of Association facilities, equipment and activities incidental hereto involve certain risks, including, but not limited to, exposure to, contracting, and transmitting COVID-19, death, serious neck and spinal injuries resulting in complete or partial paralysis, heart attacks, and injury to bones, joints, tendons, ligaments, muscles. I am voluntarily using Association facilities, equipment and engaging in activities incidental hereto with knowledge of dangers involved and hereby agree to accept any and all inherent risks of property damage, personal injury or death.

• This Waiver, Release, Hold Harmless, and Indemnification of Liability is intended to be as broad and inclusive as permitted by the laws of the State of Florida and if any portion is held invalid, the remainder will continue in full legal force and effect. Jurisdiction and venue for any legal proceeding concerning, relating to or regarding this document and its purpose must be in a court of competent jurisdiction located in Palm Beach County, Florida.

• I affirm that I am of legal age, I have authority to sign and I freely and voluntarily sign this Waiver, Release, Hold Harmless, and Indemnification of Liability. If the name of a minor or ward is stated below, I am the legal guardian of the minor or ward, and I execute this Waiver, Release, Hold Harmless, and Indemnification of Liability for the health, welfare, and education of the minor.

BY SIGNING I ACKNOWLEDGE THAT I HAVE READ THIS WAIVER, RELEASE, HOLD HARMLESS, AND INDEMNIFICATION OF LIABILITY, THAT I FULLY UNDERSTAND THE LEGAL RIGHTS I AM WAIVING AND FREELY AND VOLUNTARILY GIVE UP THESE LEGAL RIGHTS AND I AGREE TO USE GRAND ISLES MASTER HOMEOWNERS ASSOCIATION, INC. FACILITIES, EQUIPMENT, AND ENGAGE IN ANY ACTIVITIES INCIDENTAL HERETO, WHEREVER, WHENEVER, OR HOWEVER THE SAME OCCUR AT MY OWN RISK.

Print Name: _____ ADDRESS _____
CIRCLE ONE RESIDENT/ PARENT/ LEGAL GUARDIAN

Signature: _____ Date: _____, 2020

Print Name of Minor/Ward: _____ Grand Isles Address: _____