

**Community Development District (CDD)**  
**Consent and Waiver Agreement**

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Thank you for using the Community Development District's ("District") Amenity Center and/or participating in its community programs. We appreciate your understanding and cooperation in maintaining both your safety and health, and the safety and health of others, by reading and signing the following Consent and Waiver Agreement ("Agreement"). This Agreement applies to, but does not by itself grant any rights regarding, the use of any of the District's Amenities, which feature among other things an amenity center, fitness stations, swimming pool, event lawn, tot-lot, dog park and walking trails and participation in any of the District's community programming activities.

Any capitalized terms not defined herein shall have the meaning ascribed to them in the District's amenities rules and policies, as may be amended from time to time. For purposes of this Agreement, the term "Activities," shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

In consideration for Participant being allowed to participate in some or all of the Activities, I, as the participant identified below ("Participant"), or I, as the parent and/or legal guardian of the Participant, who is a minor child, and on behalf of the Participant ("Participant's Guardian"), agree as follows.

**Acknowledgement of Participation**

Participant intends to voluntarily participate in one or more Activities. If Participant is a minor child, Participant's Guardian authorizes the Participant to voluntarily participate in one or more Activities. The District reserves the right to terminate the Participant's privilege to participate in the Activities at any time.

**Acknowledgement of Health**

Participant acknowledges and understands that the District recommends that Participant consult a physician prior to engaging in the Activities, and that it is Participant's sole responsibility to obtain an examination by a physician prior to involvement in the Activities. Participant certifies that he or she is physically and mentally capable of participating in the Activities and that Participant is not under any kind of medical treatment or has any mental or physical condition that would prevent Participant from participating in the Activities. Participant further acknowledges that Participant has either had a physical examination and been given a physician's approval to participate in the activities, or has elected to participate in the activities without the approval of a doctor and hereby assumes all risk and responsibility for participation in the Activities.

**Role of the District**

Participant acknowledges and understands that some or all of the Activities may be provided through third parties, that any such third parties are not affiliated with the District in any way, that the District does not endorse any such third parties, and that the District makes no representations concerning the qualifications or ability of any such third parties to conduct, teach, or lead the Activities.

### **Assumption of Risk**

Participant acknowledges and understands that participation in the Activities may have certain inherent risks, including, but not limited to, economic loss, significant changes in the Participant's physical or mental health, injury, disabilities, or even death to the Participant. Participant willfully and voluntarily assumes and accepts sole responsibility for all risks related to participation in the Activities, including, but not limited to, the risks mentioned above, damage to, loss or theft of real or personal property, or other loss or harm of any kind or nature. Participant is voluntarily participating in the Activities with knowledge of the dangers involved, and Participant agrees to assume and accept sole responsibility for Participant's safety and for any and all harm that may occur.

### **Waiver and Release of Liability**

Any Patron, Guest, or other person who participates in the Activities, including the Participant, shall do so at his or her own risk, and shall release and hold harmless, and forever discharge the District and its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Patron, Guest, or other person, including Participant, and any of his or her Guests and any members of his or her Family.

### **Sovereign Immunity**

Nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes or other statute or law.

### **Emergency Transportation and Care**

In the event that Participant is incapacitated and unable to respond, or in the event the Participant is a minor child, the District is authorized to seek emergency treatment, as required, and to transport the Participant to the appropriate medical facility in the event that urgent/emergency care is necessary. The medical facility and its medical staff have authorization to provide any treatment that a physician deems necessary for the well-being of the Participant. Participant shall be responsible for any resulting expenses. The District is not responsible for providing any such treatment or transportation, and the "Waiver and Release of Liability" provisions set forth above apply to any emergency medical transportation and/or treatment of Participant.

### **Rules and Policies**

Participant agrees to read and comply with the written rules and policies adopted by the District and relating to the Amenities, and further agrees to act in a safe manner when participating in the Activities. Participant further agrees to immediately inform a representative of the District, and to stop participating in the Activities, if Participant observes any unsafe condition or broken equipment, or if Participant experiences any pain, discomfort or other symptoms that Participant may suffer during or after participating in the Activities. Participant understands that Participant

may stop or delay participation in the Activities if Participant so desires and that Participant may also be requested to stop and rest by a District representative who observes any symptoms of distress or abnormal response, and Participant agrees to comply with such directions.

### **Insurance Coverage**

Participant understands that Participant is responsible for obtaining appropriate insurance coverage when participating in the Activities and that the District has no obligation to provide any insurance coverage.

### **Binding Effect**

This Agreement is binding on the Participant, and the Participant's spouse, minor children, heirs, executors, administrators, legal representatives, successors and assigns. If Participant is a minor child, this Agreement is also binding on the Participant's parents and/or legal guardians, including Participant's Guardian, not only on behalf of the Participant but also on the parents and/or legal guardians, including Participant's Guardian, in their own rights and capacity and to the same extent as Participant. The undersigned represents that he or she is authorized to bind to this Agreement all applicable parties, as set forth in this paragraph.

### **Miscellaneous Provisions**

This Agreement supersedes any prior written and/or oral agreements or representations made with respect to the subject matter contained herein. The provisions of this Agreement will continue in full force and effect even after the termination of the Activities. The provisions of this Agreement may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of the District and the party whose signature appears below. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable. This Agreement shall be governed by Florida Law. Venue for any actions arising under this Agreement shall be in a court of appropriate jurisdiction in Hillsborough County, Florida. Participant understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records under Chapter 119, Florida Statutes and shall be treated as such in accordance with Florida law. If any court proceeding or other action occurs between the parties as a result of this Agreement or any other document or act required by this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and all court costs including attorney's fees and court costs incurred in any pre-trial, trial, appellate and/or bankruptcy proceedings as well as attorney's fees and costs incurred in determining entitlement to and reasonableness of fees and costs.

**CONSENT & WAIVER AGREEMENT SIGNATURE PAGE**

I ACKNOWLEDGE AND AGREE THAT I HAVE READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT. IF PARTICIPANT IS A MINOR CHILD, I CERTIFY THAT I AM THE PARTICIPANT'S PARENT AND/OR LEGAL GUARDIAN AND THAT I AM LEGALLY AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF THE PARTICIPANT.

NOTE: Must be filled out for each member of the household that plans to use the pool facility.

List all participants living in the household that are **18 years of age and older**:

<b>Participant Name</b>	<b>Signature</b>
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List all participants living in the household that are **17 years of age and younger**:

<b>Participant Name</b>	<b>Parent/Guardian Signature</b>
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**Emergency Contact Information**

**Name**

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**Telephone**

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