

**ASSOCIATION OF POINCIANA VILLAGES, INC.**  
**WAIVER RELEASE AND HOLD HARMLESS AGREEMENT**

The undersigned, will be using property owned and/or operated by the Association of Poinciana Villages, Inc. (hereinafter "APV"). The undersigned is acting as a contractor, volunteer, employee, owner, is using a service provided by a third party or APV, or is providing some service to either a third party or APV. In consideration for the privilege of using APV's property, including but not limited to its Community Centers, Athletic Center, fields and pools (hereinafter "APV Property") the undersigned hereby agrees for themselves and their heirs, executors, administrators, successors and assigns as follows:

1. **RELEASE, DISCHARGE, ASSUMPTION OF THE RISK, INDEMNIFICATION & HOLD HARMLESS PROVISION.**

A. THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THEY ARE USING APV PROPERTY AT THEIR SOLE AND ABSOLUTE RISK. THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE USE OF APV PROPERTY CARRIES CERTAIN RISKS, INCLUDING THE RISK OF BODILY INJURY, PERSONAL INJURY, PROPERTY DAMAGE AND DEATH TO ONESELF AND OTHERS. IN CONSIDERATION FOR THE PRIVILEGE OF USING APV PROPERTY, THE UNDERSIGNED AGREES TO BEAR AND ASSUME ALL RISKS ASSOCIATED WITH THE USE OF THE FACILITIES, AND ALL (100%) OF THE DAMAGES, COSTS, LOSS OF SERVICES, EXPENSES, ATTORNEY'S FEES, AND COMPENSATION WHATSOEVER, WHICH THE UNDERSIGNED OR ANYONE ELSE MAY HEREAFTER ACCRUE ON ACCOUNT OF OR IN ANY WAY GROWING OUT OF ANY AND ALL KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN BODILY AND PERSONAL INJURIES, DEATH AND PROPERTY DAMAGE AND THE CONSEQUENCES THEREOF RESULTING OR TO RESULT FROM ANY ACCIDENT, CASUALTY, OR EVENT ASSOCIATED OR CONNECTED IN ANY WAY WITH THE USE OF THE FACILITIES. THE UNDERSIGNED AGREES THAT APV AND ITS PAST, PRESENT AND FUTURE MANAGERS, PREDECESSORS, SUCCESSORS, SUBSIDIARIES, AFFILIATES, DIVISIONS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, ASSIGNS, HEIRS, EXECUTORS, ADMINISTRATORS, INSURERS, ATTORNEYS, AND PERSONS, FIRMS OR CORPORATIONS HAVING AN INTEREST THEREIN (HEREINAFTER COLLECTIVELY REFERRED TO AS THE RELEASEES) SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, CAUSES OF ACTION, SUITS IN EQUITY OF WHATEVER KIND OR NATURE, DAMAGES, COSTS, LOSS OF SERVICES, EXPENSES, ATTORNEYS' FEES, AND COMPENSATION WHATSOEVER WHETHER CAUSED BY OR CLAIMED TO BE CAUSED IN WHOLE OR IN PART BY THE ACTS OR NEGLIGENCE OF THE RELEASEES.

B. THE UNDERSIGNED FURTHER AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASEES NAMED ABOVE FROM, AS WELL AS DISCHARGE, PAY AND INSURE THE RELEASEES FOR, ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, CAUSES OF ACTION, SUITS IN EQUITY OF WHATEVER KIND OR NATURE, COSTS, LOSS OF SERVICES, EXPENSES, ATTORNEYS' FEES, AND COMPENSATION WHATSOEVER, WHICH THE UNDERSIGNED, THIRD PARTIES, OR ANYONE ELSE MAY HEREAFTER ACCRUE ON ACCOUNT OF OR IN ANY WAY GROWING OUT OF ANY AND ALL KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN BODILY AND

PERSONAL INJURIES, DEATH AND PROPERTY DAMAGE, AND/OR CLAIMS OF MONETARY DAMAGES AND THE CONSEQUENCES THEREOF RESULTING OR TO RESULT FROM ANY ACCIDENT, CASUALTY, OR EVENT ASSOCIATED OR CONNECTED IN ANY WAY WITH THE USE OF APV PROPERTY AND/OR WRITTEN OR ORAL STATEMENTS MADE ON APV PROPERTY, NOTWITHSTANDING THAT SAID DAMAGES, COSTS, LOSS OF SERVICES, EXPENSES, ATTORNEYS' FEES, AND COMPENSATION MAY HAVE BEEN CAUSED OR CLAIMED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, ACTION OR INACTION OF ANY ONE OF THE RELEASEES.

C. The undersigned understands and agrees that the terms of this Waiver Release and Hold Harmless Agreement, apply to each and every time the undersigned uses the Association Property.

2. This Agreement and the provisions contained within it shall remain in full force and effect for so long as the undersigned uses and continues to use APV Property. Furthermore, the provisions of Section 1 shall survive the termination of this Agreement.

3. In the event APV initiates or is forced to defend an action to enforce any of the provisions of this Agreement and APV prevails, then APV shall be entitled to recover all costs reasonably incurred in such action, including, without limitation: attorneys and paralegals fees, pre-litigation fees (regardless of whether suit is brought) and court costs.

4. This agreement is governed by the laws of Florida and any legal action to enforce this agreement will take place in the appropriate court located in Osceola County, Florida.

5. The undersigned has carefully read and reviewed this Waiver, Release and Hold Harmless Agreement, understands it fully and executes it voluntarily.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Name (printed): \_\_\_\_\_

Signature

**If signer is under the age of 18 years:**

As the parent or guardian of the minor listed above, I accept and agree to all the terms and conditions of this agreement on behalf of said minor.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Name (printed): \_\_\_\_\_

Signature