



**ASSUMPTION OF RISKS, WAIVER OF CLAIMS, INDEMNITY AND RELEASE OF LIABILITY AGREEMENT  
FOR THE USE OF AMENITIES AT LATITUDE MARGARITAVILLE AT DAYTONA BEACH**

<b>Address</b>		
<b>Name of Resident/Guest (Last)</b>	<b>Phone</b>	<b>Email Address</b>
<b>(First)</b>		

In consideration for my being permitted to participate in the activities at Latitude Margaritaville at Daytona Beach (“**Community**”), I (or as parent or guardian on behalf of their participating minor child) agree to the following Assumption of Risks, Waiver of Claims, Indemnity and Release of Liability Agreement (“**Agreement**”):

I acknowledge that all activities provided by the Community, including, but not limited to, use of the Concert Band Shell and event area, swimming pools, walking trails, sport courts, Fins Up! Fitness Center, Latitude Bar & Chill, Last Mango Theater, and the Workin’ N’ Playin’ Center, The Beach Club, Beach Club shuttle, Barkaritaville Dog Park, beach, ball fields, etc. (each an “**Activity**” and collectively, the “**Activities**”), have inherent risks, hazards, and dangers for anyone that cannot be eliminated. I understand that these risks, hazards, and dangers include without limitation: (a) water hazards which may result in bodily injury or illness including drowning; (b) injuries or illness which may be caused by the negligence of other residents, lessees, guests, participants, and by employees, officers, directors, members, or managers of Latitude at Daytona Beach Homeowners Association, Inc. (“**Association**”) or Minto Communities, LLC (“**Minto**”). While engaging in some of the Activities, there may be encounters with wildlife, temperature extremes, inclement weather conditions, road hazards and unavailability of immediate medical attention in case of injury.

I understand the risks, hazards, and dangers of the Activities and that the Activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in the Activities safely. I understand that I have responsibilities. My participation in the Activities is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I voluntarily am participating in the activities of the community with full knowledge of the inherent risks, hazards, and dangers involved and hereby assume and accept any and all risks of injury, paralysis, or death arising from the activities. The Association may take photographs and other images of me participating in the Activities. I waive any right of privacy, publicity, compensation, copyright or other rights to those images and I consent to the Association using or publishing those images for any purposes in connection with marketing the Community but not otherwise.

I agree that immediately prior to participating in any Activity, I will inspect the facilities and equipment to be used and if any defect is apparent I will not use the facility or equipment and I will notify Management of any such defects.

I am aware and understand that the Association and Minto do not employ or contract with any lifeguards or have on or about the facility medical services, or have provisions for ordinary or emergency medical services including but not limited to emergency cardiovascular assistance.

I am aware and understand that video surveillance may occur in some areas of the Community. Video surveillance is not monitored. In the event of an emergency, 911 must be called.

I am aware and understand that losses, injury, disability or death may result from the actions, inactions or negligence on my part, on the part of the Association and Minto, on the part of others, the rules of play, or the condition of the facility or equipment.

I am aware and understand that wildlife may be present within the Community, including, without limitation, alligators, fish, insects, snakes, raccoons, deer, fowl and foxes. The Association and Minto shall have no responsibility for monitoring such wildlife or notifying Members or other persons of the presence of such wildlife. Each Member and his or her guests and invitees are responsible for their own safety.

Further, I, hereby knowingly and intentionally waive, release, indemnify and hold harmless the Association, Chartered Clubs, Clubs, Interest Groups, Minto and any of their respective, and their respective directors, officers, members, managers, agents and employees from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in the Activities, including, but not limited to, negligence of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in the Activities or the use of these services or equipment, whether such damage, loss, injury, paralysis, or death results from negligence of the Association, Minto, and any of their respective Chartered Clubs, Clubs, Interest Groups, or any of their employees, agents, officers, directors, members, managers, or any other person or entities acting in any capacity on their behalf, or from some other cause. I, for myself, my heirs, my successors, executors, subrogates, and guests further agree not to sue or seek recovery from the Association, Minto and any of their respective Chartered Club, Club, Interest Group, or any of their employees, agents, officers, directors, members, managers, or any other person or entities acting in any capacity on their behalf, as a result of any loss, claims, damages, property damage, injury, paralysis, or death suffered in connection with my use and participation in the Activities.

Lastly, I, for myself, my heirs, successors, executors, subrogates, and guests hereby hold harmless and indemnify the Association, Chartered Clubs, Clubs, Interest Groups, Minto, and any of their respective employees, agents, officers, directors, members, managers, and any other person or entities acting in any capacity on their behalf, from any and all liability for any property damage or personal injury to any third party resulting from my participation in the Activities.

Any litigation involving the named parties or me in this Agreement shall be brought solely in the County in which the Community is located and governed solely by South Carolina law.

Should any provisions or portion of this Agreement be found or ruled to be invalid by a court of competent jurisdiction, the same will not invalidate the remaining provisions of this Agreement, which provisions will remain in full force and effect.

I have carefully read, clearly understand, and voluntarily sign this agreement. It is my intention to exempt and relieve the Association, Chartered Clubs, Clubs or Interest Groups, and Minto, and any, employees, agents, officers, directors, members, managers, and any other person or entities acting in any capacity on their behalf, from liability for personal injury, property damage or wrongful death caused by negligence or any other cause arising out of my participation in the activities and/or use of the equipment provided. By signing an agreement I acknowledge I will be giving up certain legal rights, including the right to sue or claim compensation following an accident.

By signing below, I acknowledge that I have read and fully understand the foregoing Agreement and I hereby voluntarily and intentionally waive any right I may have to a trial by jury with respect to any litigation (including, but not limited to, any claims, cross-claims, counter-claims, or third party claims) arising out of, under, or in connection with this Agreement and irrespective of whether the claim in such litigation arises out of tort, contract or any other legal theory and the parties here to expressly consent to a non-jury trial in the event of any of the foregoing.

**Print Name of Resident/Guest:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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**Print Name of Resident/Guest:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Staff Witness Print Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_