

**WATERSONG AT RIVERTOWN HOMEOWNERS ASSOCIATION, INC.**  
**WAIVER OF LIABILITY, INDEMNITY AND**  
**TERMS OF USE AGREEMENT**

**WAIVER:** In consideration for the use of the Watersong at Rivertown Homeowners Association, Inc. common areas and facilities ("Property") I, on behalf of myself, my heirs, personal representatives or assigns, and any minor child/children for whom I have the capacity to contract, do hereby **release, waive, discharge, and covenant not to sue** Watersong at Rivertown Homeowners Association, Inc., their owners, officers, directors, agents, employees, and assigns ("RELEASEES") from liability from any and all claims including the negligence of RELEASEES resulting in personal injury, accidents, or illnesses (including death), and property loss arising from, but not limited to, participation in activities on, and use of, the Property.

**INDEMNIFICATION AND HOLD HARMLESS:** I agree to **indemnify and hold harmless** RELEASEES from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys' fees, brought as a result of my use of the Property, and to reimburse them for any such expenses incurred. I further agree to **indemnify and hold harmless** RELEASEES from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys' fees, brought by any of my guests, invitees, or licensees as a result of their use of the Property.

**TERMS OF USE:** I understand that I am responsible for ensuring the Property used by myself or my guests, invitees, or licensees is restored to a clean, usable condition, and that any articles or trash resulting from use of the Property by myself, my guests, invitees, or licensees will be properly disposed of immediately following use of the Property. Any failure to comply with this section shall authorize Watersong at Rivertown Homeowners Association, Inc. to undertake any actions necessary to remedy such noncompliance. Any expenses incurred will be assessed to me as the Member of Watersong at Rivertown as an Individual Assessment in compliance with the Community Declaration for Watersong at Rivertown. I understand that my guests, invitees, and licensees must comply with all governing documents of Watersong at Rivertown Homeowners Association, Inc. while using the Property. I further understand that I may be held liable for the violations of the governing documents of the community committed by my guests, licensees, and invitees.

It is my express intent that this Waiver and Indemnity Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES AND PARTICIPATE IN THE ACTIVITIES.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability, Indemnity, and Terms of Use Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have signed this Waiver and Agreement under seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

WATERSONG ADDRESS: \_\_\_\_\_