

**RELEASE, WAIVER AND INDEMNIFICATION
FOR USE OF ASSOCIATION GAZEBO**

WHEREAS, the Lago Mar Colony Protective Association, Inc., is the Florida not-for-profit corporation responsible for the operation and maintenance of the Lago Mar homeowners' community pursuant to the governing documents thereof, including the Declaration of Covenants and Restrictions; and

WHEREAS, the Board of Directors ("Board") is responsible for the day-to-day operation of the Association; and

WHEREAS, _____, the Owner of Lot # ____ with the street address of _____ has requested permission to use the Association-owned gazebo located on common property for a private social function.

WHEREAS, there is a possibility that the use of this gazebo may result in damages, including (without limitation) personal injuries; and

WHEREAS, in order to protect and preserve the Association, its members and the property, the Association is willing to grant Owner's request to use the gazebo, upon the following terms and conditions.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, including Association's permission to use the property, Owner hereby agrees as follows:

1. The above recitations are true and correct and are incorporated into this Agreement.
2. The undersigned Owner(s) of Lot # _____ agrees to remise, release, acquit, satisfy and forever discharge Lago Mar Colony Protective Association, Inc, its members, employees, officers, directors and agents from any and all debts, dues, damages, claims, causes of action, suits, sums of money and demands whatsoever, in law or in equity, which the owner has, now have or which the owner or any personal representative, successor, heir or assign of the owner hereinafter can, shall or may have against Association, its members, employees, officers, directors and agents, for, upon or by reason of any manner, cause or thing whatsoever arising out of or concerning the use of the property mentioned herein. It is specifically understood and agreed that the Association shall not be liable for any losses or damages whatsoever, including loss of personal property and personal injury that may result from the use of the property, even if the Association's negligence or the negligence of its employees caused and/or may have contributed to the loss or injury. It is further specifically agreed, acknowledged and understood that Association shall have no liability to the undersigned (his or her family, guests, lessees and invitees) for the unauthorized use of the above described property.

3. The undersigned Owner(s) further agrees to indemnify, defend and hold the Association harmless (its members, employees, officers, directors and agents) from any and all demands, claims, damages, actions, causes of actions, controversies and expenses, including

attorneys' fees and costs, that arise out of and/or concern the use of the property by Owner or Owner's guests, employees, agents, or invitees for the use of the gazebo; it being understood and acknowledged by all parties that this Release, Waiver and Indemnification is a condition precedent to allowing the use of the Association-owned gazebo and the assistance of Association personnel in this endeavor.

4. Owner(s) or Guest(s) shall promptly remedy all damage or loss to any property caused in whole or in part by the use of the Association-owned gazebo referenced above. Owner(s) shall be responsible to Association and its members for any damages to the property, caused, in whole or in part, by the use of the Association-owned property referenced above. These obligations are in addition to the obligation to defend, indemnify and hold Association harmless as aforestated. Moreover, Owner(s) shall remit a \$50.00 cleanup fee for the use of the gazebo in advance of the date said gazebo shall be used for Owner's private function. This cleanup fee shall only be refundable in the event the Owner's function is cancelled and the gazebo is not used.

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. BY SIGNING THIS DOCUMENT YOU ARE RELEASING THE ASSOCIATION FROM DAMAGES AND ARE AGREEING TO HOLD THE ASSOCIATION HARMLESS WITH RESPECT TO DAMAGES TO THE PROPERTY OR OTHERWISE THAT MAY RESULT FROM THE USE OF THE EQUIPMENT BELONGING TO THE ASSOCIATION OR THE ASSISTANCE OF THE ASSOCIATION'S EMPLOYEES.

Owner

Owner

Lot No. _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by _____ and _____.

NOTARY PUBLIC - STATE OF FLORIDA

Personally Known ___ OR
Produced Identification ___

Type of Identification

sign _____
print _____
My Commission expires: