

SPANISH TRAILS WEST HOMEOWNERS ASSOCIATION INC
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration for my use of the common areas and common facilities (including, but not limited to, the Clubhouse, pool and pool deck/area, library, shuffle courts, tennis/pickleball courts, dog run and any other common facilities and areas, all of which are hereinafter referred to as the "Facility" or "Facilities") at Spanish Trails West, a community owned and operated by Spanish Trails West Homeowners Association Inc.(hereinafter the "Association"), I, on behalf of myself and any other person(s) for whom I have the capacity to contract, hereby acknowledge and agree to the following:

1. I understand that the novel coronavirus ("COVID-19") poses health hazards and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19. I acknowledge and understand that that the circumstances regarding COVID-19 are changing from day-to-day and that, accordingly, the CDC guidelines are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates.
2. Notwithstanding that there are risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to use the Facilities.
3. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my use of any of the Facilities and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any other person for whom I have the capacity to contract), the Association, its officers, directors, agents, employees, manager and assigns (the "RELEASEES") from any liability related to COVID-19 which might occur as a result of my (or any such other persons subject to my supervision) use of any of the Facilities, regardless of whether such illness or death is caused in whole or in part by the negligence of one or more of the RELEASEES.
4. I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury, regardless of whether said claims, demands, suits, judgments, losses or expenses arise in whole or in part from the negligence or one or more of the RELEASEES.
5. It is my express intent that this Waiver and Hold Harmless 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 FOR THE PERMISSION GRANTED TO ME AND ANY PERSON SUBJECT TO MY SUPERVISION BY RELEASEES TO USE THE FACILITIES.**

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IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing wavier of Liability and Hold Harmless 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: _____

SIGNATURE: _____

NAME: _____

LOT #: _____

NAMES OF PERSONS UNDER MY SUPERVISION:
