

## **LIABILITY WAIVER FORM**

In consideration for being allowed to visit Tortuga Club, a condominium, located at 8710, 8730 and 8750 Midnight Pass Rd, Sarasota, FL 34242 (the "Property"), I hereby acknowledge that I knowingly and willingly accept all risks of being on the Property while it is undergoing repairs, replacement, and maintenance operations in the aftermath of Hurricanes Debby, Helene, and Milton. I hereby waive, release, discharge, indemnify, and hold harmless all owners, occupiers, and tenants of the Property, including but not limited to the directors, officers, employees, agents, licensees and invitees of Tortuga Club, Inc., the corporate entity that operates the Property pursuant to the governing documents and Chapter 718, Florida Stats., (collectively, the "Released Parties") from any and all liabilities, claims, demands, or causes of action that I may have now or hereafter have for any harm, injuries, damages, or death that may occur as a result of being on the Property, even if caused by the sole or concurrent negligence or fault of the Released Parties.

I further acknowledge and understand that no warranty, express or implied, is made by the Released Parties as to the condition of the Property, or of any roads, walkways, sidewalks, parking lots, paved surfaces, buildings, structures, fences, gates, power lines, trees or landscaping or other improvements located thereon, or as to the safety of any activities or work occurring on the Property. This document serves to warn me that dangerous conditions, risks, and hazards do exist on the Property. My presence and activities and work on the Property expose me, my family, guests, tenants, licensees and invitees, as well as my personal property, to dangerous conditions, such as but not limited to active construction, lack of adequate lighting, uneven surfaces, debris, construction equipment, lack of adequate power to the Property, lack of working elevators, lack of functioning amenities such as the pool, etc.

**I HEREBY STATE AND AGREE THAT I AM AWARE THAT DANGEROUS CONDITIONS EXIST ON THE PROPERTY AND I UNDERSTAND AND KNOW THAT ACTIVITIES AND WORK ON THE PROPERTY COULD RESULT IN DEATH, INJURY, ILLNESS OR DISEASE, PHYSICAL OR MENTAL DAMAGE TO MYSELF, MY FAMILY, TENANTS, GUESTS, INVITEES, LICENSEES AND OUR PERSONAL PROPERTY, AND I EXPRESSLY AND VOLUNTARILY ACCEPT AND ASSUME THE RISK OF ALL SUCH DANGERS, HAZARDS, AND RISKS, WHETHER KNOWN OR UNKNOWN, FORESEEABLE OR UNFORESEEABLE, OBVIOUS OR HIDDEN, INCLUDING WITHOUT LIMITATION ALL RISK OF DEATH, INJURY, ILLNESS, DISEASE, OR DAMAGE TO PERSON OR PERSONAL PROPERTY TO MYSELF, MY FAMILY, GUESTS, TENANTS, LICENSEES AND INVITEES AND I ACCEPT PERMISSION TO ENTER THE PROPERTY IN AN "AS IS" CONDITION.**

**INDEMNIFICATION AND RELEASE: IN CONSIDERATION OF BEING ALLOWED ON THE PROPERTY, I RELEASE, WAIVE AND AGREE TO HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL LIABILITY OF ANY KIND FROM ANY AND ALL CLAIMS, LAWSUITS, DEMANDS FOR DAMAGES OF ANY KIND, IN CONTRACT OR IN TORT, OR BASED ON ANY LEGAL OR EQUITABLE THEORY WHATSOEVER FOR NEGLIGENCE, GROSS NEGLIGENCE, RECKLESSNESS OR INTENTIONAL ACT, INCLUDING ALL CLAIMS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, OR ANY OTHER PHYSICAL, MENTAL OR EMOTIONAL DAMAGE, INCLUDING CLAIMS FOR ATTORNEY'S FEES AND COSTS. I ALSO AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE RELEASED PARTIES FOR ANY AND ALL CLAIMS OF ANY**

**TYPE BROUGHT ABOUT OR CAUSED BY MY ACTIONS BE THEY INTENTIONAL, NEGLIGENT OR GROSSLY NEGLIGENT WHILE ON THE PROPERTY.**

**THE PARTIES EXPRESSLY INTEND THAT UNDER THE TERMS OF THIS AGREEMENT THAT INDEMNITY SHALL INCLUDE INDEMNITY FOR THE NEGLIGENCE OF THE INDEMNIFIED PARTY WHERE THAT NEGLIGENCE IN THE CAUSE OR PART OF THE CAUSE OF THE LOSS OR DAMAGE.**

As used herein, the terms "I", "me", "my", and "myself" shall include but are not limited to anyone who accompanies me or is invited by me onto the Property, including family, minors, guests, tenants, invitees, licensees, and agents.

This waiver may not be modified except by a writing signed by both parties. This waiver constitutes the sole and exclusive expression of the parties agreement and supersedes any prior, contemporaneous, or subsequent oral or written understanding or agreement but for a signed writing that expressly modifies the terms of this waiver.

In any litigation arising from or related to this waiver, the sole and exclusive venue shall be the Circuit Court of the Twelfth Circuit in and for Sarasota County, Florida and the agreement shall be interpreted according to the laws of the State of Florida. The prevailing party in any such dispute shall be entitled to an award of their reasonable attorney's fees and cost incurred in the litigation at both the trial and in any and all appellate proceedings.

By signing below, I represent that I am at least 18 years old, of sound mind, and not under the influence of any alcohol, drugs or medication. I acknowledge that I have read this waiver, understood it, and had the opportunity to consult with an attorney before signing if I wish to do so. I am signing this waiver freely and voluntarily.

Owner Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Owner Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Unit#:

Renter Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_