## **Release and Hold Harmless Agreement**

The undersigned, as an inducement to **Sea Horse Park Homeowners Association, Inc.** (the "**Association**") to permit the undersigned's participation in **Sea Horse Park**'s (the "Park") activities and functions and use of Park property, and in exchange for the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agrees to assume the risk, hold harmless and release the Association, its agents, employees, officers and directors, servants, and their successors and assigns (collectively, "Releasees"), from any and all claims, damages, or liability incurred or suffered by the undersigned for any reason, including, without limitation, the use of operating Park-owned tools, equipment, and/or vehicles of any kind or type, and the performance of services or work of any kind or type on or about the Park property, regardless of whether such efforts by the undersigned are voluntary or paid.

The undersigned, for himself or herself, and his or her personal representative, heirs, and next of kin, hereby releases, remises, waives and forever discharges the Releasees from any and all actions, causes of action, claims, damages, debts, demands, liability and judgments, to the undersigned whether in law or in equity, whether to the person or to property, and whether caused by the negligence of the Releasees or otherwise, resulting from or in any way arising out of use of the Association or Park facilities, equipment, furniture, furnishings, machinery, tools, or vehicles, or the actions of the Association, its officers, directors, members, employees, or servants.

The undersigned assumes full responsibility for and the risk of bodily injury, death, or property damage due to the negligence of Releasees or otherwise while in or on Park property and/or while performing services and/or work for the Association. The undersigned agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida and that if any portion of this agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect.

The undersigned further acknowledges and agrees that unless otherwise agreed to in a writing signed by the Association, the undersigned is a volunteer who is voluntarily contributing services or work for his or her own benefit and a member of the Association and a Unit owner in the Park and for the benefit of his or her fellow members and Unit owners, and therefore not entitled to any compensation or reimbursement.

The undersigned states that he or she has carefully read the above release, knows the contents of the release and signs this release as his or her own free act.

Date:			
	Volunteer :	Signed: Printed Name:	
	Association:	Signed: Printed Name:	

Revised: February, 2024