

LAKES AT BOCA RATON

RECREATION ACCESS INFORMATION FORM

OWNERS NAME _____

TENANTS NAME _____

ADDRESS: _____

PHONE NUMBER _____

ALTERNATIVE PHONE NUMBER _____

E MAIL ADDRESS _____

KEY FOB # 1 _____

KEY FOB # 2 _____

KEY FOB # 3 _____

KEY FOB # 4 _____

I hereby authorize that I have received () access fobs. I also understand that if the fobs are lost, replacement fobs can be purchased for an additional \$35.00 per fob, not to exceed a total of 4 fobs per household. If fob access is abused or misappropriated the recreation access will be denied for a period specified by the Property Manager.

LAKES AT BOCA RATON HOMEOWNERS ASSOCIATION, INC.
RECREATION AMENITIES RELEASE AND WAIVER

I, the below named Participant, hereby execute this Release and Waiver ("Release") in connection with my: (a) use of the Lakes at Boca Raton Homeowners Association, Inc. recreation amenities and facilities including, without limitation: the recreation tract(s), clubhouse complex, fitness center, tennis courts, basketball court, soccer court, pools, spa, party pavilion, playground, open play field and/or any portion of any of the foregoing, and the equipment and facilities located thereon and therein (each referred to herein individually as a "Recreation Amenity" and collectively as the "Recreation Amenities") which are owned, operated and/or maintained by Lakes at Boca Raton Homeowners Association, Inc. (the "Association"), and/or (b) participation in any and all activities sponsored, promoted or set up by the Association and whether or not such activities take place on the Association property or elsewhere (the "Activities"), and hereby acknowledge, understand and agree as follows:

1. I understand that I am responsible for my own safety while using any of the Recreation Amenities and/or while participating in the Activities and I will therefore fully familiarize myself with the safe use of the applicable Recreation Amenity and/or Activities. It is my responsibility to ensure that my family members, tenants, guests, and invitees understand they are each responsible for: (a) their own safety while using any of the Recreation Amenities and/or participating in the Activities, and (b) fully familiarizing themselves with the safe use of the applicable Recreation Amenities and/or Activities, and (c) compliance with the Rules & Regulations of the Association.

2. I fully understand that physical exercise can be strenuous and subject to risk of serious injury and/or death, and that I should seek the advice of a physician before beginning use of the Recreation Amenities and/or participating in any Activities. I will only use the Recreation Amenities and/or participate in the Activities when I am physically able to do so.

3. I fully understand and agree that my use of the Recreation Amenities and/or participation in Activities bears both known risks and unanticipated risks that could result in serious injury, permanent disability, death, illness, disease, emotional distress, damage and/or loss to me and/or my property as well as to third parties and/or their property. I acknowledge and agree that I know, understand and appreciate the risks (known and unanticipated) of participating in fitness activities, sports, classes, programs and instruction at any of the Recreation Amenities. I know that these known and unanticipated risks may result from my own actions and/or the actions of others. I assume all risk (known and unanticipated) of serious injury, permanent disability, death, illness, disease, emotional distress, damage and/or loss to me and/or my property that might result from my use of the Recreation Amenities and/or participation in the Activities. I understand and agree that it is also my responsibility to ensure that my family members, tenants, guests, and invitees understand and assume all of the known and unanticipated risks that might result from their use of the Recreation Amenities and/or participation in Activities, and any such use shall be deemed their agreement to assume all of the known and unanticipated risks.

4. I, for myself, my family, my heirs, my legal guardians, my personal and legal representatives, my estate, my successors and my assigns, hereby voluntarily release, waive, relinquish, surrender and forever discharge the Association, and each of their respective parents, subsidiaries, affiliates, partners, shareholders, members, managers, officers, directors, agents, employees, contractors, representatives, successors and assigns (collectively, the "Released Parties") from any and all losses, liabilities, judgments, claims, actions, causes of action, damages (including, without limitation, consequential and/or punitive damages), costs and/or expenses which I and/or they may have for personal injury, property damage, death and/or otherwise (collectively, the "Losses") arising out of and/or in any way connected with my use of the Recreation Amenities, participation in Activities, and/or use or participation in any other service, product, activity, league, class, program or instruction offered or sold by any of the Released Parties at or in connection with the Recreation Amenities and/or Activities. I understand that this Release includes any claims based on any action or inaction (negligent, reckless or otherwise) of the Released Parties and/or any other person.

5. Should any of the Released Parties incur attorneys' fees, costs or other expenses to enforce this Release, whether or not any proceeding is actually commenced, I agree to indemnify and reimburse the Released Parties for such fees, costs and expenses at all trial, appellate and post-judgment levels and proceedings, whether or not suit be brought.

6. This Release and any disputes arising under or related to it will be governed and interpreted pursuant to the laws of the State of Florida, without regard to its conflicts of law rules, and venue for any such actions shall be exclusively in Palm Beach County, Florida. I KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT I MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO ENFORCE DEFEND OR INTERPRET ANY RIGHTS OR REMEDIES UNDER, ARISING IN CONNECTION WITH AND/OR RELATING TO THIS RELEASE, INCLUDING, BUT NOT LIMITED TO, ANY ACTION, SUIT AND/OR PROCEEDING ARISING IN CONNECTION WITH AND/OR RELATING TO MY USE OF THE RECREATION AMENITIES AND/OR PARTICIPATION IN THE ACTIVITIES. THIS MEANS THAT A JUDGE AND NOT A JURY WILL BE THE TRIER OF FACT IN RESOLVING ANY ACTION, SUIT AND/OR PROCEEDING REGARDLESS OF (A) THE NATURE OF THE ACTION, SUIT OR PROCEEDING, (B) WHETHER THE ACTION, SUIT OR PROCEEDING IS BASED IN CONTRACT, TORT, NEGLIGENCE, STATUTE OR OTHERWISE, AND/OR (C) THE NATURE OF THE INJURY ALLEGED (INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND/OR OTHER ECONOMIC OR NON-ECONOMIC DAMAGE).

7. This Release is intended to be as broad as is permissible under the laws of the State of Florida. If any provision of this Release shall be found to be unlawful, void, or for any reason unenforceable by a court of competent jurisdiction, then that provision shall be deemed severable from this Release and shall not affect the validity and enforceability of any remaining provisions. No one has represented to me that the Association and/or any of the Released Parties would not seek to enforce each and every provision of this Release.

I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS TERMS AND FURTHER UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS HEREIN. I HAVE SIGNED THIS RELEASE FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND THIS RELEASE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signature of Owner

Printed Name of Participant

Date

Note: No resident or guest shall use the Recreation Amenities, or participate in the Activities or any other service, activity, league, class, program or instruction prior to the Homeowner signature on this Release and Waiver.