

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND
INDEMNITY AGREEMENT FOR SIESTA RETIREMENT VILLAGE, INC.**

SIESTA RETIREMENT VILLAGE, INC (the "Association" or "Siesta Village") offers a variety of activities in its common areas (the "Activities"), including, but not limited to shuffle board, walking, dancing, golf, swimming, woodwork, general crafts, pickle ball, and use of exercise equipment and facilities, to its Members and Guests. Participation in any of the Activities carries with it the potential for physical injury.

IN CONSIDERATION of being permitted to participate in any way in any of the Activities at any time, I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of the Activities and that I am qualified, in good health, and in proper physical condition to participate in the Activities. I further agree and warrant that if, at any time, I believe the conditions to be unsafe, I will immediately discontinue further participation in the Activities. I agree that I will observe and obey the rules and regulations of Siesta Retirement Village that apply to any of the Activities.
2. FULLY UNDERSTAND that: (a) THE ACTIVITIES INVOLVE RISKS AND DANGERS OF BODILY INJURY (the "Risks"); (b) these Risks may be caused by my own actions or inaction, the action or inaction of others participating in the Activities, the conditions in which the Activities take place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS or SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activities.
3. HEREBY FOREVER RELEASE, DISCHARGE, AND COVENANT NOT TO SUE THE ASSOCIATION, ITS ADMINISTRATORS, BOARD MEMBERS, AGENTS, OFFICERS, MEMBERS, VOLUNTEERS, AND EMPLOYEES, SHAREHOLDERS, OWNERS AND LESSEES OF THE PREMISES ON WHICH THE ACTIVITIES ARE CONDUCTED (each of the foregoing shall be considered a "Releasee") FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY MY OWN NEGLIGENCE OR BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE; AND I FURTHER AGREE THAT IF DESPITE THIS AGREEMENT, I, OR ANYONE ON MY BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST WHICH MAY BE INCURRED AS A RESULT OF SUCH CLAIM.

I ACKNOWLEDGE THAT I AM AGE 18 OR OLDER, HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, AND I INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Registered Member

Guest (or other Participant) Name

Name

Phone

Signature

Date

All participants must complete this Liability Disclaimer to be eligible to participate in Siesta Retirement Village, Inc.'s recreational activities.

MINOR RELEASE: (must be completed by Parent/Guardian for any participant under the age of 18)

I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF THE ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN THE ACTIVITIES. I HEREBY FOREVER RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSE, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE MINOR OR BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR ANY COST THAT MAY OCCUR AS A RESULT OF ANY SUCH CLAIM.

Printed Name of Parent/Guardian

Signature of Parent/Guardian

Address: _____