

# **SANORA HOMEOWNERS' ASSOCIATION, INC.**

*Sanora Homeowners Association, Inc. (SHOA) ~ 239 Sanora Boulevard ~ Sanford, Florida 32773*

## **RELEASE AND WAIVER**

I, \_\_\_\_\_ (Print Name), hereby execute this Release and Waiver ("Release") in connection with my: (a) use of the Sanora Clubhouse, Sanora Pool, and all Sanora Amenities (the Clubhouse/Pool") which is owned and maintained by Sanora Homeowners Association, Inc. (the "Association") and/or general use of the Clubhouse and the equipment and facilities located therein (collectively, the "Clubhouse/Pool Facilities"), and hereby agree as follows:

1. I am over the age of 18. I understand that I am responsible for my safety while using the Clubhouse/Pool and the Clubhouse/Pool Facilities, and I will therefore fully familiarize myself with the safe use of the Clubhouse/Pool Facilities.
2. I fully understand that physical exercise and swimming 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 Clubhouse/Pool Facilities and/or participating in any activity or fitness classes in the Clubhouse/Pool. I will only participate when I am physically able to use the Clubhouse/Pool Facilities.
3. I understand and agree that my use of the Clubhouse/Pool Facilities 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, classes, programs, and instruction at the Clubhouse/Pool and/or the Clubhouse/Pool Facilities. I know that these known and unanticipated risks may result from my own actions, the actions of others, or a combination of both. 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 and to third parties and/or their property that may result.
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, the Management Company, the Clubhouse/Pool, and their respective parents, subsidiaries, affiliates, partners, officers, directors, shareholders, agents, employees, contractors, representatives, successors, and assigns (collectively, the "Released Parties") for many and all losses, liabilities, claims, actions, causes of action, damages, costs, and/or expenses which I may have for personal injury, property damage, wrongful death, or otherwise arising out of or in any way connected with my use of the Clubhouse/Pool, use of the Clubhouse/Pool Facilities and/or any service, product, activity, class, program, or instruction offered or sold by any of the Released Parties at or in connection with the Clubhouse/Pool and the Clubhouse/Pool Facilities. I understand that this release and waiver includes any claims based on any action or inaction, negligent, intentional, or otherwise, of the Released Parties and/or any other person.
5. Should any of the Released Parties incur attorneys' or paralegals' fees, costs, or other expenses to enforce this Release, whether or not any proceeding is actually commenced, I agree to indemnify and reimburse them for such fees, costs, and expenses at trial and through all appellate 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 in Seminole 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 RIGHT OR REMEDIES UNDER, OR ARISING IN CONNECTION WITH OR RELATING TO THIS RELEASE. THIS MEANS THAT A JUDGE AND NOT JURY WILL BE THE TRIER OF FACT IN RESOLVING ANY ACTION, SUIT, 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 (C) THE NATURE OF THE INJURY ALLEGED (INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, PROPERTY DAMAGE, 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 would not seek to enforce each and every provision of this Release.

I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS TERMS AND 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.

THE UNDERSIGNED USER, HAVING FULLY READ THE FOREGOING, HEREBY CONSENTS AND AGREES TO THE FOREGOING RELEASE AND WAIVER

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PARENT/GUARDIAN SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

MINOR CHILD NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PARENT/GUARDIAN SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

MINOR CHILD NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_