



PLAY IT FORWARD

HELPING THE
GREATER ENGLEWOOD COMMUNITY

APRIL 5, 2025



WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

ATTENTION: READ CAREFULLY, THIS AGREEMENT INCLUDES A WAIVER OF LEGAL RIGHTS AND A RELEASE OF LIABILITY, AN ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, AND DEPRIVES YOU OF THE RIGHT TO SUE BOCA ROYALE GOLF PROPERTY OWNERS ASSOCIATION, INC., BOCA CARES, AND OTHER PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS CONSEQUENCES.

IN CONSIDERATION of Boca Royale Golf Property Owners Association, Inc. (the "Association"), and Boca Cares, allowing me, my children, and any invitees ("Participant") to participate in any activity which includes without limitation, the use of the common property or amenities within the Association, including, without limitation, the roads, pickleball courts, tennis courts, and additional recreational amenities for the Boca Cares *Walk/Bike/Pickleball/Tennis Day of Caring Event* (herein referred to as the "Activities"), I, for myself, and on behalf of my spouse, children, parents, guardians, invitees, licensees, heirs, and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns of the same, do hereby agree to and make the following contractual representations pursuant to the Waiver and Release of Liability, Assumption of Risk, and Indemnity Agreement for Boca Royale Golf Property Owners Association, Inc., and Boca Cares, (hereinafter referred to as "Agreement"):

- 1) I hereby Release, Waive, and Covenant Not to Sue, and further agree to Indemnify, Defend, and Hold Harmless Boca Royale Golf Property Owners Association, Inc., Boca Cares, their officers, directors, agents, employees, representatives, affiliated entities, independent contractors, assigns and volunteers (individually and collectively the "Released Parties"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs, attorneys' fees, costs and expenses) of any kind or nature whatsoever (collectively the "liability") which may rise out of, or relate to, the Activities. I further agree that if, despite this Agreement, I, my children, my invitees, any Participant, or anyone on my behalf of myself, my children, or my invitees/licensees makes a claim for liability against any of the Released Parties (including any rescuers, co-participants, or volunteers), I will indemnify, defend, and hold harmless each of the Released Parties from any such liability which may be incurred as a result of such claim.
- 2) I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of child, my spouse, children, parents, guardians, heirs, and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns), acknowledge that I have signed this Agreement freely and voluntarily, without any inducement, assurance, or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions, and provisions of this Agreement.

Print Name: _____	Print Name: _____
Date: _____	Date: _____