

Waiver and Release of Liability by Edgewater of Broward County Residents

I understand that this waiver, release and other representations and covenants set forth herein are given in consideration for the Pools, Fitness Center, Playground, Tennis Courts, Dog Park (the "Amenities"), and the City permitting me and/or my child or ward to occupy the amenities at Edgewater.

1. Acceptance of Risk; Release; Indemnification. I am fully aware that there are a number of risks associated with me and/or my child or ward using the Amenities at Edgewater, including

without limitation: (a) I and/or my child or ward or our visitors could contract COVID-19 or other diseases such as the flu or legionnaires disease which could result in a serious medical condition requiring medical treatment in a hospital or could possibly lead to death; and (b) I and/or my child or ward or our visitors will be subject to normal risks associated with using the Amenities such as physical injuries or even death or loss or damage to personal property, including without limitation, from slips or falls, drowning in pools or tubs or other disasters affecting the Amenities. On behalf of myself and/or my child or ward and our heirs, successors and assigns, I knowingly and freely, assume all such risks, both known and unknown, relating to my and/or my child's or ward's use of the Amenities as described above, and I hereby forever release, waive, relinquish, and discharge Edgewater Condominium Association, along with their officers, directors, managers, officials, trustees, agents, employees, or other representatives, and their successors and assigns (collectively, "Edgewater Condominium Association and its Representative"), from any and all claims, demands, liabilities, rights, damages, expenses, and causes of action of whatever kind or nature, and other losses of any kind, whether known or unknown, foreseen or unforeseen, (collectively, "Damages") as a result of me and/or my child or ward using the Amenities as described above, including but not limited to those related to the above described personal Injuries, death, disease or property losses, or any other loss, and including but not limited to claims based on the alleged negligence of Edgewater Condominium Association and its Representative or any other person. I further promise not to sue Edgewater Condominium Association and/or its Representative, and agree to indemnify and hold them harmless from any and all Damages resulting from my and/or my child's or ward's using the Amenities at Edgewater Condominiums.

Print Name

Signature

Date

Building/Unit

Key Card Serial Numbers