

## RELEASE AND HOLD HARMLESS AGREEMENT

1. I/We, \_\_\_\_\_, own/rent Unit No. \_\_\_\_\_ ("Releasor(s)") located at \_\_\_\_\_ within the ASHTON LAKES COMMUNITY ASSOCIATION, INC. ("Association")
2. Association has suffered damages to its common elements and related amenities as a result of Hurricane Milton which impacted the Association on October 9, 2024.
3. As a result of the hurricane damages it is not safe to enter upon certain of the common elements and recreational amenities located within the Association.
4. Notwithstanding the fact that it is unsafe to enter upon certain of the common elements and recreational and other amenities, Releasor(s) wish(es) to remain on site during the Association's efforts to perform work to remediate and repair the hurricane damages sustained to the common elements and related amenities.
5. Releasor(s) understand(s) and agree(s) that remaining on site during the remediation and repair efforts is voluntary and is contrary to the Association's warning that all owners and tenants remain off site during the Association's remediation and repair work to the hurricane damages.
6. Releasor(s) shall, therefore, assume the risk: a) for all harm caused to Releasor(s) and b) for all damages that Releasor(s) may sustain as a result of remaining on site and accessing the Releasor's Unit and/or the common elements during the Association's remediation and repair work of the hurricane damages.
7. To the fullest extent allowable by law, Releasor(s) releases Association from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or relating to the Releasor's use of the common elements and the Releasor's Unit during the time that the Association is performing remediation and repair work to the common elements due to the hurricane damages described in Paragraph 2 above.
8. Releasor(s) understands and agrees that this Release and Hold Harmless Agreement shall bind Releasor(s), the members of Releasor(s) family, assigns, and personal representatives.

BY SIGNING THIS AGREEMENT, RELEASOR(S) ACKNOWLEDGE(S) AND REPRESENT(S) THAT he/she/they has/have read the foregoing, understands it, and signed it voluntarily as a free act and deed; and that no oral representations, statements, or inducements, apart from the foregoing have been made; Releasor(s) is/are at least eighteen (18) years of age and fully competent; and executes this Agreement for full, adequate and complete consideration, fully intending to be bound by the same.

RELEASOR(S)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_