

Activity Release

In consideration of being permitted to participate in recreational activities or events as may be sponsored, promoted, held, or conducted by Releasees (as defined below), and in consideration of being allowed to use any facilities of the Village Center Community Development District, the Sumter Landing Community Development District, the Brownwood Community Development District or Village Community Development District Nos. 1 – 11 in conjunction with participation in any volunteer Resident Lifestyle Group (RLG) Activity (as defined below), for myself and for my executors, administrators, personal representatives, assigns, heirs, and next of kin, I HEREBY:

1. RELEASE, WAIVE, FOREVER DISCHARGE, HOLD HARMLESS, AND COVENANT NOT TO SUE The Villages of Lake- Sumter, Inc., The Villages Holding Company, The Villages Operating Company, The Village Center Community Development District, Sumter Landing Community Development District, Village Community Development District Nos. 1 – 11, The Villages Recreation Department, The Villages Golf Department, Golf Management Solutions, LLC, State of Florida Sports Foundation, and any sponsor, advertiser, and promoter of any recreational activities, or events of such entities (collectively, District Activity or Activities), and any owner or lessee of the premises where the District Activity, or volunteer RLG meetings, events, or other volunteer RLG activities (collectively, volunteer RLG Activity or Activities) are held or conducted, and each of them, and their officers, directors, members, executives, agents, employees, affiliates, representatives, successors and assigns (collectively, Releasees), each an indemnified party, of all liability to me or my executors, administrators, personal representatives, assigns, heirs, and next of kin, for any and all loss or damage, and all claims or demands therefore, on account of injury to my person or property or resulting in my death, arising out of or in any way connected with my participation or involvement in or presence at any District Activity or volunteer RLG Activity, suffered before, during or after any District Activity or volunteer RLG Activity, whether caused by the negligence, action or inaction of the Releasees, or other individual or entity. This release applies for all future entrances to the premises of Releasees, and applies each and every time a person is on the premises of Releasees. I agree this Release shall remain in force and effective until specifically revoked by signer in writing.
2. INDEMNIFY AND HOLD HARMLESS Releasees from and against any loss, liability, damage or cost that I or any of my guests may incur due to participation or involvement in or presence at any District Activity or volunteer RLG Activity, whether caused by negligence, action or inaction of Releasees, or other individual or entity.
3. ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or in any way connected with my participation or involvement in or presence at any District Activity or volunteer RLG Activity, suffered before, during or after activity, whether caused by the negligence, action or inaction of the Releasees or otherwise. I understand my participation or involvement in or presence at any District Activity or RLG Activity carries the risk of injury or death or property damage, and I accept and assume that risk fully, freely and voluntarily.
4. AGREE the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by Florida law, and that if any portion is held invalid for any reason, the balance should continue in full legal force and effect.
5. AGREE this Release is intended to apply to my or my guest's participation or involvement in or presence at any District Activity or volunteer RLG Activity. Releasees have made no representations or inducements apart from the foregoing.
6. IRREVOCABLY GRANT to Releasees the absolute right and permission to use any pictures, photographs, movies, images, videos, recordings, or motion pictures taken of me or my property by Releasees (collectively, the Images) and to further use any statements, quotes, recordings or testimonials made by me (collectively, the Testimonials); to copyright the Images or Testimonials in Releasees' own name or in any name Releasees may choose; to use, re-use, publish, display or reproduce the Images or Testimonials in any medium and for any commercial purpose whatsoever, including but not limited to, promotion, advertising, display, sale or trade, without restriction or limitation; to use my name in connection with the use of any such Images or Testimonials at the Releasees' sole discretion; all without compensation, royalty or remuneration of any kind. I waive any rights to inspect or approve the Images or the Testimonials, their use, or any printed or audio matter that may be used in connection therewith, without restriction or limitation, whatsoever. I hereby release and forever discharge Releasees from any and all claims and demands arising out of or in connection with the use of the Images or the Testimonials, including, but not limited to, any claims for slander, libel or invasion of privacy or right of publicity, as well as any claims due to any technical failures or distortions in the Images or Testimonials that may occur in taking the original Images or Testimonials, or in the subsequent processing thereof. I waive any right, title or interest in or to the Images or Testimonials and acknowledge that Releasees are the sole and absolute owners thereof and of any printed material, electronic media, negatives, film, video tape or audio tape containing such Images or Testimonials.

7. AGREE to abide at all times to the following Code of Conduct at any District Activity or volunteer RLG Activity: "The use of obscenity, profanity or vulgarity in any conversations involving participants will not be tolerated. It is everyone's responsibility to maintain a safe, pleasant and comfortable atmosphere. Every individual who participates has the right to be treated with respect. No one should be disparaged or criticized in front of participants, teammates, guests, or spectators. Please bring your complaints or concerns to a recreation department representative. The representative may investigate and address any concerns. I agree my participation or involvement in or presence at any District Activity or volunteer RLG Activity is a privilege rather than a right, and Releasees reserve the right within their sole discretion to revoke my or my guest's activity privileges for violations of the Code of Conduct."

I HAVE READ THE FOREGOING AGREEMENT AND THE CODE OF CONDUCT IN ITS ENTIRETY, AND I HEREBY FREELY AND VOLUNTARILY SIGN THIS AGREEMENT, INTENDING TO BE BOUND THEREBY. I AGREE THAT THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT SHALL REMAIN IN EFFECT AS TO EACH INDEMNIFIED PARTY UNTIL RELEASED IN WRITING BY EACH INDEMNIFIED PARTY.

Participant/Releasor Signature

Participant/Releasor (Please Print)

Date

Street Address/City/State: _____

Village ID Number: _____

I am currently an employee of (circle all that apply):

☐ The Village Center CDD,

☐ Golf Management Solutions, LLC,

☐ The Villages of Lake Sumter, Inc.,

☐ The Villages Holding Company

☐ The Villages Operating Company,

Participant/Releasor Signature

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