

EQUIPMENT AND GOLF CART RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, _____, of 130 Patricia Ave., Unit ____, Dunedin, Florida 34698 ("User"), acknowledge that I have and will continue to voluntarily use the following items commonly stored in or around the Dunedin Palms Community Tool Shed, including, but not limited to: golf cart(s), hand tools, electrically-power tools, gasoline-powered tools, safety equipment, pumps, hoses, storage containers, drills, hammers, cutting devices, nails, screws, ladders, and all necessary and optional supplies appurtenant to the foregoing (collectively, the "Equipment"). The Equipment includes all Equipment now available or made available in the future, which is generally owned and provided by the Dunedin Palms Homeowners Association, Inc. ("DPHAI").

1. **USER SKILL.** User acknowledges that by using the Equipment he/she has the requisite skills, experience, and abilities to properly use, employ, manipulate, make use of, wield, handle, or operate the Equipment and is generally familiar with the proper and safe use of the Equipment.

2. **SAFETY GEAR.** User agrees to use all necessary, recommended, typical, and optional safety gear that a reasonable person would use when operating any of the Equipment. This includes, but is not limited to helmets, eye protection, hearing protection, and hand and skin protection, as needed.

3. **SAFE USE.** User agrees not to use Equipment in a manner for which it was not intended or in any unsafe manner, and to use the Equipment only in accordance with the manufacturer's instructions. DHPAI is not responsible for providing these instructions. Prior to use, User agrees to inspect the Equipment to ensure it is safe for use. By using the Equipment, User agrees that he/she has performed such an inspection and found the Equipment to be in a safe and usable condition. User agrees not to use any Equipment if it is missing any inherent safety features, such as blade guards, guides, brakes, lights, or safety switches/automatic stopping mechanisms, or if it is in any condition that could hinder or limit the safe use of the Equipment. DPHAI has no responsibility to provide this or any safety equipment. User agrees to immediately report to DPHAI if any Equipment is in an unsafe condition.

4. **USER AGE.** User agrees that he/she is 18 years of age or older, and that he/she will not permit any of the Equipment to be used or operated by any individual younger than 18 years of age.

5. **RISKS. THE USER IS AWARE THAT USE OF THE EQUIPMENT CAN BE HAZARDOUS AND THAT THE USER COULD BE SERIOUSLY INJURED OR EVEN KILLED. PHYSICAL RISKS INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF LIFE; LOSS OF LIMB; BROKEN BONES; FRACTURES; CONCUSSIONS; SKELETAL INJURIES; MUSCULAR INJURIES; DAMAGE TO LIGAMENTS OR CARTILAGE; BRAIN/DAMAGE TRAUMA; INJURY TO INTERNAL ORGANS; DENTAL INJURIES; CERVICAL, THORACIC, OR LUMBAR INJURIES; BURNS AND RESULTING INFECTION OR ORGAN INJURY; LACERATIONS, ABRASIONS, BRUISES, OR PUNCTURE WOUNDS AND RESULTING INFECTION; LOSS OF HEARING; LOSS OF VISION; OLFATORY INJURIES; NERVE DAMAGE; ARTERIAL INJURY; INTERNAL BLEEDING; THOMBOSIS; CIRCULATROY SYSTEM INJURY; REPRODUCTIVE INJURY; AND RESPIRATORY INJURY. FURTHER, USE OF THE EQUIPMENT CAN CAUSE OR LEAD TO DAMAGE TO THE USER'S OR OTHERS' PROPERTY, INCLUDING RESIDENCES AND PERSONAL PROPERTY. BOTH PHYSICAL AND PROPERTY DAMAGE CAN HAVE LASTING ECONOMIC AND FINANCIAL CONSEQUENCES. The foregoing occurrences shall be collectively referred to as the "Risks" for the remainder of this agreement. The Risks also include any of the above, or the exacerbation thereof, due to individual abilities, medical conditions, and condition of the Equipment and its use.**

6. **ASSUMPTION OF THE RISKS.** User is voluntarily using the Equipment with the knowledge of any and all dangers involved, including the Risks, as well as any other potential risks related thereto, whether those additional risks are known or unknown. Further, User acknowledges that over time, the condition of the Equipment can change both with the mere passage of time and with each subsequent use. User assumes all risk,

including the Risks, with using the Equipment more than one time and with the understanding that others may also use the Equipment, regardless of the length of time in between each use. User also acknowledges and assumes the risk for the following: (1) that he/she is responsible for predicting or determining whether the Equipment or attendant safety gear or other relevant appurtenances are safe to use or whether an accident may occur; (2) that the Equipment and its use is generally uncontrolled and uninspected, particularly by DPHAI; (3) that the Equipment is provided as is, without any warranties, including the warranty of fitness for a particular purpose, and User accepts the Equipment with all faults. User is aware of these Risks, and others, including those not expressly listed in this agreement, but associated with the use of the Equipment, and freely accepts and fully assumes all such Risks and the possibility of personal injury, death, property damage, loss, and the economic and financial consequences resulting therefrom, including those resulting from the negligence of DPHAI.

7. WAIVER OF LIABILITY. As consideration for being permitted by DPHAI to use the Equipment, the User HEREBY FOREVER WAIVES AND RELEASES ALL CLAIMS AGAINST DPHAI, ITS EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, ATTORNEYS, SHAREHOLDERS, UNIT OWNERS, SURETIES, INSURERS, AND AGENTS, BOTH PAST AND PRESENT, FOR PERSONAL INJURY OR PROPERTY DAMAGE AND RELATED ECONOMIC CONSEQUENCES ARISING FROM OR RELATED TO THE USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO DAMAGES FROM OR FOR THE RISKS. USER AGREES THAT DPHAI SHALL NOT BE LIABLE FOR ANY INJURIES OR DAMAGES TO HIM/HER OR HIS/HER PROPERTY OR ANY OTHER INDIVIDUAL OR PROPERTY, ARISING FROM OR RELATED TO, WHETHER DIRECTLY OR INDIRECTLY, USER'S USE OF THE EQUIPMENT. USER FURTHER AGREES THAT THIS RELEASE INCLUDES ANY AND ALL CLAIMS, DEMANDS, INJURIES, OR DAMAGES RESULTING FROM ACTS OF PASSIVE, ACTIVE, OR GROSS NEGLIGENCE ON THE PART OF DPHAI. The User also agrees that they, and their assignees, heirs, distributees, parents, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of DPHAI in connection with any of the matters covered by the foregoing waiver and release, and that same shall be bound by the terms of this agreement.

8. INDEMNIFICATION. THE USER HEREBY FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD DPHAI ITS EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, ATTORNEYS, SHAREHOLDERS, UNIT OWNERS, SURETIES, INSURERS, AND AGENTS, BOTH PAST AND PRESENT, HARMLESS FROM ANY CLAIMS ANY THIRD PARTY MAY ASSERT AGAINST DPHAI DUE TO HIS/HER ACTIONS, WHETHER THOSE ACTIONS RELATE TO THE EQUIPMENT, THE RISKS, OR OTHERWISE, AND WHETHER THE USER IS THE SOLE OR PARTIAL CAUSE OF ANY CLAIM, INCLUDING THROUGH NEGLIGENCE; THE AFORESAID INDEMNITY TO INCLUDE, BUT NOT BE LIMITED TO, LITIGATION DEFENSE, PAYMENT OF ATTORNEY'S FEES AND COSTS THROUGH LITIGATION AND APPEAL, AND THE PAYMENT OF ANY DAMAGE JUDGMENT, REGARDLESS OF WHO IS THE PREVAILING PARTY.

THE USER HAS CAREFULLY READ AND VOLUNTARILY SIGNED THE FOREGOING, has had the advice of counsel or has declined to seek same, and further agrees that no oral or written representations or statements or inducements apart from the foregoing written agreement have been made. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND DPHAI AND I SIGN IT OF MY OWN FREE WILL.

Executed at _____, Florida on _____, of 20__.

USER:

Signature

Printed