

WMV Address _____ Last Name _____

**WAIVER, RELEASE, AND ASSUMPTION
OF RISK AGREEMENT**

THIS WAIVER, RELEASE AND ASSUMPTION OF RISK is made, executed and delivered by the undersigned the date below written to the Released Parties as herein defined.

RECITALS:

WHEREAS, the undersigned desires to use the Clubhouse at Windmill Village as a shelter during hurricanes, tropical storms and other weather-related occurrences (herein referred to as "Disaster Events"); and

WHEREAS, the Clubhouse is not registered or approved as a disaster or hurricane shelter; and

WHEREAS, the owner of the Clubhouse is Windmill Village at Punta Gorda, Inc., a Florida not-for-profit corporation (herein referred to as "Windmill Village"); and

WHEREAS, Windmill Village is not obligated to open the Clubhouse as a shelter, however, if it is so made available, the undersigned understands and confirms the use of the Clubhouse is at the sole risk of the undersigned, and by executing this Release the undersigned will be releasing Windmill Village and the Released Parties from any and all claims, demands, damages, actions, cause of action, suits in equity, of whatever nature, and the negligence of Windmill Village and the Released Parties.

NOW, THEREFORE, in consideration of being permitted to utilize the Windmill Village Clubhouse as shelter for Disaster Events, the undersigned, on behalf of the undersigned and the personal representatives, heirs and beneficiaries of the undersigned (herein referred to as "Releasers") enters and gives this Release as follows:

1. Releasers hereby FULLY ACKNOWLEDGE, ACCEPT AND ASSUME FULL RESPONSIBILITY AND RISK FOR BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or in any way related to the use by the undersigned of the Windmill Village Clubhouse as a shelter for Disaster Events.

2. Releasers hereby RELEASE AND DISCHARGE Windmill Village, and its officers, directors, employees and management personnel (herein referred to as "Released Parties") from any and all claims, demands, damages, actions, causes of action and suits in equity of whatever kind or nature arising directly or indirectly from the use by the undersigned of the Windmill Village Clubhouse as a shelter during and Disaster Events. Releasers further release the Released Parties from any liability, for injury, death, losses, claims and other liability caused, or alleged to be caused by the negligence of the Released Parties and their agents. The Releasers also waive any and all claims, demands, and liability against Released Parties for all known and unknown risks which could or may arise from the use of the Windmill Village Clubhouse at any time or times.

WMV Address _____ Last Name _____

3. Releasers further agree to and shall INDEMNIFY AND HOLD HARMLESS Released Parties from and against any claims, damages, demands, actions, and suits in equity of whatever kind or nature; including; but not limited to subrogation claims, which the Released Parties may or could incur that arise out of the use by the undersigned of the Windmill Village Clubhouse. The foregoing indemnity shall include, but not be limited to, attorney's fees, litigation expenses and other costs and damages which shall be incurred by Released Parties with respect to any such claims or actions.

4. The undersigned has read this Release, Waiver and Assumption of Risk instrument and fully understands its terms. The undersigned further understands he or she has given up substantial rights by signing this Release and Waiver and has signed same freely without any inducement or assurance of any nature. The intent of the undersigned is to completely and unconditionally release the Released Parties from any and all liability associated with the use of the windmill Village Clubhouse as a shelter to the greatest extent allowed by law. If any portion of this Waiver and Release is held to be invalid or unenforceable, the balance of same shall continue in full force and effect.

IN WITNESS HEREOF, the undersigned has affixed his or her hand and seal the date below written.

Signed, Sealed and Delivered in the Presence of:

Resident Signature

Resident Signature

Printed Name of Resident

Printed Name of Resident

Witness Signature

Witness Signature

Printed Name of Witness

Printed Name of Witness

Windmill Village Address _____