

**RELEASE OF LIABILITY, HOLD HARMLESS & INDEMNIFICATION AGREEMENT**  
**Betmar Recreational Facilities**

This Release of Liability, Hold Harmless and Indemnification Agreement (“Agreement”) is executed by the below-named person, individually, or as the parent and/or legal guardian (the “Guardian”) of the below-named minor child, (in either case, the “Participant”), in favor of the Betmar Acres Club, Inc. and Betmar Owners, Inc. located in Zephyrhills, Florida and its elected/appointed officers, directors, employees, and agents (“Betmar”). The Participant is participating in or utilizing the recreational facilities located within the Betmar community comprising of swimming pools, golf courses, walking paths, clubhouses, thirty-one (31) various courts, a miniature golf course, dog park and the Betmar common areas. The Participant, and if the Participant is a minor, the Guardian on behalf of Participant, acknowledges and agrees that:

1. Participant is willingly and voluntarily participating in or utilizing Betmar’s recreational facilities with knowledge of the dangers involved. Participant acknowledges that participation or use of the recreational facilities may involve risk to Participant’s personal safety and carries with it the potential for injury, death, and property loss. Participant understands that the Betmar makes no guarantees that its recreational facilities are free of hazards, including by way of example and not limitation, those associated with terrain, facilities, equipment, weather, Participant’s personal health, or the actions of others, and makes no guarantee ensuring Participant’s personal safety. Participant hereby agrees to expressly assume and accept any and all risks of injury, illness, or death which in any way arise out of such use of the recreational facilities.
2. Participant hereby assumes all of the risks of participating in and utilizing Betmar’s recreational facilities, including but not limited to risks that are both known and unknown, human and environmental, even if such risks arise from Participant’s own negligence or the **negligence of Betmar** or the negligence of others.
3. Participant, for himself/herself and on behalf of his/her beneficiaries, heirs, assigns, personal representatives, and next of kin hereby releases and holds harmless and covenants to defend and indemnify Betmar with respect to any and all injury, illness, disability, death, loss or damage to Participant or Participant’s property arising out of or in any way connected to Participant’s participation in or utilization of Betmar’s recreational facilities, whether resulting from Participant’s negligent act or omission or the act or omission of any other person or any **act or omission of Betmar**, including, **but not limited to the negligent acts or omissions of Betmar**.
4. In case of emergency, Betmar is authorized to call emergency services (911) to seek medical treatment for Participant. Participant accepts full financial responsibility for payment of any and all medical services. Participant hereby releases and forever discharges Betmar from any claim whatsoever that arises or may arise on account of any first aid, treatment or service rendered to Participant in connection with Betmar and its related recreational facilities, and activities.
5. Participant agrees to defend, indemnify, and hold Betmar harmless from and against any and all claims, demands and causes of action of whatsoever kind or nature sustained by the Participant arising out of, or because of, or resulting from use of the recreational facilities and participation in its activities contemplated by this Agreement, and from and against any and all resulting losses, costs, expenses, attorney’s fees, liabilities, damages, orders, judgments, and decrees in connection with this Agreement and the activities contemplated herein, **regardless of Betmar’s negligence or the negligence of Betmar’s agents, servants or employees**.
6. Participant understands that this Release and Waiver is intended to be as broad and inclusive as permitted by the laws of the state of Florida and agrees that if any clause or provision of this Release and Waiver shall be held to be invalid by any court of competent

jurisdiction, the invalidity of such clause or provision shall not affect the remaining provisions of this Release and Waiver.

**NOTICE TO THE MINOR CHILD'S NATURAL OR LEGAL GUARDIAN**

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN THOUGH BETMAR USES REASONABLE CARE IN PROVIDING ITS RECREATIONAL FACILITIES AND ACTIVITIES, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THESE ACTIVITIES BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY THAT CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM BETMAR IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND BETMAR HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

**I HAVE READ, FULLY UNDERSTAND, AND ACCEPT THIS RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT, AND I SIGN THIS FORM OF MY OWN FREE WILL.**

Participant's Name (Print) \_\_\_\_\_

Participant's Signature \_\_\_\_\_ Date \_\_\_\_\_

(or, if Participant is a Minor Child, Signature of Parent or Legal Guardian)

Parent or Legal Guardian's Name (if Participant is a Minor Child) \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_