

**WAIVER, RELEASE OF LIABILITY, COVENANT NOT-TO-SUE, AND
INDEMNITY AGREEMENT (TENNIS BALL MACHINE)**

1. Westchase Community Association, Inc. (the “Association”) is a Florida Non-Profit Corporation incorporated pursuant to Chapter 617, Florida Statutes. The Association allows its members use of a tennis ball machine in consideration for the member’s non-revocable agreement to the terms set forth in this Waiver, Release of Liability, Covenant Not-to-Sue, and Indemnity Agreement (the “Release”).

2. I UNDERSTAND AND AGREE THAT I AM WAIVING LEGAL RIGHTS BY SIGNING THIS RELEASE.

3. I UNDERSTAND AND AGREE THAT I MAY CONSULT WITH AN ATTORNEY OF MY OWN CHOOSING PRIOR TO EXECUTING THIS RELEASE.

4. I UNDERSTAND THAT I MAY ELECT NOT TO SIGN THIS RELEASE, AND THAT IF I ELECT NOT TO SIGN THIS RELEASE, THE ASSOCIATION HAS THE RIGHT TO REFUSE TO ALLOW ME USE OF A TENNIS BALL MACHINE.

5. I understand and agree that the use of a tennis ball machine involves potential inherent risks including, but not limited to, electrical shock, electrocution, personal injury caused by tennis balls or the tennis ball machine, property damage caused by tennis balls or the tennis ball machine, malfunction of the tennis ball machine, and other inherent risks which are impractical and unnecessary to identify in this Release. I understand and agree that both identified and non-identified risks may result in personal injury, illness, death, or property damage.

6. I, on my own behalf, as well as on behalf of my heir(s) and personal representative(s), AGREE TO ASSUME ALL THE RISKS ASSOCIATED WITH THE TENNIS BALL MACHINE, whether or not the risk is expressly set forth in this Release.

7. I, on my own behalf, as well as on behalf of my heir(s) and personal representative(s), AGREE TO WAIVE, RELEASE AND FOREVER DISCHARGE THE ASSOCIATION, and the Association’s directors, members, employees, agents, contractors, representatives, successors, and assigns, for any and all claims arising out the use of the tennis ball machine, including claims for the Association’s own negligence or the negligence of the Association’s directors, members, employees, agents, contractors, representatives, successors, and assigns.

8. I, on my own behalf, as well as on behalf of my heir(s) and personal representative(s), AGREE NOT TO SUE THE ASSOCIATION, and the Association’s directors, members, employees, agents, contractors, representatives, successors, and assigns, for any and all claims arising out of the use of the tennis ball machine, including claims for the Association’s own negligence or the negligence of the Association’s directors, members, employees, agents, contractors, representatives, successors, and assigns.

9. I, on my own behalf, as well as on behalf of my heir(s) and personal representative(s), AGREE TO DEFEND AND INDEMNIFY THE ASSOCIATION, and the Association’s directors, members, employees, agents, contractors, representatives, successors, and assigns, for any and all claims arising out of the use of the tennis ball machine, irrespective of the nature of the claim and the person asserting the claim.

10. I represent and warrant that I am familiar with and possess the required skill or knowledge to properly and safely use the tennis ball machine. I further represent and warrant that I have MEMBER (initials): _____ 1

not relied on the Association, or its directors, members, employees, agents, contractors, representatives, successors, and assigns, to provide me any instruction regarding the proper and safe use of the tennis ball machine.

11. I represent and warrant that I am able to properly and safely use the tennis ball machine without supervision from any person or party, including the Association, and the Association's directors, members, employees, agents, contractors, representatives, successors, and assigns.

12. I understand the Association is governed by Rules and Regulations. I understand and agree that I am responsible to review, understand, and ensure compliance with all current Rules and Regulations during the use of the tennis ball machine.

13. I understand and agree this Release applies each and every time I use any tennis ball machine provided by the Association, regardless of whether the particular tennis ball was owned by the Association as of the date of this Release.

14. I have not relied on any statement or representation not contained in this Release in executing this Release.

15. This Release is governed by the laws of the State of Florida. In the event a lawsuit is filed to enforce the terms of this Release, (1) venue shall be in Hillsborough County and (2) the prevailing party shall be entitled to recover its expenses, including reasonable attorneys' fees incurred at the trial and appellate levels.

16. To the extent that any provision of this Release is deemed unenforceable by a court of competent jurisdiction, said provision shall be severed from the Release and all remaining provisions of the Release shall remain.

17. By my signature below, I represent that (1) I have read, understand and accept the terms of this Release; (2) I either consulted with an attorney or made a conscious decision not to consult with an attorney regarding the terms of this Release; and, (3) it is my irrevocable intention to legally bind myself, my heirs, personal representatives, successors and assigns, to the terms set forth in this Release.

I understand and acknowledge that I must present my state-issued photograph identification card to WCA Staff to copy before I may use the tennis ball machine. WCA Staff will sign and date below to acknowledge my state-issued photograph identification card was copied and returned to me.

PRINTED NAME OF MEMBER

WCA STAFF

SIGNATURE OF MEMBER

DATE

DATE