

Carefree Clubhouse Corporation, Inc.

MEMBERS'

WAIVER, RELEASE, COVENANT NOT TO SUE AND ASSUMPTION OF RISK

I, the undersigned, hereby waive, release, discharge and covenant not to sue the Carefree Clubhouse Corporation, Inc., or its officers, directors, employees, servants, agents, legal representatives, insurers, and successors or assigns (collectively hereinafter "the CCC"), from any and all claims, actions, liabilities, lawsuits, demands, damages, and expenses (collectively, "Claims") which may at any time arise out of or allege to arise out of my use of the CCC's clubhouse, located at 3000 Carefree Boulevard in North Fort Myers, Florida (hereinafter the "Clubhouse") and/or the CCC's grounds, facilities and/or services, whether or not the Claims arise out of, without limitation, the CCC's negligence or carelessness.

Without in any way limiting the foregoing, I acknowledge that the Clubhouse does not meet building code standards to qualify as a safe shelter during potentially hazardous weather, that the CCC's policies prohibit the use of the Clubhouse as a shelter during potentially hazardous weather, and that I must evacuate to a safe, approved community shelter in the event of potentially hazardous weather. I acknowledge that the CCC does not make and hereby disclaims any representations or warranties as to either the physical integrity of or the degree of safety provided by the Clubhouse. I acknowledge that if I and/or my pet(s) enter into the Clubhouse in the event of potentially hazardous weather, I do so at my own risk, I assume the risk of any injury to myself or my pet(s), or damage to my property, and I hereby waive any Claims for personal injury or property damage that I may incur, including any Claims that are based on the CCC's negligence.

Intending to be legally bound, I agree and do hereby release from liability, waive, covenant not to sue and agree to indemnify and hold harmless the CCC for any and all liability including, without limitation, for personal injuries (including death) and property losses or damage occasioned by, or in connection with any activity or accommodations for any event that takes place at the Clubhouse or otherwise on the CCC's property, including any liability based on the CCC's negligence or carelessness. I, the undersigned, agree to abide by all the rules and regulations promulgated by the CCC and/or its affiliate groups and vendors in connection with the CCC's and the CCC's Members' activities on, and in connection with, the Clubhouse and the CCC's other facilities and grounds.

I further understand and agree that this Waiver, Release, Covenant Not to Sue and Assumption of Risk shall be binding upon my heirs, successors and assigns.

I warrant that no promise or inducement other than those explicitly stated herein has been offered to obtain my execution of this Waiver, Release, Covenant Not to Sue and Assumption of Risk. I further state that I am of legal age and competent to execute this Wavier, Release, Covenant Not to Sue and Assumption of Risk.

Member Name (Please Print)

Signature of Member

Date Signed