

Recreation Release Agreement

**Barefoot Beachcombers Club (BBC)
and
The Village Center Community Development District
Sumter Landing Community Development District**

In consideration of being permitted to participate in recreational activities or events (the Activity or Activities) sponsored, promoted, held, or conducted by the Barefoot Beachcombers Club and/or other Activity Sponsor (as defined herein), I, for myself and for my executors, administrators, personal representatives, assigns, heirs, and next of kin, DO HEREBY:

1. RELEASE, WAIVE, FOREVER DISCHARGE, HOLD HARMLESS, AND COVENANT NOT TO SUE The Barefoot Beachcombers Club, The Villages of Lake-Sumter, Inc., The Villages Holding Company, The Villages Operating Company, The Village Center Community Development District, Sumter Landing Community Development District, The Villages Recreation Department, The Villages Golf Department, Golf Management Solutions, LLC, State of Florida Sports Foundation, any sponsor, advertiser, and promoter of any of the Activities, and any owner or lessee of the premises where the Activities are held or conducted, and each of them, their officers, directors, members, executives, agents, employees, affiliates, representatives, successors and assigns (collectively and individually referred to as the Activity Sponsor) of all liability to me or my executors, administrators, personal representatives, assigns, heirs, and next of kin, for any and all loss or damage, and all claims or demands therefore, on account of injury to my person or property or resulting in my death, arising out of or in any way connected with my participation or involvement in or presence at the Activities, suffered before, during or after the Activities, whether caused by the negligence, action or inaction of the Barefoot Beachcombers Club and/or Activity Sponsor or otherwise. This release applies for all future entrances to the premises or this release applies each and every time a person is on the premises.
2. INDEMNIFY AND HOLD HARMLESS the Barefoot Beachcombers Club and/or Activity Sponsor from and against any loss, liability, damage or cost that I or any of my guests may incur due to participation or involvement in or presence at the Activities, whether caused by negligence, action or inaction of the Barefoot Beachcombers Club and/or Activity Sponsor or otherwise.
3. ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or in any way connected with my participation or involvement in or presence at the Activities suffered before, during or after the Activities, whether caused by the negligence, action or inaction of the Barefoot Beachcombers Club and/or Activity Sponsor or otherwise. I understand that my participation or involvement in or presence at the Activities carry the risk of injury or death or property damage and I accept and assume that risk fully, freely and voluntarily.
4. AGREE that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by Florida law, and that if any portion is held invalid for any reason, the balance should notwithstanding, continue in full legal force and effect in perpetuity.
5. AGREE that this release agreement is intended to apply to my or my guest's participation or involvement in or presence at any Activity. The Barefoot Beachcombers Club and/or Activity Sponsor has made no representations or inducements apart from the foregoing.
6. IRREVOCABLY GRANT to the Barefoot Beachcombers Club and/or the Activity Sponsor the absolute right and permission to use any pictures, photographs, movies, images, videos, recordings, or motion pictures taken of me or my property by the Barefoot Beachcombers Club and/or Activity Sponsor (collectively the Images) and to further use any statements, quotes, recordings or testimonials made by me (collectively the Testimonials); to use, re-use, publish, display or reproduce the Images or Testimonials in any medium without restriction or limitation; to use my name in connection with the use of any such Images or Testimonials at the Barefoot Beachcombers Club and/or Activity Sponsor's sole discretion; all without compensation, royalty or remuneration of any kind. I waive any rights to inspect or approve the Images or the Testimonials, their use, or any printed or audio matter that may be used in connection therewith, without restriction or limitation, whatsoever. I hereby release and forever discharge the Barefoot Beachcombers Club and/or Activity Sponsor from any and all claims and demands arising out of or in connection with the use of the Images or the Testimonials, including, but not limited to, any claims for slander, libel or invasion of privacy or right of publicity, as well as any claims due to any technical failures or distortions in the Images or Testimonials that may occur in taking the original Images or Testimonials, or in the subsequent processing thereof.
7. AGREE to abide at all times to the following Code of Conduct at any Activity: The use of obscenity, profanity or vulgarity in any conversations involving participants will not be tolerated. It is everyone's responsibility to maintain a safe, pleasant and comfortable atmosphere. Every individual who participates in this Club/Activity has the right to be treated with respect. I further agree that my participation or involvement in or presence at any Activity is a privilege rather than a right, and that the Barefoot Beachcombers Club and/or Activity Sponsor reserves the right within its sole discretion to revoke my or my guest's Activity Privileges, for violations of the Code of Conduct.

I HAVE READ THE FOREGOING AGREEMENT AND THE CODE OF CONDUCT IN ITS ENTIRETY AND I HEREBY FREELY AND VOLUNTARILY SIGN THIS AGREEMENT, INTENDING TO BE BOUND THEREBY.

Participant Signature: _____ Date: _____

Participant Name (Please Print):

Street Address/City/State:

Phone: _____ Village ID Number: _____