

HOLD HARMLESS AND INDEMNITY RELEASE

THIS RELEASE is made and entered into this _____ day of _____, 2020, by and between _____ (hereinafter called “Amenity Users”), and _____ Condominium Association, Inc., a Florida Non Profit Corporation (hereinafter called “Association”), regarding to the use of the Pool, Pool Deck, and Pool Bathhouse (hereinafter called “Amenities”).

WHEREAS, the Association has considered closing its Amenities during the COVID-19 pandemic; and

WHEREAS, Amenity User wants to continue to use the Association’s Amenities; and

WHEREAS, Association is willing to allow Amenity User to use the Amenities if they hold harmless and indemnify the Association, its officers, directors, employees and agents; and

WHEREAS, Owner is responsible for the amenity use of their family members, guests, and renters;

WHEREAS, Amenity User has either quarantined for 14 days or provided a negative PCR COVID-19 test result. Test must be administered within 72 hours of date of arrival;

WHEREAS, it is the intent of the parties hereto that Amenity User releases the Association, its officers, directors, employees and agents and agrees to hold them harmless from any and all liability for any and all claims brought against them arising out of or related in any way to Amenity User using the Association’s Amenities;

NOW, THEREFORE, in consideration of the Association allowing Amenity User to use the Association’s Amenities, Amenity User hereby agrees to release, indemnify, defend, save and hold the Association, its officers, directors, employees and agents harmless of and from any and all claims, demands, losses, expenses, attorney fees, causes of action, judgements, lawsuits, proceedings, damages and liability which now exist or hereafter may arise and which relate in any way to Amenity User using Association’s Amenities. Amenity User shall provide and pay for the defense of the Association, its officers, directors, employees and agents for any lawsuit or proceeding which may be brought against them within the scope of this Hold Harmless and Indemnity Agreement, and shall keep them informed of the status of any such lawsuit or proceeding at any time.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2020.

Amenity User:

Sign Name: _____

Condo Number _____

Print Name: _____

Sign Name: _____

Print Name: _____

Approved By: _____

CCSI Representative