

FLAMINGO LAKE RV RESORT
WAIVER OF CLAIM AND RIGHT TO SUE, ASSUMPTION OF RISK,
LIABILITY RELEASE AND INDEMNITY AGREEMENT

Site # _____ Adults # _____ \$ _____
OR
Outside Guest # _____ Children # _____ \$ _____

IN CONSIDERATION of the permission of Flamingo Lake RV Resort Inc., Flamingo Lake, LLC, and Flamingo Lake F&B, LLC, and their members, directors, shareholders, officers, employees, agents, and assigns (hereinafter the "Flamingo Lake Parties") that the undersigned(s) and, where applicable, the Minor Participant(s) (listed on the back side of this Agreement) may enter the property and use any recreational facilities, including but not limited to the water play equipment located on or near Flamingo Lake, the undersigned, individually, **and where applicable, on behalf of Minor Participant(s) for whom I am the Natural Guardian(s)**, freely agree to all terms contained in this agreement, **including the terms on the front and back sides of this agreement**. This agreement covers all areas and facilities owned by or connected with Flamingo Lake Parties (hereinafter the "Premises") including but not limited to the lake, parking facilities, picnic areas, campground, common areas, RV sites, restrooms, offices, and showers. **ALL NATURAL GUARDIANS OF MINOR PARTICIPANT(S) MUST READ AND SIGN THE REVERSE SIDE OF THIS AGREEMENT ON BEHALF OF THE MINOR PARTICIPANTS.**

ASSUMPTION OF RISK: I acknowledge that use of the Premises is AT MY OWN RISK. I understand there are inherent risks involved in using the water play equipment and other recreational activities. Examples of such inherent risks include but are not limited to falling, lacerations, bone fractures, head injuries, inhaling water, exhaustion, unconsciousness, collision with other swimmers or objects, spinal cord injuries, and even death. Inherent risks include negligent or intentional acts of participants. Inherent risks also include failure by the Flamingo Lake Parties to warn participants of a specific inherent risk. I **agree to ASSUME ALL INHERENT RISKS**, known and unknown, in any way connected with my participation in any and all recreational activities on the Premises, including but not limited to the risks of serious personal injuries, death, illnesses and/or loss of personal property. **Further, I assume all risks caused by the negligence of the Flamingo Lake Parties.**

RELEASE OF LIABILITY: I agree not to sue the Flamingo Lake Parties. I agree to waive and **RELEASE, to the maximum extent allowed by law**, the Flamingo Lake Parties, from any and all claims and causes of action of every kind arising from any and all physical injuries, including death, emotional injuries and/or damages that may happen to me, whether known or unknown, arising out of or in any way connected with my presence or activity on the Premises. **Further, I release the Flamingo Lake Parties from all liability for their own negligence.**

INDEMNITY: I agree to **DEFEND, INDEMNIFY AND HOLD HARMLESS** the Flamingo Lake Parties, to the maximum extent allowed by law, from any expenses, attorney's fees, loss, liability, damage, or cost they may incur arising out of any claim or cause of action for any injuries, wrongful death, losses, or damages of any kind that have been released or discharged by this Release. **Additionally, I intend and agree to defend, indemnify, and hold harmless the Flamingo Lake Parties from any and all liability for their own negligence.**

DURATION OF AGREEMENT: I agree that this agreement shall be effective from the date signed and **SHALL CONTINUE FOR ALL FUTURE VISITS TO THE PREMISES** of the Flamingo Lake Parties. I release my right to sue the Flamingo Lake Parties in relation to any incidents related to any future visits to the Premises.

RULES: I agree to comply with all rules, terms, and conditions for participation in any and all activities. I acknowledge that I have had available to me a copy of the rules and regulations of Flamingo Lake, which are available on the Flamingo Lake website, at the Flamingo Lake office, in the Flamingo Lake Campground Guide, and posted on the Premises. If I observe any unusual hazard during my presence or participation, I will remove myself from participation and immediately bring such danger to the attention of the nearest Flamingo Lake employee. No dangerous or inappropriate conduct will be tolerated. Offenders will be required to leave, and no refunds will be given. All participants agree to strictly comply with this rule, and the attendant on duty has sole discretion to determine compliance.

ENTIRE AGREEMENT: I agree that this contract contains the entire agreement between the parties and supersedes any prior discussions or agreements, written or oral. I intend this release to be as broad and inclusive as permitted by law. If any provision of this agreement is found unenforceable or invalid, the provision shall be severed from the contract and the remainder shall remain in full force and effect, and shall be enforceable to the fullest extent of the law.

GOVERNING LAW: I intend and agree that this agreement shall be governed by Florida law, and shall be binding upon my heirs, agents, descendants, dependents, executors, administrators, assigns, successors and representatives. Any claim or lawsuit brought to enforce the terms of this agreement shall be brought in a court of competent jurisdiction in Florida. If any dispute whatsoever should arise between the parties, I waive the right to a jury trial.

***INDEMNITY: To the maximum extent allowed by law, and whether or not caused by the negligence or other fault of the Flamingo Lake Parties, the undersigned RESPONSIBLE ADULT agrees to DEFEND, INDEMNIFY AND HOLD HARMLESS the Flamingo Lake Parties from and against any and all expenses, attorney's fees, loss, liability, damage, or cost they may incur arising out of any claim or cause of action by any of the Adult Participants listed below.**

***RESPONSIBLE ADULT OF MINOR PARTICIPANTS**

(Print Clearly - Full Name) (Signature) (Date)

OTHER ADULT PARTICIPANTS IN GROUP:

(Print Clearly - Full Name) (Signature) (Date)

(Print Clearly - Full Name) (Signature) (Date)

(Print Clearly - Full Name) (Signature) (Date)

IMPORTANT: Natural Guardians must read and sign the reverse side of this agreement for MINOR PARTICIPANTS. →

FOR NATURAL GUARDIANS OF MINOR PARTICIPANTS

On behalf of the Minor Participant(s) for whom I am the Natural Guardian, I agree to all terms **on the front and back side of this agreement**, to the greatest extent allowed by Florida law. Any provisions on the front or back side of this agreement that cannot be waived by a Minor Participant are excluded from this agreement as applicable to Minor Participants. I designate _____ as the **RESPONSIBLE ADULT** who must be present and on the Premises at all times with the Minor Participant(s) for whom I am the Natural Guardian.

(Under Florida Statutes 744.301, "natural guardians" are defined as the following: The mother and father of their own children and of their adopted children; or if one parent dies, the surviving parent is the natural guardian; or if parents divorce, parents with either sole or joint custody continue as natural guardians. The mother of a child born out of wedlock is the natural guardian of the child unless a court orders otherwise.)

**NOTICE TO THE MINOR CHILD'S
NATURAL 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 IF THE FLAMINGO LAKE PARTIES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE FLAMINGO LAKE PARTIES 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 THE FLAMINGO LAKE PARTIES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

NATURAL GUARDIANS SIGN BELOW ON BEHALF OF MINOR PARTICIPANT(S):

*On behalf of the Minor Participant(s) listed below, I agree to all terms **on both sides of this agreement**, to the greatest extent allowed by law.*

Printed Name/Age of Minor Participant(s): _____

Natural Guardian Signature: _____ Date: _____

Natural Guardian Name (print clearly): _____

Printed Name/Age of Minor Participant(s): _____

Natural Guardian Signature: _____ Date: _____

Natural Guardian Name (print clearly): _____

Printed Name/Age of Minor Participant(s): _____

Natural Guardian Signature: _____ Date: _____

Natural Guardian Name (print clearly): _____