

APPENDIX B

RELEASE, ASSUMPTION OF RISK AND HOLD HARMLESS AGREEMENT

I, _____ the undersigned OWNER/TENANT have read and understand, and freely and voluntarily enter into this Release, Assumption of Risk, and Hold Harmless Agreement (the "Agreement") with MOORINGS AT EDGEWATER MASTER ASSOCIATION, INC. (the "Association") a Florida not-for-profit corporation, with the MOORINGS AT EDGEWATER CONDOMINIUM PHASES AND THE MEMBERS OF THE ASSOCIATION (the "Members"), with the understanding that this Agreement is an assumption of risk and waiver and release of any and all liability(ies) associated with my use of the Association property, including but not limited to rowboats or sailboats and related equipment on or about Lake Uihlein, the docks, the island facilities, and all other common areas of The Moorings at Edgewater.

Now, therefore, in consideration for my use and control of such items owned by the Association, as well as use and control by my spouse, my children, relatives, friends, associates, guests, or invitees, and participation in activity in or around the Association common areas, I agree to hold the Association, the Phases, the Boards of Directors, agents, officers and employees (collectively referred to as the "Association"), and the Members, harmless for any and all direct, indirect, special or consequential damages, or costs, legal and otherwise, which I, or individuals using such property incidental to my use as described above, may incur as a result of the use of such property and equipment of the Association by myself or those individuals set forth above even if due to the negligence of the Association or any person serving in the above-identified capacities on behalf of the Association. I agree that I will not institute any action or suit at law or in equity against the Association, its Board of Directors, agents, officers and/or employees, for any damage, disability, injury, or loss resulting from my use of any property which the Association has granted me use.

I understand and recognize that I am responsible for my own well-being and may be responsible for the well-being of those around me. I am fully aware of the potential dangers, hazards and/or risks directly or indirectly associated with the use of any property the Association has granted me use of, whether owned by the Association or not. I am fully aware that dangerous animals such as alligators and poisonous snakes inhabit the lake and the common areas and pose dangers to users. I am fully aware that boats may capsize due to wind gusts or mishandling, may tip due to load shifts or mishandling or otherwise, or possibly sink. I am fully aware of the dangers involved with such activity and people may be injured or drown. I hereby assume all risks associated with such activities. I assume such risks on behalf of myself, my wife, my children, relatives, friends, associates, guests, or invitees using Association property incidental to my use.

I, for myself, my spouse, legal representative, heirs, and assigns, hereby releases, waives and discharges the Association, its Board of Directors, agents, officers and employees from all liability for any loss or damage, injury, or claim resulting from use of such property, whether bodily injury or damage to personal property, whether caused by the negligence of the Association or otherwise. I have read the above terms of this Agreement, and I understand and voluntarily agree to these terms and conditions. This Agreement shall be binding upon my spouse, heirs, administrators, executors, and assigns or successors of the undersigned.

Owner/Tenant Name (Print)

Witness Name (Print)

Owner/ Tenant Signature

Witness Signature

Owner/Tenant Name (Print)

Date

Owner/ Tenant Signature