

GENERAL RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

I, _____ (“Owner”), as Owner of the property located at _____, in consideration for being granted the right to fish within the lakes located within Mirasol, do hereby remise, release, acquit and forever discharge, for myself, my heirs, executors, administrators, successors and assigns, the Mirasol Master Maintenance Association, Inc., and the County Club at Mirasol Community Association, Inc. (“Released Parties”), their agents, representatives, attorneys, insurers, counsel for insurers, successors, employees, owners, officers, directors, administrators, members and incorporators, from any and all causes of action, suits, debts, dues, damages, including compensatory and punitive damages, medical payment benefits, sums of money, accounts reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, specialties, variance claims and demands of whatsoever kind or nature, in law or in equity, which it ever had, now has or which any agents, represents, attorneys, insurers, counsel for insurers, successors or assigns of said owner now have or may hereinafter acquire against the Released Parties, its agents, assigns, members, attorneys, administrators, officers, directors, insurers, or employees, for any and all claims or any cause of action arising out of the fishing in lakes within Mirasol.

Owner hereby agrees to indemnify and hold harmless the Released Parties from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills specialties, covenants, contracts, controversies, agreements, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which Owner ever had, now has, or which any heir, administrator, successor assign of said Owner, hereafter can, shall or may have, against the Released Parties, for, upon or by reason of any matter, cause or thing whatsoever, and more specifically any cause of action arising out of the fishing in lakes within Mirasol. Owner shall further assume all liability and indemnify the Released Parties for any property damage, bodily injury or any other harm caused to any guest or family member of said Owner arising out of the fishing from the lakes within Mirasol.

Owner further hereby agrees to indemnify and hold harmless the Released Parties and assume all liability from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills specialties, covenants, contracts, controversies, agreements, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, upon or by reason of any matter, cause or thing whatsoever, and more specifically any cause of action arising out of the fishing in lakes within Mirasol by any guests, family members, invitees or licensees of Owner.

Owner hereby certifies under oath that the information provided to the Released Parties is correct, and that the Owner has paid any and all necessary permit fees and has acquired any and all necessary permits or other licenses required by any applicable governmental agency in order to legally fish in the lakes located within Mirasol.

Owner acknowledges that he or she has had the full opportunity to read the contents of this General Release and Hold Harmless Agreement and has had the benefit of counsel in reviewing said General Release and Hold Harmless Agreement, or has waived his or her right to have such Agreement reviewed by independent counsel.

Owner and the Released Parties further acknowledge and agree that no promise or agreement not expressed herein has been made, and that this General Release and Hold Harmless Agreement constitutes the entire agreement between the parties hereto, and that the terms of this General Release and Hold Harmless Agreement are contractual and not a mere recital, and that there is no agreement or compromise on the part of the Owner and the Released Parties to do any act or thing not herein mentioned.

Owner and the Released Parties covenant and warrant that their respective authorized representatives are over the age of eighteen (18) years, and that they are not suffering from any legal, mental or physical disabilities which would impair or disable them from executing this

General Release and Hold Harmless Agreement and that there have been no representations and/or statements made by the Owner or the Released Parties or their agents, insurers, employees, or representatives to influence them in making or executing this General Release and Hold Harmless Agreement.

If any section or part of this General Release and Hold Harmless Agreement is held to be invalid by a court of law, the remaining portions of this Release shall continue to be in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 201__.

Signed, Sealed and Delivered
In the Presence of:

Owner Signature

Witness Signature

Print Name

Print Name

STATE OF FLORIDA)
)SS:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized by the State and County last aforesaid to take acknowledgments, personally appeared _____, to me personally known to me or who has produced _____ as identification, who acknowledged before me that he/she executed the foregoing instrument. He/she did take an oath.

WITNESS my hand and official seal this _____ day of _____, 201__.

NOTARY PUBLIC

TYPED NAME: _____

COMMISSION EXPIRES: _____

COMMISSION NO.: _____