



Homeowners Association of Eagle Creek, Inc.  
10180 Eagle Creek Center Blvd.  
Orlando, Florida 32832  
[eaglecreekadmin@community-mgmt.com](mailto:eaglecreekadmin@community-mgmt.com)

## The Eagle Creek Homeowner's Association have the following requirements for new owners:

New owners need to submit by email the following information in order to reserve an appointment for New Owner Set-Up:

- Completed New Owner Packet [black copy attached]
- Waiver of Liability, Indemnification and Hold Harmless Agreements [black copy attached]
- Copy of Warranty Deed or Settlement Statement (provided at closing)
- Copy of Vehicle Registration(s)
- Copy of State or Driver's License

Upon receiving all the documentation, our team will be sending you the available appointment dates and times. Our team will also send you a QR Code that will grant you temporary access to the community until you receive the permanent RFID sticker during the appointment.

### **Due at the time of appointment:**

- Payment for Access Photo I.D. Card (\$25 each) – Provides access to the community amenities.
- Payment for RFID sticker (\$15 each) – Provides vehicular gate access.  
**NOTE:** First two (2) Access Photo I.D. Cards and RFID stickers for new homes purchased through Jones Homes USA are free of charge.

Only payments accepted at the Office are checks or money orders. Please have the check or money order payable to HOA of Eagle Creek. Payments can be combined in one check or money order.

We look forward to receiving the requested documents from you. Please let us know if you have any questions on the above information.

Best Regards,

### **Administrative Team**

Homeowners Association of Eagle Creek, Inc.  
10180 Eagle Creek Center Blvd. Orlando, FL 32832  
Office: 407-207-7078  
[eaglecreekadmin@community-mgmt.com](mailto:eaglecreekadmin@community-mgmt.com)





# Homeowners Association of Eagle Creek, Inc.

10180 Eagle Creek Center Blvd.  
Orlando, Florida 32832

## New Owner Packet

*This packet strives to provide all parties with the necessary information for residency at Eagle Creek. Please return the completed packet to the on-site management office. Please print clearly. All the information provided is for the sole purpose of updating your household's information only. Information will not be shared outside of the Community, Developer, Builder(s) and Board of Directors usage.*

Eagle Creek Address: \_\_\_\_\_

Residency Type: Full Time  Seasonal  Investment

Seasonal Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Primary Phone #: \_\_\_\_\_

### Resident Information:

Name Owner #1: \_\_\_\_\_ Cell #: \_\_\_\_\_

Email: \_\_\_\_\_

Name Owner #2: \_\_\_\_\_ Cell #: \_\_\_\_\_

Email: \_\_\_\_\_

Please list all additional Residents: \_\_\_\_\_

If you own more than one home at Eagle Creek, please enter the addresses below:

Address 2: \_\_\_\_\_

Address 3: \_\_\_\_\_

Owner #1 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Owner #2 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### For Official Use ONLY

ISN Gate Keeper       TownSq       Constant Contact

HUD Statement \_\_\_\_\_ # of RFIDs: \_\_\_\_\_ - \_\_\_\_\_ Check # & Date: \_\_\_\_\_

Amenity Cards: \_\_\_\_\_ - \_\_\_\_\_ Check # & Date: \_\_\_\_\_

Waivers: \_\_\_\_\_ Minor Form: \_\_\_\_\_ ARB Packet: \_\_\_\_\_ Acknowledgement: \_\_\_\_\_ ACH Form: \_\_\_\_\_

Rules & Regulations: \_\_\_\_\_ Useful Contacts: \_\_\_\_\_ Towing: \_\_\_\_\_





Homeowners Association of Eagle Creek, Inc.  
10180 Eagle Creek Center Blvd.  
Orlando, Florida 32832

**Informed Consent, Release and Waiver Agreement for the Use of the Homeowners Association of Eagle Creek Amenities and Facilities**

I, \_\_\_\_\_, declare that I intend to use the Amenities and Facilities owned and operated by the Homeowners Association of Eagle Creek (the "Association").

I declare as follows:

1. I understand that each individual has a different capacity for participating in such activities and services. I assume full responsibility during and after their participation. I have read and agree to comply with the written rules and regulations for use of the facilities.
2. I understand that part of the risk involved in undertaking any activity or program is relative to my own state of fitness or health (physical, mental or emotional) and to the awareness, care and skill with which I conduct myself in that activity or program. I acknowledge that my choice to participate in any activity or program at Eagle Creek brings with it my assumption of those risks or results stemming from this choice, and the fitness, health, awareness, care and skill that I possess and use.
3. I understand that participating in the activities may involve risk, including economic loss, health, disabilities or death, and I willfully and voluntarily assume those risks.
4. I accept personal responsibility for myself to always act in a safe manner and to abide by the rules and regulations of the Association whenever I participate in these activities. I agree to immediately inform a representative of the Association, and to stop from participating in the activities, if I observe any unsafe condition or broken equipment, or if I experience any pain, discomfort or other symptoms that I may suffer during or after participating in the activities. I understand that I may stop or delay my participation in any activity or program if I so desire, and that I may also be requested to stop and rest by an Association employee who observes any symptoms of distress or abnormal response, and I agree to comply with such directions.
5. I understand that I am responsible for obtaining appropriate insurance coverage when participating in the activities and that the Association will not provide to me any insurance coverage.
6. I declare to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent their use of the facilities, or use of equipment or machinery except as hereinafter stated. I understand that I have been strongly advised to obtain my doctor's approval before participating in the activities, especially any exercise, aerobics or fitness activities.
7. By signing this document, I acknowledge that I have voluntarily chosen to use the Amenities and Facilities and participate in any activities related thereto. I assume all risks on my behalf and on behalf of my Consent Given Members, Junior Members, Children, Caregivers and my Guests (collectively the "Related Parties") in their and my use of the Amenities and Facilities, and on behalf of myself and my Related Parties and their respective heirs, beneficiaries, dependents and personal representatives, I hereby release, indemnify and agree to hold harmless the Association, any builders within Eagle Creek any management company retained by the Association or the Declarant, Declarant, and all of the directors, shareholders, members, board members, employees, staff, agents and assigns of all of the foregoing (collectively the "Released Parties"). I understand and acknowledge that the Released Parties assume



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Orlando, Florida 32832

no liability of any kind whatsoever in connection with the use of the Amenities and Facilities and they shall not be responsible for any damages which I or any party on whose behalf I have executed this document, which may result from such use, whether or not incidental or consequential of said use. The Amenities and Facilities are being provided without any guarantee or warranty, including any warranty regarding merchantability or fitness for a particular purpose.

8. I acknowledge that I am responsible for the conduct of my Related Parties. My Related Parties and I may not reprimand nor discipline any employee of the Association. Comments and complaints are to be directed to the Association Board of Directors through its management. The Community Manager will inform members or guests of any violation of the rules and regulations of the Association, and, when necessary, report such actions to the Board of Directors.

9. If I, or any Related Parties, cause any damage to the Amenities and Facilities, I acknowledge that the Member/Owner is jointly and severally liable with the person causing such damages. The Association shall be entitled to reimbursement for any damages or expense incurred by the Association, including attorneys' fees and costs, and such expense shall be treated as an individual Special Assessment (as defined in the Declaration), subject to and collectible via lien rights.

I declare that the terms of this Informed Consent Agreement have been completely read and are fully understood by me, and that if desired I have had the opportunity to consult with an attorney prior to executing it. I am freely and voluntarily executing this Informed Consent, Release and Waiver for the purpose of making a full and final compromise and settlement of any and all claims, disputed or otherwise, related to the facilities and programs described above.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Eagle Creek Address: \_\_\_\_\_

In case of emergency, please list a contact that does not reside in your home

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Relationship: \_\_\_\_\_

Association Signature [signed upon receipt of executed Waiver]

\_\_\_\_\_ Date: \_\_\_\_\_

Informed Consent, Release and Waiver Agreement (Pages 2 & 3 of the Packet) should be completed (separately) by each adult resident. If needed, please duplicate pages.



# Homeowners Association of Eagle Creek, Inc.

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## **Informed Consent, Release and Waiver Agreement for the Use of the Homeowners Association of Eagle Creek Amenities and Facilities**

I, \_\_\_\_\_, declare that I intend to use the Amenities and Facilities owned and operated by the Homeowners Association of Eagle Creek (the "Association").

I declare as follows:

1. I understand that each individual has a different capacity for participating in such activities and services. I assume full responsibility during and after their participation. I have read and agree to comply with the written rules and regulations for use of the facilities.
2. I understand that part of the risk involved in undertaking any activity or program is relative to my own state of fitness or health (physical, mental or emotional) and to the awareness, care and skill with which I conduct myself in that activity or program. I acknowledge that my choice to participate in any activity or program at Eagle Creek brings with it my assumption of those risks or results stemming from this choice, and the fitness, health, awareness, care and skill that I possess and use.
3. I understand that participating in the activities may involve risk, including economic loss, health, disabilities or death, and I willfully and voluntarily assume those risks.
4. I accept personal responsibility for myself to always act in a safe manner and to abide by the rules and regulations of the Association whenever I participate in these activities. I agree to immediately inform a representative of the Association, and to stop from participating in the activities, if I observe any unsafe condition or broken equipment, or if I experience any pain, discomfort or other symptoms that I may suffer during or after participating in the activities. I understand that I may stop or delay my participation in any activity or program if I so desire, and that I may also be requested to stop and rest by an Association employee who observes any symptoms of distress or abnormal response, and I agree to comply with such directions.
5. I understand that I am responsible for obtaining appropriate insurance coverage when participating in the activities and that the Association will not provide to me any insurance coverage.
6. I declare to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent their use of the facilities, or use of equipment or machinery except as hereinafter stated. I understand that I have been strongly advised to obtain my doctor's approval before participating in the activities, especially any exercise, aerobics or fitness activities.
7. By signing this document, I acknowledge that I have voluntarily chosen to use the Amenities and Facilities and participate in any activities related thereto. I assume all risks on my behalf and on behalf of my Consent Given Members, Junior Members, Children, Caregivers and my Guests (collectively the "Related Parties") in their and my use of the Amenities and Facilities, and on behalf of myself and my Related Parties and their respective heirs, beneficiaries, dependents and personal representatives, I hereby release, indemnify and agree to hold harmless the Association, any builders within Eagle Creek any management company retained by the Association or the Declarant, Declarant, and all of the directors, shareholders, members, board members, employees, staff, agents and assigns of all of the foregoing (collectively the "Released Parties"). I understand and acknowledge that the Released Parties assume



**RESIDENT #2**

**Homeowners Association of Eagle Creek, Inc.**  
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Orlando, Florida 32832

no liability of any kind whatsoever in connection with the use of the Amenities and Facilities and they shall not be responsible for any damages which I or any party on whose behalf I have executed this document, which may result from such use, whether or not incidental or consequential of said use. The Amenities and Facilities are being provided without any guarantee or warranty, including any warranty regarding merchantability or fitness for a particular purpose.

8. I acknowledge that I am responsible for the conduct of my Related Parties. My Related Parties and I may not reprimand nor discipline any employee of the Association. Comments and complaints are to be directed to the Association Board of Directors through its management. The Community Manager will inform members or guests of any violation of the rules and regulations of the Association, and, when necessary, report such actions to the Board of Directors.

9. If I, or any Related Parties, cause any damage to the Amenities and Facilities, I acknowledge that the Member/Owner is jointly and severally liable with the person causing such damages. The Association shall be entitled to reimbursement for any damages or expense incurred by the Association, including attorneys' fees and costs, and such expense shall be treated as an individual Special Assessment (as defined in the Declaration), subject to and collectible via lien rights.

I declare that the terms of this Informed Consent Agreement have been completely read and are fully understood by me, and that if desired I have had the opportunity to consult with an attorney prior to executing it. I am freely and voluntarily executing this Informed Consent, Release and Waiver for the purpose of making a full and final compromise and settlement of any and all claims, disputed or otherwise, related to the facilities and programs described above.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Eagle Creek Address: \_\_\_\_\_

In case of emergency, please list a contact that does not reside in your home

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Relationship: \_\_\_\_\_

Association Signature [signed upon receipt of executed Waiver]

\_\_\_\_\_ Date: \_\_\_\_\_

**Informed Consent, Release and Waiver Agreement (Pages 2 & 3 of the Packet) should be completed (separately) by each adult resident. If needed, please duplicate pages.**





# Homeowners Association of Eagle Creek, Inc.

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Orlando, Florida 32832

## **Informed Consent, Release and Waiver Agreement for the Use of the Homeowners Association of Eagle Creek Amenities and Facilities by a minor 17 years or younger.**

I, \_\_\_\_\_, declare that I intend to supervise minor(s) use of Amenities and Facilities owned and operated by the Homeowners Association of Eagle Creek (the "Association") for the minor(s) aged 17 or younger named herein.

1. Name of Minor: \_\_\_\_\_

2. Name of Minor: \_\_\_\_\_

3. Name of Minor: \_\_\_\_\_

I declare as follows:

1. I understand that each individual has a different capacity for participating in such activities and services. I assume full responsibility for the minor(s) during and after their participation. I have read and agree to comply with the written rules and regulations for use of the facilities.

2. I understand that part of the risk involved in undertaking any activity or program is relative to the minor(s) own state of fitness or health (physical, mental or emotional) and to the awareness, care and skill with which they conduct themselves in that activity or program. I acknowledge that my choice to allow said minor(s) to participate in any activity or program at Eagle Creek brings with it my assumption of those risks or results stemming from this choice, and the fitness, health, awareness, care and skill that I possess and use.

3. I understand that participating in the activities may involve risk, including economic loss, health, disabilities or death, and I willfully and voluntarily assume those risks.

4. I accept personal responsibility for myself and said minor(s) to always act in a safe manner and to abide by the rules and regulations of the Association whenever they participate in these activities. I agree to immediately inform a representative of the Association, and to stop said minor(s) from participating in the activities, if I observe any unsafe condition or broken equipment, or if said minor(s) experience any pain, discomfort or other symptoms that they may suffer during or after participating in the activities. I understand that they may stop or delay their participation in any activity or program if they so desire and that they may also be requested to stop and rest by an Association employee who observes any symptoms of distress or abnormal response, and I agree to comply with such directions.

5. I understand that I am responsible for obtaining appropriate insurance coverage when participating in the activities and that the Association will not provide to me any insurance coverage.

6. I declare the minor(s) to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent their use of the facilities or use of equipment or machinery except as hereinafter stated. I understand that I have been strongly advised to obtain my doctor's approval before participating in the activities, especially any exercise, aerobics or fitness activities.



## Homeowners Association of Eagle Creek, Inc.

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7. By signing this document, I acknowledge that I have voluntarily chosen to allow said minor(s) to participate in the activities. I assume all risks for their health and, on behalf of myself/minor(s), my/their heirs, beneficiaries, dependents and personal representatives, release and hold harmless the Association, any builders within Eagle Creek any management company retained by the Association or the Declarant, Declarant, and all of the directors, shareholders, members, board members, employees, staff, agents and assigns of all of the foregoing (collectively the "Released Parties"). I understand and acknowledge that the Released Parties assume no liability of any kind whatsoever in connection with the use of the Amenities and Facilities and they shall not be responsible for any damages which I or any party on whose behalf I have executed this document, which may result from such use, whether or not incidental or consequential of said use. The Amenities and Facilities are being provided without any guarantee or warranty, including any warranty regarding merchantability or fitness for a particular purpose.

8. I acknowledge that I am responsible for the conduct of my Related Parties. My Related Parties and I may not reprimand nor discipline any employee of the Association. Comments and complaints are to be directed to the Association Board of Directors through its management. The Community Manager will inform members or guests of any violation of the rules and regulations of the Association, and, when necessary, report such actions to the Board of Directors.

9. If I, or any Related Parties, cause any damage to the Amenities and Facilities, I acknowledge that the Member/Owner is jointly and severally liable with the person causing such damages. The Association shall be entitled to reimbursement for any damages or expense incurred by the Association, including attorneys' fees and costs, and such expense shall be treated as an individual Special Assessment (as defined in the Declaration), subject to and collectible via lien rights.

I declare that the terms of this Informed Consent Agreement have been completely read and are fully understood by me, and that if desired I have had the opportunity to consult with an attorney prior to executing it. I am freely and voluntarily executing this Informed Consent, Release and Waiver for the purpose of making a full and final compromise and settlement of any and all claims, disputed or otherwise, related to the facilities and programs described above.

Signature of Parent/Legal Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Eagle Creek Address: \_\_\_\_\_

In case of emergency, please list a contact that does not reside in your home

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Relationship to Minor(s): \_\_\_\_\_

Association Signature [signed upon receipt of executed Waiver]

\_\_\_\_\_ Date: \_\_\_\_\_



Homeowners Association of Eagle Creek, Inc.  
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Orlando, Florida 32832

**ACKNOWLEDGEMENT OF RECEIPT**

**POLICIES AND PROCEDURES FOR AMENITIES AND FACILITIES USE**

Eagle Creek contains a Amenities and Facilities and various associated facilities that are or will be owned and operated by HOA of Eagle Creek (the "Association"). The policies and procedures regarding the use of these facilities may, from time to time, be amended, added to or rescinded by the Board of Directors. The undersigned hereby acknowledges their receipt of a copy of the current Policies and Procedures and affirms that they and their family members, tenants and guests are bound by and will comply with these Policies and Procedures, and any amendments thereto.

Member(s) Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Eagle Creek Property Address: \_\_\_\_\_

\_\_\_\_\_



# Homeowners Association of Eagle Creek, Inc.

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## Acceptance of Electronic Delivery of Association Notices

The undersigned, as a Member Owner of the Homeowners Association of Eagle Creek (the "Association"), does hereby indicate my desire and agreement to accept all correspondence and/or notices issued by the Association via electronic transmissions. All such correspondences and/or notices shall be sent to the following email address:

E-mail Address: \_\_\_\_\_

Note: One emails address per home is allowed. If more than one address is listed, only the first address shall be used. Should duplicate Acceptance Forms be received, only the one with the newest date shall be effective.

I Agree to be responsible in ensuring that the above stated e-mail address is maintained in such manner as to accept any and all correspondences and/or notices that the Association may send to me, Further, I agree that the Association shall not be responsible for my lack of receipt of any such correspondence and/or notices sent by the Association to the above-stated e-mail address due to failure of delivery outside the control of the Association (including but not limited to my failure to provide the Association of a change of the above-stated e-mail address).

This acceptance shall remain effective unless and until I provide the Association with written notice of my revocation of such acceptance.

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner Name (please print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_



Homeowners Association of Eagle Creek, Inc.  
 10180 Eagle Creek Center Blvd.  
 Orlando, Florida 32832

Vehicle RFID Registration Form

This form must be filled out in order to obtain an RFID Sticker. Please print clearly. Please return the completed form to the on-site management office, along with a copy of one (1) of the following documents for proof of residency: Homeowners-Driver's License with Eagle Creek Address or utility bill with your name and address within Eagle Creek. Tenants- Copy of fully executed lease.

Indicates Office Use Only

Eagle Creek Address: \_\_\_\_\_

# of Adults (over 18) living in the residence: \_\_\_\_\_

Resident #1 First Name & Last Name: \_\_\_\_\_

Residency Type:  Owner  Tenant (Please include copy of executed lease)  Household Member

Primary Phone #: \_\_\_\_\_ Primary Email Address: \_\_\_\_\_

Yes, I would like to receive important Association Communication and Information to this email address. (Please check)

**Vehicle Information:**

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Color: \_\_\_\_\_

Plate #: \_\_\_\_\_ State: \_\_\_\_\_ Primary Driver: \_\_\_\_\_ RFID #: \_\_\_\_\_

Is this a replacement RFID sticker? Yes  No

Does your vehicle's user manual require a specific location for the RFID sticker? Yes  No

Resident #2 First Name & Last Name: \_\_\_\_\_

Residency Type:  Owner  Tenant (Please include copy of executed lease)

Primary Phone #: \_\_\_\_\_ Primary Email Address: \_\_\_\_\_

Yes, I would like to receive important Association Communication and Information to this email address. (Please check)

**Vehicle Information:**

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Color: \_\_\_\_\_

Plate #: \_\_\_\_\_ State: \_\_\_\_\_ Primary Driver: \_\_\_\_\_ RFID #: \_\_\_\_\_

Is this a replacement RFID sticker? Yes  No

Does your vehicle's user manual require a specific location for the RFID sticker? Yes  No

For Office Staff Use ONLY

Proof of Eagle Creek Residency provided  Registered for Townsq

Copy of Executed Lease (Tenants Only)  Lease Start Date: \_\_\_\_\_ Lease End Date: \_\_\_\_\_

Utility Bill with Resident's name and showing an address within the Community

# of RFID Stickers Issued \_\_\_\_\_ Date Issued: \_\_\_\_\_ Issued By: \_\_\_\_\_

To add additional vehicles, please duplicate the Vehicle RFID Registration Form





## Homeowners Association of Eagle Creek, Inc.

10180 Eagle Creek Center Blvd.

Orlando, Florida 32832

### WAIVER OF LIABILITY, INDEMNITY AND HOLD HARMLESS AGREEMENT

In consideration for receiving permission to be allowed to use the swimming pool(s), pool areas, including the surrounding patios, outdoor tables and grills, fitness facilities, playgrounds and other common area amenities (hereinafter referred to as the "Amenities"), owned and/or managed by the Homeowners Association of Eagle Creek, Inc. (hereinafter referred to as the "Association"), in accordance with the Operating Plan referenced below, I, on behalf of myself and my minor children, as well as, for any minor children for whom I have the capacity to contract (hereinafter all such children shall collectively be referred to as "My Children"), hereby acknowledge and agree to the following:

I. I understand the hazards of the coronavirus (hereinafter referred to as "COVID-19") and am familiar with, accept and agree to abide by:

- i. the guidelines published by the Centers for Disease Control and Prevention, as well as, those published by the State of Florida and any applicable local government (hereinafter collectively referred to as the "Governmental Guidelines");
- ii. the Operating Plan, guidelines and restrictions (hereinafter collectively referred to as the "Restrictions") established by the Association for the operation and use of the Amenities and the participation of individuals, including me, My Children and any of my guests (hereinafter referred to as "My Guests") that the Association may hereafter elect to allow to use the Amenities or participate in activities ( hereinafter referred to as the "Activities") on such Amenities. The above referenced Governmental Guidelines and Restrictions shall hereinafter be referred to as the "Operating Plan".



I acknowledge that My Guests are not initially allowed to use the Amenities and/or participate in the Activities. I further acknowledge and understand that that the circumstances and Governmental Guidelines regarding COVID-19 are changing from day to day and I accept full responsibility for familiarizing myself with the most recent updates and taking any and all precautions necessary to protect and ensure my personal safety and that of My Children and My Guests. I further acknowledge and agree that, in allowing the opening of the Amenities, the use of the Amenities and/or the participation in the Activities, the Association, its Board of Directors, its officers, its managers and its employees have not and do not warrant that any steps any of them have taken or hereafter may take to post signage, promote capacity limitations, social distancing, sanitation, disinfection and/or other measures they implement necessarily meet all applicable Governmental Guidelines that may be in effect from time to time or that whatever measures all or any of them may take:

- i. will reduce the likelihood of or prevent the transmission of COVID-19, other viruses and/or other communicable diseases to participants in the Activities;
- ii. will reduce any other dangers to participants in the Activities; and/or
- iii. will reduce the likelihood or risk of harm to participants in the Activities.

2. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to use the Amenities and participate in the Activities, as well as, authorize and choose to permit My Children and My Guests to use the Amenities and participate in the Activities.

3. I understand that accidents or illness can occur while using the Amenities and/or participating in the Activities and that such might result not only from my, My Children's and/or My Guests' actions, inactions, or negligence, but the actions, inactions, or negligence of others, or the conditions of the Amenities or of any equipment used. Further, I understand that there may be other risks not known to me or not reasonably foreseeable at this time. I agree and state that I, My Children and My Guests are fully capable of properly and safely using the Amenities and participating in such Activities. I, My Children and



My Guests are in excellent health, and I, My Children and My Guests are fully capable of understanding and handling the hazards and conditions associated with the use of the Amenities, the Activities and all related functions.

4. I acknowledge and fully assume the risk of illness or death related to and/or resulting from COVID-19 and my, My Children and My Guests being present at any of the Amenities and participating in the Activities and hereby RELEASE, WAIVE, AND DISCHARGE, on behalf of myself, My Children and My Guests, the Association, its Management, Eagle Creek Development Corporation, and their respective owners, shareholders, members, officers, directors, agents, employees and assigns (hereinafter collectively referred to as the "Releasees") from any liability related to COVID-19 or any other illness, injury or death I, My Children and My Guests may sustain as a result of my, My Children and My Guests using the Amenities, being on the premises where the Activities are held and/or participating in the Activities. I further COVENANT NOT TO SUE on behalf of myself, My Children and My Guests, the Releasees for any liability related to COVID-19 or any other illness, injury or death I, My Children and My Guests may sustain as a result of my, My Children and My Guests using the Amenities, being on the premises where the Activities are held and/or participating in the Activities.

5. I agree to indemnify, defend and hold harmless the Releasees from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury that I, My Children and My Guests may sustain. I UNDERSTAND THAT THE FOREGOING INDEMNITY CONSTITUTES MY ACCEPTANCE OF LEGAL RESPONSIBILITY FOR AND MY AGREEMENT TO PAY FOR ANY LOSS FOR CLAIMS OR LAWSUITS AGAINST ANY RELEASEE ARISING FROM MY, MY CHILDREN'S AND MY GUESTS' USE OF THE AMENITIES AND/OR PARTICIPATION IN THE ACTIVITIES.

6. I further agree not to sue, claim against, attach the property of or prosecute the Releasees for any injury, illness, death or loss caused by or resulting from my, My Children's and/or My Guests' use of the Amenities and/or participation in the Activities, whether or not such injury, illness, death or loss was caused by or resulted from the negligence of the Releasees or any other cause.

It is my express intent that this Waiver, of Liability, Indemnity and Hold Harmless Agreement shall bind any and all of my heirs and personal representatives, and shall be deemed a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named Releasees, regardless of the basis for such claim, including any claim based on negligence of any Releasee or the negligence of others. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. **I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER OF LIABILITY, INDEMNITY AND HOLD HARMLESS AGREEMENT WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT FOR THE PERMISSION GRANTED BY ASSOCIATION TO USE THE AMENITIES AND PARTICIPATE IN THE ACTIVITIES.**

7. I agree that I, My Children and My Guests will abide by the Operating Plan, as the same may change from time to time, and that if I, My Children and/or My Guests violate any of the requirements of the Operating Plan, the Association may revoke its permission for me, My Children and My Guests to use the Amenities and/or engage in any Activities.

8. I presently have and agree to maintain and to keep in full force and effect for as long as I and/or My Children are participant(s) in the Activities and/or are using the Amenities, reasonable and sufficient personal accident and health insurance.

9. Words in the singular include the plural, and the plural include the singular. The word “or” is not exclusive and the word “and” maybe conjunctive or disjunctive in the sole and absolute discretion of the Association. The phrase “and/or” shall apply to and include both the conjunctive and disjunctive.

10. If any one or more of the provisions contained in this Agreement is declared or found by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision or portion thereof shall be deemed stricken and severed, and the remaining provisions hereof shall continue in full force and effect. It is the intention of the parties that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision that is as similar in terms to such provision as is possible to be legal, valid and enforceable.

11. I agree that this Agreement may be executed by me by electronic signature or other electronic measures, and I agree that such execution will be as binding on me as if I executed this Agreement by a signed written instrument.

**IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I HAVE READ THE FOREGOING WAIVER OF LIABILITY, INDEMNITY AND HOLD HARMLESS AGREEMENT, AND I UNDERSTAND IT AND SIGN IT VOLUNTARILY AS MY OWN FREE ACT AND DEED. NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS, APART FROM THE FOREGOING WRITTEN AGREEMENT, HAVE BEEN MADE BY ANY PERSON OR ENTITY WITH RESPECT TO THE MATTERS SET FORTH HEREIN. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT, AND I EXECUTE THIS AGREEMENT FOR FULL, ADEQUATE AND COMPLETE CONSIDERATION, FULLY INTENDING TO BE BOUND BY SAME.**

IN WITNESS WHEREOF, I have signed this Waiver of Liability, Indemnity and Hold Harmless Agreement on the date set forth below.

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

ADDRESS:

\_\_\_\_\_

NAMES OF MINOR CHILD(REN): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Waiver of Liability, Indemnity & Hold Harmless Agreement should be completed (separately) by each adult resident. If needed, please duplicate pages.



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SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

ADDRESS:

\_\_\_\_\_

NAMES OF MINOR CHILD(REN): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Waiver of Liability, Indemnity & Hold Harmless Agreement should be completed (separately) by each adult resident. If needed, please duplicate pages.