

JOINT AMENITY FACILITIES POLICIES

OF THE

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT

AND

LAKE ASHTON II
COMMUNITY DEVELOPMENT DISTRICT

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**JOINT AMENITY FACILITY POLICIES:
Lake Ashton Community Development District
Lake Ashton II Community Development District**

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2019)
Effective Date: September 27, 2019

In accordance with Chapter 190 of the Florida Statutes, and on September 27, 2019 at a duly noticed joint public meeting and after a duly noticed joint public hearing, the Boards of Supervisors of the Lake Ashton Community Development District and Lake Ashton II Community Development District adopted the following rules / policies to govern the operation of the Districts' Amenity Facilities. All prior rules / policies of the Districts governing this subject matter are hereby rescinded.

I. DEFINITIONS

“Amenity Facilities” or “Amenities”- shall mean the properties and areas owned by the Districts and intended for recreational use and shall include, but not specifically be limited to, the Lake Ashton Clubhouse and the Lake Ashton Health and Fitness Center (HFC), together with appurtenant facilities and areas.

“Amenities Facilities Policies” or “Policies” – shall mean the Joint Amenity Facilities Policies of the Lake Ashton Community Development District and Lake Ashton II Community Development District.

“Amenity Manager” – shall be each respective Districts’ “Community Director,” or in his/her absence, the designated representative.

“Board of Supervisors” or “Boards” – shall mean the Board of Supervisors of the Lake Ashton Community Development District and/or Lake Ashton II Community Development District.

“Commercial Purposes” – shall mean those activities which involve, in any way, the provision of goods or services for compensation but shall not include any activities of the Districts.

“Districts” – shall mean the Lake Ashton Community Development District (“LA CDD”) and Lake Ashton II Community Development District (“LAII CDD”), each a political subdivision of the State of Florida, created pursuant to Chapter 190 of the Florida Statutes. Each individually may be referred to herein as a “District.”

“District Manager” – shall mean the professional management company with which each District has contracted to provide management services to the respective District.

“Guest” – shall be any Non-Resident invited by a Patron to access and use the Amenity Facilities. Guests must be properly registered and comply with all Policies. (A Patron’s ability to register may be reviewed by an Amenity Manager if exceeding 12 Guest registrations annually.)

“Individual” – shall mean any Patron, Guest, or Non-Resident utilizing an Amenity.

“Inappropriate Content” – shall mean content that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, or contains sexual comments, obscenities, nudity, pornography, abusive or degrading language, antisocial behavior, or inappropriate comments concerning race, color, religion, sex, national origin, marital status, or disability, violates any District Policies or rules, has the potential to cause the District(s) public harm or disrepute, or is otherwise unlawful..

“Lake Ashton Community” – shall mean the Lake Ashton residential golf development within which both the LA CDD and LAII CDD are located.

“May” and “Shall” - as used herein, the word “may” is permissive; the word “shall” is mandatory.

“Media” – shall mean certain publications and media produced by the Districts and solely intended to provide community information, including but not limited to the Lake Ashton Times.

“Non-Resident” – shall mean any person(s) who does not own or rent property within either District and has not paid the Annual User Fee.

“Annual User Fee” – shall mean the fee established by each District for any person that is not a Resident and wishes to become a Non-Resident Member. The amount of the Annual User Fees is set forth herein, and is subject to change based on Board action.

“Non-Resident Member” – shall mean any individual not owning or renting property in either District who is paying the Annual User Fee to the District(s) for the non-exclusive right to use of all Amenity Facilities.

“Patron” or “Patrons” – shall mean Residents, Non-Resident Members, and Renters/Leaseholders.

“Political Issue” – shall mean any candidate, whether partisan or nonpartisan, political party, issue, referendum, or amendment that is subject to a vote of electors, whether local, state or federal.

“Renter/Leaseholder” (residential) – shall mean any tenant residing in a Resident’s living unit pursuant to a valid rental or lease agreement.

“Rental Facilities” – shall mean the Amenity Facilities available to Patrons, Non-Residents, and Lake Ashton Community organizations for rent or reservation including, but not limited to,

the Ballroom, Reflection Garden, Card Rooms, Cinema, Conference Rooms, HFC, Courtyard, Catering Kitchen, Sports Court, Poker Room, and Craft Rooms.

“Resident” – shall mean any person or persons owning a home or lot within either District.

“Staff” – shall mean any employee, contractor, or volunteer that works under the Amenity Manager or District Manager.

II. PURPOSE

This document, jointly prepared and agreed to by both the LA CDD and LAII CDD Boards of Supervisors, applies to all Individuals, pursuant to usage of all Amenities within both Districts. Compliance with the Policies and provisions is mandatory and will be enforced.

The Board(s), the District Manager, the Amenity Manager and Staff shall have full authority to enforce these Policies. However, the Boards by a vote at a public meeting, District Manager, and/or Amenity Manager shall have the authority in its/there sole discretion to waive strict application of any of these Policies when prudent, necessary or in the best interest of the Districts and Patrons, provided however, any permanent waiver must be approved by both Boards and such a temporary waiver of any Policy by the Amenity Manager shall not constitute a continuous, ongoing waiver of said Policy.

The Boards jointly reserve the right to amend, modify, or delete, in part or in their entirety, these Policies when necessary, at a duly-noticed Board meeting, and will notify the Patrons of any changes. Use of the Amenity Facilities may be subject to payment of applicable fees or rates set by the respective Districts. To change or modify rates or fees beyond the increases specifically allowed by District(s) rules and regulations, the Boards must hold a duly-noticed public hearing on said rates and fees. Each district may unilaterally updated rules specific to amenities solely within their respective boundaries.

III. AUTHORIZED USERS

Only Patrons and Guests are authorized to use the Amenity Facilities (each such a “Users”), all as further provided within these Policies and below; provided however certain events may be available to the general public where permitted by the Districts and subject to payment of any applicable fees and satisfaction of any other applicable requirements. Specifically, Users are subject to the following:

RESIDENTS: Residents, upon producing proper identification, can access and use all Amenity Facilities within the Districts. They are entitled to bring up to four (4) guests at a time, unless other arrangements have been made with an Amenity Manager.

RENTERS/LEASEHOLDERS: Residents who rent or lease out their residential unit(s) in the Districts shall have the right to designate the Renter/Leaseholder of their residential unit(s) as

the beneficial users of the Resident's membership privileges for purposes of Amenity Facilities use.

The Renter/Leaseholder may be required to acquire a membership with respect to the residence which is being rented or leased, as well as purchase an ID card in order to be entitled to use the Amenity Facilities. A Renter/Leaseholder who is designated as the beneficial user of the Resident's membership shall be entitled to the same rights and privileges to use the Amenity Facilities as the Resident.

During the period when a Renter/Leaseholder is designated as the beneficial user of the membership, the Resident shall not be entitled to use the Amenity Facilities with respect to that membership.

Residents shall be responsible for all charges incurred by their Renters/Leaseholders which remain unpaid after the customary billing and collection procedure established by the Districts. Resident owners are responsible for the department of their respective Renter/Leaseholder.

NON-RESIDENT MEMBERS: Non-Residents may pay an Annual User Fee and have access to all Amenity Facilities. As previously set by each District, both District's Annual User Fee for any person not owning real property within the District is \$2,400.00 per year (split evenly amongst LA CDD and LAII CDD, as permitted by law), and this fee shall include privileges for two (2) people. Such Annual User Fee is adopted by: (i) LA CDD, pursuant to its Chapter II: Non-Residents User Fees, last set on February 26, 2007; and (ii) by LAII CDD, pursuant to its Chapter II: Non-Residents User Fees, last set on January 8, 2008. This payment must be paid-in-full at the time of completion of the Non-Resident Member application and the corresponding agreement. This fee will cover membership to all Amenity Facilities for one (1) full year from the date of receipt of payment by either District. Each subsequent annual membership fee shall be paid-in-full on the anniversary date of application for membership. Each District retains the authority to establish its own Annual User Fee, per these policies it is the intent of both Districts to set both Annual User Fees at the same level. As previously provided in the Districts rules setting such Annual User Fees, such fee may be increased, not more than once per year, by actions of the respective Boards, to reflect increased costs of operation of the Amenity Facilities. This membership is not available for commercial purposes.

GUESTS: All Guests, regardless of age, must register with the office of the Amenity Manager prior to using the Amenity Facilities. The Patron inviting the Guest must be present upon registration, unless other arrangements have been made with the Amenity Manager's office.

All Guests under eighteen (18) years of age must be accompanied at all times while using the Amenity Facilities by a parent or adult Patron over eighteen (18) years of age.

Guests over the age of eighteen (18) must register and may use the Amenity Facilities unaccompanied by Patron, and must also sign a waiver of liability.

Patrons who have registered a Guest are responsible for any and all actions taken by said Guest. Violation by a Guest of any of these Policies as set forth by the Districts could result in loss

of that Patron's privileges and membership as set forth in Section 5 – Suspension and Termination of Privileges.

IV. IDENTIFICATION CARDS

ID cards (or similar access devices) may be issued to all members of each Resident's household and/or Non-Resident Members. Guest Passes shall be issued to all Guests upon registering with Amenity Manager. Each Patron and/or Guest will be required to present proper credentials upon request by Staff. If not presented, the individual will be asked to leave the venue. Renters/Leaseholders will be required to purchase their own ID cards (or similar access devices). All lost or stolen ID cards should be reported immediately to the Amenity Manager's office. A fee will be assessed for any replacement cards or additional cards.

V. LOSS OR DESTRUCTION OF PROPERTY AND/OR INSTANCES OF PERSONAL INJURY

Patrons and their Guests assume sole responsibility for his or her personal property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on or in any of the Amenity Facilities.

Any Patron or Guest utilizing District equipment is responsible for said equipment. Should the equipment be returned to the District damaged, missing pieces or in worse condition than when it was when usage began, that Patron or Guest will be responsible to the District for any cost associated with repair or replacement of the equipment.

Individuals who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Districts or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Districts, either on or off the Amenity Facilities' premises, shall do so at his or her own risk, and shall hold the Amenity Facilities' owners, the District, the Board of Supervisors, District employees, District representatives, District contractors and District agents, harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act of omission of the Districts, or their respective operators, supervisors, employees, representatives, contractors or agents. Any Patron shall have, owe, and perform the same obligation to the Districts and their respective operators, supervisors, employees, representatives, contractors, and agents hereunder with respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or family member of said Patron.

Should any party bound by these Policies bring suit against the District, the Board of Supervisors or Staff, agents or employees of the District, or any Amenity Facility operator or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Amenity Facilities' operators, officers, employees, representatives, contractors or agents, said party bringing suit shall be liable to the prevailing party

(i.e., the District, etc.) for all costs and expenses incurred by it in the defense of such suit, including court costs and attorney's fees through all appellate proceedings.

Amenity Facilities are unattended facilities. Persons using the Amenity Facilities do so at their own risk. Amenity Manager's staff members are not present to provide personal training, exercise consultation, athletic instruction, or lifeguard duties, unless otherwise noted, to Patrons or Guests. Persons interested in using the Amenity Facilities are encouraged to consult with a physician prior to commencing a fitness program.

VI. SUSPENSION AND TERMINATION OF PRIVILEGES

i. **Offenses:** An Individual's privileges to use the Amenity Facilities may be subject to various lengths of suspension or termination for up to one (1) calendar year by the Board of Supervisors, and the Individual may also be required to pay restitution for any property damage, if he or she:

1. fails to abide by any District rules or policies, including but not limited to these Policies and the Amenity Rate Rules;
2. submits false information on the application for a photo ID card or Guest pass;
3. permits unauthorized use of a photo ID card or Guest pass;
4. exhibits unsatisfactory behavior, deportment, or appearance;
5. engages in unreasonable and abusive behavior that threatens the welfare, safety or reputation of the District, or its supervisors, Staff, contractors, vendors, or other Patrons or Guests;
6. treats the Districts' supervisor, Staff, contractors, vendors, or other Patrons or Guests in an unreasonable or abusive manner;
7. damages or destroys District property.

ii. **Suspension and Termination Process:** In response to any violation of the rules, regulations, policies and procedures specified herein, including, but not limited to, those set forth in the section (i) above, the Districts, through its Boards, District Manager, and/or Amenity Manager, may follow the process outlined below with regard to suspension or termination of a Patron's or Guest's privileges:

1. First Offense – Verbal warning by Staff of such violations; the warning shall be summarized in a brief written report by Staff and kept on file in the Clubhouse and Community Center.
2. Second Offense – Written warning by Staff of continued violations sent by certified mail to the Patron/Guest and kept on file in the Clubhouse and Community Center offices. In addition, the Patron/Guest will be suspended from the Amenity Facilities for the remainder of the day on which the written warning is issued.
3. Third Offense – Automatic suspension by the Amenity Manager of all Amenity Facilities privileges for one (1) week. A written report will be created; a certified

letter will be sent to the Patron/Guest and a copy of such letter kept on file in the Clubhouse and Community Center Offices.

4. Fourth Offense – Automatic suspension by the Amenity Manager from all Amenity Facilities for up to thirty (30) days or until the date of the next meeting of the Board of Supervisors of the District within which the violation occurred, whichever occurs first. An complete record of all previous documented offenses within the previous twelve (12) months will be presented to the Board for recommendation of suspension beyond thirty (30) days or possible termination of the Patron's/Guest's privileges for up to one (1) calendar year from the Board's approval of termination of privileges.

iii. **Health, Safety, Welfare.** Notwithstanding anything contained herein, the Amenity Manager may, at any time, remove, restrict or suspend an individual's privileges when such action is necessary to protect the health, safety and welfare of Districts' supervisor, Staff, contractors, vendors, or other Patrons and their Guests, or to protect the Amenity Facilities from damage.

Such restriction or suspension shall be for a maximum period of thirty (30) days or until the date of the next meeting of the Board of Supervisors of the District within which the violation occurred, whichever occurs first. Such infraction and suspension shall be documented by the Amenity Manager. The Operations Manager, District Manager and Board of Supervisors shall be notified to review this action at the next Board of Supervisors meeting.

iv. **Jurisdiction Reciprocal.** The ability to suspend or terminate privileges as provided herein shall be held by the District, through its Boards, District Manager, and/or Amenity Manager, in whose boundaries the violation at issue occurred. Violations that result in a suspension or termination in one District shall be brought up at the next Board of Supervisors meeting for the other District. Suspension or termination of privileges shall in no way prevent a member of the District Boards, the District Manager, District staff or members of the public from attending a duly advertised public meeting of either District.

v. **Appeals.** Any Individual who has his or her Amenities privileges restricted/suspended for at least thirty (30) days and/or terminated in accordance with this Policies may appeal such restriction, suspension, or termination to the respective Board for reversal or reduction at the next regular meeting of such Board. The Board's decision on appeal shall be final.

VII. RESERVING FACILITIES

Amenity Facilities are available on a first-come, first-served basis, and subject to applicable fees or rates as set by the appropriate District. Requests to reserve facilities should be submitted through the Staff at the appropriate Amenity Facility.

Reservations are available for up to three (3) hour increments for all facilities listed in the reservation policy, with the exception of the Ballroom and HFC. These can be reserved for periods up to five (5) hours. Longer time increments may be approved by the Amenity Manager. There

are no personal “standing” weekly reservations allowed for the Amenity Facilities listed in the reservation policies. Clubs and organizations may make “standing” reservations. These will be reviewed semi-annually by the Amenity Manager.

The Amenity Manager can reschedule any reservation if requested by a District. The Clubhouse or HFC must be notified if a scheduled reservation cannot be kept so the slot may be re-assigned. Reservations will be held for 15 minutes past your scheduled start time before re-assigning the reservation time slot.

VIII. RENTAL FACILITIES TERMS

Amenity Facilities are available for rent by Patrons, Lake Ashton approved Clubs/Organizations, and Non-Residents in accordance with the Policies of the District and the laws of the State of Florida. A complete list of Amenity Facilities available for rent, along with associated fees and deposits, are located as follows: (i) for LA CDD, in its Chapter III: Rules for Amenities Rates, last revised on September 7, 2018; and (ii) for LAII CDD, in its Chapter III: Rules for Amenities Rates, last revised on August 22, 2019, as may be amended from time to time (collectively, the “Amenity Rate Rules”).

For functions held at an Amenity Facility having more than 25 people in attendance, a final guaranteed number of guests is to be conveyed to the Amenity Facilities events planner no later than five (5) days before the date of the scheduled event. In absence of a final guarantee, the number indicated on the original agreement will be considered correct. A check shall be made payable to the applicable District.

If required by the Amenity Rate Rules of the respective District, deposit(s) or fees shall be submitted to the Clubhouse or HFC in the form of a separate check made payable to the “Lake Ashton Community Development District” or the “Lake Ashton II Community Development District,” as applicable.

IX. CLUBS AND OTHER ORGANIZATIONS

Any club, group or organization (collectively, “Clubs”) desiring to utilize the Amenity Facilities activities display space, Channel 96/732, Coffee Meetings, or the Lake Ashton Times newsletter to promote Club activities must be registered with the Amenity Manager and meet the following criteria:

1. Clubs must be comprised of a minimum of at least five (5) active members; all members must be Residents or Renters/Leaseholders.
2. No Club may be formed, and no activities held within the Amenities Facilities, for commercial or profit-making purposes.
3. The purpose of each Club must be to provide lifestyle-enhancing opportunities to Residents or Renters/Leaseholders and not to effectuate sales of products or services. No one household can profit from the club. Clubs may generate funds through dues and proceeds from Club organized events. If a Club chooses to generate funds, a check-and-balance system must be in place as well as a Club checking account.

4. Club membership and Club activities must be available to all Residents or Renters/Leaseholders. Criteria for Club membership should be governed by the individual club's by-laws.
5. Rules applying to the formation and admissibility of Clubs may be modified at the discretion of the Boards.
6. Violations of these Policies by any Club may result in the loss of that Club's privileges within the Amenity Facilities.

X. AMENITY POLICIES – GENERAL USAGE

CONDUCT: Individuals using the Amenity Facilities are expected to conduct themselves in a responsible, respectful, courteous and safe manner, in compliance with all Policies/provisions and rules of the Districts governing the Amenity Facilities. Violation of the District(s) Policies and/or misuse or destruction of Amenity Facilities equipment may result in the suspension or termination of Amenity Facilities privileges with respect to the offending Individual.

CONFLICTS: Conflicts between Amenity users should be referred to Staff or security. Under no circumstances should verbal or physical confrontation occur between Amenity users.

ALCOHOL: All persons must be twenty-one (21) years of age to consume alcohol at any Amenity Facility, and must do so in a responsible manner.

In regards to LA CDD's Clubhouse: no alcohol may be brought into the physical structure of the Clubhouse, adjoining outdoor patio and pool deck. Alcoholic beverages held and/or consumed within the physical structure of the Clubhouse, adjoining outdoor patio and pool deck must be purchased through the holder of the liquor license registered with the State of Florida to serve alcoholic beverages at 4141 Ashton Club Drive, Lake Wales, Florida. Any registered holder of said liquor license shall be required to provide the Amenity Manager with an applicable certificate of insurance naming the District as an additional named insured.

In regards to LAII's Community Center: The Community Center Amenity Manager may approve consumption of alcohol for events held at the Community Center by a vendor who is in possession of a valid liquor license and proof of insurance. See Section XI(vi) regarding the Community Center herein for more specific information regarding alcohol at the Community Center.

SMOKING: Lake Ashton is a smoke-free community. Smoking tobacco products or electronic cigarettes are prohibited at all facilities and venues unless in a designated area

PETS: Pets, (with the exception of duly registered service animals) are not permitted at Amenities Facilities with the exception of Pet Parks. If a special event allowing pets has been approved by the Amenity Manager, pets must be leashed or in an appropriate carrier, or placed in a cage. Users are responsible to pick up after their pets and to dispose of any waste in a designated pet waste receptacle or outdoor dumpster.

PARKING: Vehicles must be parked in designated areas. Vehicles, bicycles and golf carts should not be parked on grass lawns, in any way which blocks the normal flow of traffic, or in any

way that limits the ability of emergency service workers to respond to situations. The Amenity Manager reserves the right to waive this parking restriction in the event overflow parking is needed for a large event.

OVERNIGHT PARKING: There shall be no overnight parking in Amenity Facility parking lots.

OFF-ROAD VEHICLES: Off-road motorbikes/vehicles, excluding golf carts, are prohibited on all property owned, maintained and operated by the District(s).

FIREWORKS: Fireworks of any kind are not permitted on any Amenity Facility or property held by the Districts, with the following exception: the respective Board may approve the use of fireworks over specific bodies of water within its District's boundaries.

SERVICE AREAS: Service areas within the Amenity Facilities are off-limits except for Staff.

DRONES: Drones and all forms of unmanned aerial vehicles are not permitted to be used inside Amenity Facility buildings any time without the written authorization of the District, except as permitted by law or regulation of an applicable government entity.

CHILD CARE: The District will not offer childcare services to Patrons or Guests at any of the Amenity Facilities.

SKATEBOARDING: Skateboarding is not permitted on the Amenity Facilities property at any time. Roller blading is permitted on cart paths and roadways only.

OUTSIDE ENTERTAINMENT: Performances at any Amenity Facility, including those by outside entertainers, must be approved, in advance, by the Amenity Manager.

ADVERTISING: Advertisements for Commercial Purposes shall not be posted or circulated in the Amenity Facilities. Petitions, posters, or promotional material shall not be originated, solicited, circulated or posted on Amenity Facility property unless approved, in writing, by the Amenity Manager.

COMMERCIAL PURPOSES: Activities with Commercial Purposes must have approval from the Amenity Manager

UNATTENDED GUESTS: Amenity users should not leave Guests who have adverse or debilitating health conditions unattended in any of the Amenity Facilities or District property.

PROGRAM/ACTIVITY APPROVAL: All programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities must be approved by the Amenity Manager.

MANAGEMENT SPONSORED EVENTS: The Amenity Manager has the right to authorize management-sponsored events and programs to better serve the Patrons, and to reserve any Amenity Facility for said events (if the schedule permits) and to collect revenue for those services provided. This includes, but is not limited to, various athletic events, cultural programs and social events, etc.

LOITERING: Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at any Amenity Facility.

COMPLIANCE TO STATUTES: Individuals shall abide by and comply with any and all federal, state and local laws and ordinances while utilizing the Amenity Facilities, and shall ensure that any minor for whom they are responsible also complies with same.

EQUIPMENT: The Districts maintains a limited amount of equipment to support individual activities such as Bocce, Billiards, Pickleball, Racquetball, Shuffleboard, Yoga, and exercise classes. Please check their availability with the Amenity Manager. Patrons are encouraged to provide their own equipment for recurring use.

HOURS: Hours of operation, including holiday schedules, for Amenities Facilities are established and published by the Amenity Manager(s), and such hours are subject to change at the discretion of the Amenity Manager.

EMERGENCIES: After contacting 911 (if required), all emergencies and injuries must be reported to the gate attendant service (Thompson Nursery Road phone number 863-324-7290, CR 653 phone number 863-318-0237) or Amenity Manager (phone number Clubhouse 863-324-5457 or Community Center 863-595-1562) and to the office of the District Manager (phone number 407-841-5524). If immediate attention to the facilities is required and the Amenity Manager is not present, please contact one of the gate attendants employed by the District.

SIGNAGE: All Political Issue and Commercial Purpose signs outside Amenity Facility buildings are strictly prohibited. All other signs need the approval of an Amenity Manager.

XI. AMENITIES POLICIES – SPECIFIC USAGE

Patrons are responsible for ensuring their Guests adhere to the Policies set forth herein. In addition to the general Policies listed above, each Amenity Facility has the following specific Policies that must be followed:

i. BALLROOM

1. All food and beverages consumed in the Clubhouse Ballroom must be purchased and provided by the Restaurant contracted by the District.
2. Any Resident or Resident activity that qualifies for, and is granted a fee waiver under the Rules of Lake Ashton Community Development District, Chapter III, may, with the

approval of the Amenity Manager, have an outside caterer provide food and non-alcoholic beverages for an event compliant with Chapter III. The Amenity Manager shall have sole discretion to grant or deny such a request, and may require the submission of a certificate of insurance, a waiver of liability, or other administrative documentation as deemed appropriate by the District.

3. Each organization, group or individual reserving the use of an Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, the owners of the Amenity Facility and the owner's officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District lands, premises and/or Amenity Facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.38, Florida Statutes.
4. The volume of live or recorded music shall not violate applicable City of Lake Wales Noise Ordinances.

ii. **BOCCE**

1. Appropriate dress is required on the court. Shirts and shoes must be worn at all times.
2. Bocce balls should not be tossed or thrown outside of the court.
3. Players on the opposite side of the playing or thrower's end should stand outside the court walls. Sitting on the walls is permissible provided one's legs are on the outside of the walls. Please report any loose boards, protruding nails, etc., to the Staff.
4. Children under eighteen (18) years of age must be supervised by an adult Patron who understands the rules of the game.

iii. **BOWLING**

1. The center is available for open bowling when league play is not scheduled. Reservations are made through the Amenity Manager on a first-come basis.
2. Proper attire must be worn. Bowling shoes are the only acceptable footwear on the lanes.
3. The bowling machines are all self-scoring. If you are unsure how to operate the machines or need assistance, please contact the Amenity Manager or Staff for instructions.
4. No one is allowed past the foul line or on a bowling lane at any time. If it becomes necessary to traverse the lanes, all walking shall be done in the gutter(s).
5. Proper bowling etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
6. No food or drink is allowed in the approach area.
7. If, at any time, the equipment fails to operate properly or your ball does not return, please contact the Amenity Manager or Staff for assistance.
8. No one is allowed behind the pin-setting machines without the permission of the Amenity Manager.
9. Return all balls and shoes to racks when you have finished bowling.
10. Guests under the age of eighteen (18) years of age must be supervised by adult Patron who understands the rules and regulations of the game.

iv. CINEMA

1. Movies are scheduled on a regular basis by the Amenity Manager and open to all Patrons. Seating capacity is 55 and admittance is on a first-come basis. Guests under eighteen (18) years of age must be accompanied by an adult.
2. Movie selections are made by the Amenity Manager's office based on new releases. Suggestions from Residents are also considered.
3. Scheduled movies and show times are posted and subject to change.
4. Closed-captioning is available for certain movies at certain show times. Please check with the Amenity Manager or Staff to obtain the schedule.
5. Be courteous and arrive on time. Movies are not to begin prior to the scheduled show time.
6. Reservations for the Cinema shall be made through the Amenity Manager's office.
7. Contact the Amenity Manager or Staff for assistance with equipment.
8. Be sure the Cinema is clean and free from trash and debris following any function. Any Resident or Non-Resident Member who reserves and holds a function in the Cinema and fails to clean up and return it to the condition in which it was obtained may be charged a clean-up fee by the Amenity Manager.
9. Report any loose seats, lighting issues, or other facility needs to the Amenity Manager or Staff.

v. CARD ROOMS/BILLIARDS/GAMES

1. Rooms are available during normal hours for open play, however, as many different card and billiard games are held at regularly scheduled times, you should contact the Activities Office or Ashtonliving.net for a list of scheduled activities.
2. Reservations for the Card/Game Room can be made through the Amenity Manager's office.
3. When group activities are scheduled, please be courteous of others. Random play is acceptable when the rooms are not scheduled for group activities.
4. Due to the large demand for these rooms, reservations should include the number of tables required to meet the needs of the group. Tables not used will be considered "open" and will be made available for use by another group or individual.

vi. CLUBHOUSE AND HFC

1. Residents, Non-Resident Members, and members of the general public are responsible for ensuring that their Guests adhere to the Policies set forth herein.
2. The volume of live or recorded music must not violate applicable local government noise ordinances.
3. No open burning or candles are allowed at the facility.
4. Alcoholic beverage service, if approved, shall only be obtained through a service licensed to serve alcoholic beverages. Such service will be required to provide the Amenity Manager with a certificate of insurance, naming the District as an additional insured party. The Amenity Manager may make an exception to this requirement, in advance, for

community events such as pot luck dinners, bingo events and private functions held by Patrons who have reserved the Community Center. Patrons will be allowed to bring beer or wine for personal use when such a community event is held.

5. Patrons are not allowed to bring or use grills or smokers at the Community Center. Upon approval by the Amenity Manager, Patrons may hire an insured caterer to provide this service. The location of any grill or smoker will be at the discretion of the Amenity Manager. Such catering service will be required to provide the Amenity Manager with a certificate of insurance, naming the District as an additional insured party.
6. Each organization, group or individual reserving the use of an Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, the owners of the Amenity Facility and the owner's officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District lands, premises and/or Amenities Facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.38, Florida Statutes.

vii. COURTYARD AND OUTDOOR KITCHEN

1. The courtyard is furnished with tables, chairs, and grilling equipment. Reservations for the courtyard may be made through the Community Center Amenity Manager's office.
2. If you are unsure how to operate the grills or need assistance with any equipment, please contact the Community Center Amenity Manager or Staff for instructions.
3. Please contact the Community Center Amenity Manager or Staff for assistance if equipment at the courtyard fails to operate properly.
4. Guests must be eighteen (18) years of age to operate the grills at the courtyard.
5. The courtyard and surrounding area must be clean and free from trash and debris following any function. Patrons reserving and holding a function at the courtyard and fails to clean up and return it to the condition in which it was obtained may be charged a clean-up fee by the Community Center Amenity Manager.

viii. CRAFT ROOMS

1. Craft Rooms are open during normal operating hours. They are available for general use when not reserved.
2. Reservations for the Craft Rooms can be made through the Amenity Manager's office.
3. If, at any time, the equipment in the Craft Room fails to operate properly, please contact the Amenity Manager or Staff for assistance.
4. Please be courteous of others' projects and do not touch or handle them.
5. Guests under eighteen (18) years of age must be properly supervised by an adult.

ix. FITNESS CENTERS

1. Fitness centers are open daily during normal operating hours.
2. Patrons are encouraged to receive training on the apparatus before utilizing equipment

3. Each facility provides televisions for Patrons. Please be considerate when setting volume levels.
4. Individuals must be fourteen (14) years of age and older to use District Fitness Centers. Individuals 14-17 years of age must be accompanied by an adult.
5. Food, including chewing gum, is not permitted within the District Fitness Centers. Beverages, however, are permitted in the Fitness Centers if contained in non-breakable containers with screw-top or sealed lids.
6. Appropriate attire and footwear (covering the entire foot) must be worn at all times in the District Fitness Centers. Appropriate attire includes tee-shirts, tank tops, shorts, and/or athletic wear (no swimsuits).
7. Each individual is responsible for wiping off fitness equipment after use with the antiseptic wipes provided by the Districts.
8. Use of personal trainers is permitted in the District Fitness Centers with approval from the Amenity Manager.
9. Hand chalk is not permitted to be used in the District Fitness Centers.
10. Radios, tape players, MP3 players and CD players are not permitted unless they are personal units equipped with headphones.
11. No bags, gear, or jackets are permitted on the floor of the District Fitness Centers or on the fitness equipment.
12. Weights or other fitness equipment may not be removed from the District Fitness Centers.
13. Limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
14. Be respectful of others. Allow other Patrons and Guests to also use equipment, especially the cardiovascular equipment.
15. Replace weights to their proper location after use.
16. Free-weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.
17. Any fitness program operated, established and run by the Amenity Manager may have priority over other users of the District Fitness Centers.

x. HORSESHOES

1. Horseshoe equipment, if available, may be obtained from the Shuffleboard storage closet.
2. Appropriate dress is required on the court.
3. No tossing of horseshoes while someone is in a pit or in the throwing lane. Horseshoes tumble when thrown and participants need to safely clear the pit.
4. Guests under the age of eighteen (18) years of age may play provided they are supervised by an adult Patron and are physically capable of tossing a shoe to the pit. Supervising adults are responsible for children's safety.

xi. INDOOR SPORTS COURTS

1. Various articles of equipment, if available, may be obtained from the equipment storage area.
2. Proper etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.

3. Proper athletic shoes and attire are required at all times while on the courts. Shirts must be worn. No black-soled shoes are allowed.
4. Proper safety equipment, such as protective eyewear, must be used when appropriate to the sport being played.
5. Beverages are permitted at the sports courts if they are contained in non-breakable containers with screw-top or sealed lids.
6. No chairs, other than those provided by the Districts, are permitted on the sports courts.
7. Guests under the age of eighteen (18) must be accompanied by an adult Patron.
8. Courts must be cleaned up after use.

xii. LAKES AND PONDS (FISHING)

1. Patrons may fish from any District owned lake/retention pond within the Lake Ashton Community Development District and Lake Ashton II Community Development District. Please check with the Amenity Manager for rules and regulations pertaining to fishing and for proper access points to these bodies of water.
2. No water crafts of any kind are allowed in these bodies of water except for small remote-controlled boats intended for recreational purposes.
3. Swimming is not allowed in any lake or retention pond.

xiii. LIBRARY/MEDIA CENTERS

1. There are two library/media centers, one in the Clubhouse and one in the Community Center. They have books, puzzles, computers, tables, DVDs and an area for reading.
2. Books and puzzles are donated by Patrons for use by other Patrons. They may be removed but must be returned upon completion to either Amenity Facility.
3. District computers and their content, including email, are subject to monitoring and access by the District at any time with or without consent or prior knowledge of the user. The District reserves the right to monitor any use of network resources, to monitor computer and internet usage, including, but not limited to: sites visited, searches conducted, information uploaded or downloaded and to access, retrieve and delete any data stored in, created, received, or sent over the network or using network resources for any reason.
4. It is strictly prohibited to use a District compute for wireless internet access to seek, send or store Inappropriate Content (as defined herein) and/or for unauthorized copying of copyrighted material. Examples of copyrighted materials include, but are not limited to: commercial music, video, graphics, or other intellectual property. The Districts assume no responsibility for any damages, direct or indirect, that may occur from the use of its electronic resources. Users of the Districts computers and/or wireless internet access peruse the internet at their own risk, realizing the potential for accessing offensive, inaccurate, illegal, or fraudulent information.
5. The District reserves the right to revoke any User's access to the Districts' computers and/or wireless internet at any time.

xiv. MEDIA

1. Districts' Media (as defined herein) is provided for the dissemination of factual community information by the Districts to Patrons. The District hereby adopts a no commercial advertisements policy, including those related to Political Issues. This policy provides that the District will not, through its newsletter, e-blast system, website, on the recreational facilities walls or grounds or through other District medium, allow commercial advertisements of any kind, regardless of content. The only commercial advertisements permitted are those that are of official District or Club events, as determined by the Amenity Manager.
2. It is the intent of the Districts to maintain Media as a non-public forum for the dissemination of factual community information by the Districts to Patrons.
3. Clubs that meet the criteria for a Club under the Policies and are properly registered with the Amenity Manager, may submit material for inclusion in Media.
4. All information included in Media shall be limited to factual information, shall not advocate passage or defeat of a candidate, party, measure or other Political Issue, and shall not support, endorse or oppose a candidate for nomination or election to a public office or office of political party or public officer.
5. The provisions hereunder regarding Media shall not be interpreted to prohibit any publications, postings, mailings or information produced, endorsed or circulated by the Supervisor of Elections, local, state, federal or other government of competent jurisdiction over the Districts or to such publications, postings, mailings or information permitted under local, state or federal law.
6. The Districts may accept paid political advertising that complies with Chapter 106, Florida Statutes, and all applicable local, state and federal laws. The advertising rates for such paid political advertising shall be the same as those rates charged to other members of the public for paid advertising. It is the sole responsibility of the party submitting the paid political advertising to ensure the advertisements compliance with all laws, including, but not limited to, those laws requiring mandatory language and/or a disclaimer within the paid political advertising.
7. Notwithstanding any of the foregoing, the Districts reserve full editorial rights to select, exclude, modify, add or delete material submitted for inclusion in Media, including the right to edit material relating to Political Issues, and the Districts additionally reserve the right to include a disclaimer in Media noting the LA CDD and LAII CDD does not endorse or support a particular candidate, party, measure or issue.

xv. PAVILION

1. Use of the Pavilion is by reservation only. Reservations can be made through the Amenities Manager's office.
2. The Pavilion is furnished with tables, chairs, fans, electricity, and grills. If you are unsure how to operate the grills or need assistance with any equipment, please contact the Amenity Manager or Staff for instructions.
3. If, at any time, the equipment at the Pavilion fails to operate properly, please contact the Amenity Manager or Staff for assistance.
4. Guests must be eighteen (18) years of age and older to operate the grills.
5. Ensure that the Pavilion and surrounding area is clean and free from trash and debris following any function. Patron who reserves and holds a function at the pavilion and fails

to clean up and return it to the condition in which it was obtained may be charged a clean-up fee by the Amenity Manager.

xvi. PET PARKS

1. Pet parks are open daily from sunrise to sunset. Specific times will vary based on the time of year.
2. The security staff will unlock and lock the gates daily.
3. Both pet play parks welcome all sized pets.
4. Pets must be kept on a leash until through the transition gates. Owners must carry a leash with them at all times.
5. Owners are liable for the actions and behavior of their pets at all times.
6. All pets must wear a collar with identification, current license, and rabies certification. All pets must have all required current vaccinations.
7. All pet waste must be cleaned up immediately by the owners and disposed of properly in the receptacles provided.
8. Aggressive or unruly pets must be leashed and removed from the parks immediately.
9. Pets in heat, displaying aggression or signs of illness or disease are prohibited from using the facility until the circumstances are corrected. This applies equally to pets with worms, fleas, or ticks.
10. All pet handlers must be at least eighteen (18) years of age.
11. No children are allowed in the parks without adult supervision.
12. Pets are not allowed to dig holes. Their owners are responsible for immediately stopping the digging and refilling any holes with soil.
13. At the first sign of aggression or if a pet becomes unruly and plays too rough, the pet must be leashed and removed from the pet park immediately and banned for the remainder of the day. This will also cause a verbal warning to be issued to the owner by the Amenity Manager.
14. In the event the pet harms, bites or fights another pet or an owner, the pet will be banned from visiting the parks while other pets are present for a period of thirty days.
15. If a second incident of harm, biting, or fighting occurs within a six (6) month period, the pet will be banned from the pet park for one (1) year.

xvii. PICKLEBALL

1. Pickleball courts can be reserved through the Amenity Manager. Non-reserved courts are available for open play on a first-come, first-served basis.
2. Use of a pickleball court is limited to one hour when others are waiting, unless the court is used pursuant to a reservation discussed above. Play may continue if no one is waiting.
3. If you find it necessary to “bump” other players when it is your turn to play:
 - a. Never attempt to enter someone else’s court before your reservation time.
 - b. Never enter the court or distract players while others are in the middle of a point or game.
 - c. Wait outside the entrance gate and politely inform the players that you have a reservation time.

- d. Allow players to finish one more point, and then begin the player changeover for the court.
- e. If you are bumped from a court and wish to continue play, please notify the office Staff and they will do their best to get you on the next available court.
- 4. Proper pickleball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- 5. Proper court shoes and attire, as determined by the Amenity Manager, are required at all times while on the courts. Shirts must also be worn at all times.
- 6. Due to demand, there is a three (3) Guest limit per court. Guests must be accompanied by a Patron and properly registered.
- 7. No jumping over nets.
- 8. Players must clean up after play. This includes “dead” balls, Styrofoam cups, plastic bottles, etc. The goal is to show common courtesy by leaving the court ready for play for Patrons who follow you.
- 9. Court hazards or damages must be reported to the Amenities Manager for repair.
- 10. No permanent boundary markers or lines may be placed on the courts, other than the existing lines.
- 11. Beverages are permitted at the facility if they are contained in non-breakable containers with screw-top or sealed lids. No food or glass containers are permitted on the tennis courts.
- 12. No chairs, other than those provided by the District are permitted on the pickleball courts.
- 13. Lights at the pickleball facility must be turned off after use.

xviii. RESTAURANT

- 1. The Lake Ashton Clubhouse restaurant is open to Patrons and Non-Residents. Operating hours and menu are determined by the restaurant and are posted at the Clubhouse and on www.ashtonliving.net.
- 2. Proper attire must be worn at all times when in the restaurant or when seated on its patio; shoes and shirts are required.
- 3. All Patrons and Guests are also required to adhere to any posted Policy regarding the restaurant that has been approved by the Board of Supervisors.

xix. SHUFFLEBOARD

- 1. Shuffleboard equipment, if available, may be obtained from the Shuffleboard storage closet.
- 2. Appropriate dress is required on the court. Shirts and shoes are required at all times.
- 3. Pucks or sticks are not to be thrown.
- 4. No person or person(s) should walk on or across the Shuffleboard Court.
- 5. Guests under eighteen (18) years of age may play if supervised by an adult Patron who understands the rules and regulations of the game.

xx. SPA

- 1. There is no lifeguard on duty. Patrons and Guests swim at their own risk and must adhere to swimming pool rules at all times.

2. Spa is open during normal operating hours.
3. You must be thirteen (13) years of age to use the spa.
4. Children under the age of eighteen (18) must be accompanied by an adult.
5. Maximum capacity is seven (7) people.
6. No food or beverages are allowed within six (6) feet of the spa.
7. Beverages must be in non-breakable containers with a lid.

xxi. SWIMMING POOLS

1. The Swimming pool is open for free swim unless restricted due to the scheduling of swim lessons and aquatic/recreational programs approved by the Amenity Manager.
2. There is no lifeguard on duty. Patrons and Guests swim at their own risk and must adhere to swimming pool rules at all times.
3. All Patrons must present proper identification or Guest Passes when requested by Staff. As a rule, a Resident may allow up to four (4) Guests to the swimming pool areas.
4. Use of the swimming pools is permitted only during designated hours.
5. Pool and spa availability may be limited or rotated in order to facilitate maintenance of the facility and to maintain health code regulations.
6. Any person swimming during non-posted swimming hours will be subject to suspension and termination policy.
7. Guests under eighteen (18) years of age must be accompanied by an adult at all times
8. Proper swim attire (no cutoffs) must be worn in the pool.
9. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber-lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
10. Adults with bladder control issues or incontinence must wear appropriate attire.
11. The changing of diapers or clothes is not allowed poolside.
12. Showers are required before entering the pool.
13. No one shall pollute the pool. Anyone who pollutes the pool is liable for any costs incurred in treating and reopening the pool.
14. Loud, profane, or abusive language is absolutely prohibited; no physical or verbal abuse will be tolerated.
15. Diving is prohibited; no diving, jumping, pushing, running, throwing any item or other horseplay is allowed in the pool or on the pool deck area.
16. No pets (except service animals), bicycles, skateboards, roller blades, scooters and golf carts are permitted on the pool deck area.
17. Radios, tape players, CD players, MP3 players and televisions are not permitted unless they are personal units equipped with headphones or for scheduled activities such as aqua fitness classes.
18. Play equipment, such as floats, rafts, snorkels, flotation devices and other recreational items must meet with Staff approval. Radio controlled water craft are not allowed at any time in the pool area. The facility reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment causes a safety concern.
19. Pool entrances must be kept clear at all times.
20. No swinging on ladders, fences, or railings is allowed.

21. Pool furniture is not to be removed from the pool area.
22. No food or drink are allowed within the area of the wet pool deck (which is defined as the area within four (4) feet of the pool).
23. Food and drinks are permitted outside the wet pool deck area. Glass containers, dishes, and drinking cups are prohibited. Food and non-alcoholic beverages may be brought to the pool area for personal use.
24. No chewing gum is permitted in the pool or spa or on the surrounding deck areas.
25. The Districts are not responsible for lost or stolen items.
26. Chemicals used in the pool/spa may affect certain hair or fabric colors. The Districts are not responsible for these effects.
27. The Amenity Manager will control whether swimming is permitted in inclement weather, and the pool facility may be closed or opened at their discretion. While at the Clubhouse outdoor Pool, if the lightning alarm sounds, all Patrons must evacuate the pool immediately.

xxii. TENNIS COURTS

1. Tennis courts can be reserved through the Amenity Manager. Non-reserved courts are available for open play on a first-come, first-served basis. Patrons desiring to use the tennis courts should check with Staff to verify availability. Use of a tennis court is limited to one and a half (1.5) hours when others are waiting, unless the court is used pursuant to a reservation discussed above. Play may continue if no one is waiting.
2. If you find it necessary to “bump” other players when it is your turn to play:
 - a. Never attempt to enter someone else’s court before your reservation time.
 - b. Never enter the court or distract players while others are in the middle of a point or game.
 - c. Wait outside the entrance gate and politely inform the players that you have a reservation time.
 - d. Allow players to finish one more point, and then begin the player changeover for the court.
 - e. If you are bumped from a court and wish to continue play, please notify the office Staff and they will do their best to get you on the next available court.
3. Proper tennis etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
4. Proper tennis shoes and attire are required at all times while on the courts. Shirts must be worn at all times.
5. Guests are limited to three (3) to a single court. Guests under the age of eighteen (18) are not allowed to use the tennis facility unless accompanied by an adult Patron.
6. No jumping over nets.
7. Players must clean up after play. This includes “dead” balls, Styrofoam cups, plastic bottles, etc. The goal is to show common courtesy by leaving the court ready for play for Patrons who follow you.
8. Court hazards or damages of any type need to be reported to the Amenity Manager for repair.
9. Persons using the tennis facility must supply their own equipment (rackets, balls, etc.).

10. No permanent boundary markers or lines may be placed on the tennis courts, other than the existing tennis lines.
11. Beverages are permitted at the tennis facility if they are contained in non-breakable containers with screw-top or sealed lids. No food or glass containers are permitted on the tennis courts.
12. No chairs, other than those provided by the District, are permitted on the Tennis Courts.
13. Lights at the tennis facility must be turned off after use.
14. A Spinshot tennis ball machine is available at the Clubhouse tennis facility. Use of the machine must be used in accordance with posted instructions. Training for the use of the equipment must occur prior to use and persons using this piece of equipment do so at their own risk.

xxiii. WILDLIFE.

1. When using the Amenity Facilities, including especially outdoor areas and open spaces, please adhere to the following guidelines in regards to non-domesticated animals (“Wildlife”):
 - i. Wildlife encountered within the Amenity Facilities should never be approached.
 - ii. Never leave small children unattended.
 - iii. Never feed wild animals, or leave food/garbage unattended.
 - iv. Wildlife are likely to be present in all natural waters or wetlands. Please take caution and be vigilant when close to such areas.
2. The Lake Ashton Community is a natural Wildlife habitat; therefore, exercise caution and vigilance at all times.
3. Please visit the Florida Fish and Wildlife Conservation Commission’s website for more information regarding interaction with Wildlife common to Florida, found here: <https://myfwc.com/conservation/you-serve/wildlife/>

XII. USE AT OWN RISK; INDEMNIFICATION

Any Patron, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the Districts and its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, “Indemnitees”), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney’s fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Patron, Guest, or other person, and any of his or her Guests and any members of his or her family.

Should any Patron, Guest, or other person, bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the Districts for all attorney’s fees, costs, and other expenses for investigation and defense

and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

For purposes of this section, the term “Activities,” shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged or sponsored by the Districts, its contractors or third parties authorized by the Districts.

XIII. SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the Districts’ limitations on liability contained in Section 768.28, F.S., or other statutes or law.

XIV. SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these Policies shall not affect the validity or enforceability of the remaining provisions, or any part of the Policies not held to be invalid or unenforceable.

XV. OTHER RULES AND POLICIES

The Districts have also adopted other rules and policies governing the use of District property. Please contact the District Manager for copies of all such rules and policies