

**WAIVER AND RELEASE OF LIABILITY**

(For Residents of the District and Non-Resident Members)

In consideration of being allowed access to the Lake Ashton Community Development District amenity facilities (herein the "Facilities"), and also in consideration of being allowed to utilize any service provided by, or engage or take part in any event, function or activity sanctioned or organized by or at the Facilities, whether on or off the Facilities' premises, the undersigned hereby releases and forever discharges, indemnifies and holds harmless the Lake Ashton Community Development District, its agents, employees, officers, directors, successors, assigns, representatives and affiliates of and from any and all demands, actions, causes of action, suits, damages, claims, liabilities and costs whatsoever, including attorneys' fees, of every name and nature which the undersigned or any of the undersigned's dependents or any other person whatsoever related to or affiliated with the undersigned ever had, now has or may have in the future, or may have for or by reason of any injuries, damages, claims or other matters whatsoever arising out of or related in any way to the undersigned's presence at or use of the Facilities, their utilization of any service provided by the Facilities, or their participation in any event, function or activity sanctioned or organized by the Facilities manager. The undersigned acknowledges that he or she utilizes the Facilities and their services, as well as participates or engages in any event, function or activity sanctioned or organized by the Facilities manager, at his or her own risk. By executing this Waiver and Release of Liability, the undersigned hereby also acknowledges and agrees that all of the provisions of this Waiver and Release of Liability are fully applicable to the undersigned's minor children, family members, house guests, invitees, licensees, lessees and tenants, if any, and that all such parties shall be bound by the terms and provisions contained herein.

Furthermore, by executing this document, the undersigned acknowledges, on behalf of him/herself and on behalf of their minor children, family members, house guests, invitees, licensees, lessees and tenants, if any, that the undersigned has received a copy of the Lake Ashton Community Development District Amenity Facilities Policies (the "Policies") and has read and understands the same. The undersigned, together with their minor children, family members, house guests, invitees, licensees, lessees and tenants, if any, agrees to abide by and follow any and all policies, rules and regulations set forth in the Policies, as amended from time to time, and acknowledges that failure to comply with any of the same may result in expulsion from Facilities and/or a suspension of privileges relating to the Facilities.

In witness whereof, the undersigned Lake Ashton Resident(s) or Non-Resident Member(s) has executed this Waiver and Release of Liability this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Lake Ashton Resident/Non-Resident Member

Print: \_\_\_\_\_

\_\_\_\_\_  
Lake Ashton CDD Representative  
Witness

Print: \_\_\_\_\_

\_\_\_\_\_  
Lake Ashton Resident/Non-Resident Member

Print: \_\_\_\_\_

\_\_\_\_\_  
Witness

Print: \_\_\_\_\_