

**MILANO RECREATION ASSOCIATION, INC.**  
**WAIVER OF LIABILITY AND INDEMNIFICATION**

I agree that I am personally responsible for my safety and actions while using the pool at Milano. I agree to comply with all Milano Recreation Association, Inc. (“Milano Recreation”) policies and rules, including but not limited to all temporary and/or emergency policies, guidelines, rules and instructions regarding the common areas and facilities during the COVID-19 pandemic.

With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue Milano Recreation Association, Inc., including any Milano Neighborhood Associations and/or its respective Board of Directors, officers, agents, servants, independent contractors, affiliates, employees, successors and assigns (collectively referred to as “Released Parties”) from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 whether caused by the negligence of the Released Parties, any third-party using Milano common facilities, or otherwise, while participating in any activity while in, on, or around the Milano Recreation pool and/or common areas and/or while using any Milano common amenities and/or facilities.

I agree to indemnify defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney’s fees and costs) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of the Milano Recreation pool, facilities, common areas, or common amenities, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.

By signing below, I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in using the Milano Recreation pool, facilities, common areas and/or common amenities to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Wavier of Liability shall be governed by and construed in accordance with Florida law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Wavier of Liability as a whole. This waiver remains in effect until the State of Florida lifts all COVID-19 related mandates.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature