

**AQUATIC CENTER MEMBERSHIP AGREEMENT**

This Aquatic Center Membership Agreement (the "Agreement") is entered into by the undersigned individual(s) (the "Resident(s)") in favor of Laureate Park Aquatic, LLC, a Florida limited liability company ("LPA") and Laureate Park Master Association, Inc., a Florida non-profit corporation ("HOA"), with respect to the membership privileges in and to the Laureate Park Aquatic Center (the "Membership") granted in favor of the HOA pursuant to that certain Master Membership Agreement by and between LPA and HOA governing, among other things, the use of the pool and related facilities (collectively referred to herein as the "Pool").

**1. Representations by Resident(s).**

- a. Each Resident hereby represents and warrants to LPA that it is either an owner of a residence or a tenant under a written lease with an owner of a residence in Laureate Park.
- b. Each Resident hereby represents and warrants that no other individuals reside in the residence listed below except for those individuals named on Page 5.

**2. Receipt of Key Fob.**

- a. Each Resident acknowledges receipt of the number of key fobs listed on Page 5. Each residence is limited to a maximum of two (2) key fobs.
- b. The first key fob issued by LPA is at no charge. LPA has the right to charge a reasonable fee for any additional key fob.
- c. All key fobs remain the sole property of LPA and shall be returned to LPA at such time that each Resident is no longer residing in Laureate Park.
- d. The undersigned acknowledges that the key fob is non-transferable and shall not be given to, or used by, any third-parties other than those Residents listed on Page 4.

**3. Lost, Stolen, Destroyed Key Fob.**

- a. In the event that a key fob is lost, stolen, or otherwise destroyed, Resident shall report this to LPA immediately.
- b. Each Resident shall be responsible for paying the replacement fee in effect at the time of replacement, unless the replacement is due to a faulty or defective key fob, as determined in LPA's discretion.

**4. Membership Rules and Regulations.**

- a. Each Resident agrees, on behalf of itself and its guests, that all persons using the Pool through the Membership granted herein shall be bound by, and shall comply with, the Rules and Regulations set forth in this Section 4, which may be amended or supplemented from time to time in writing and posted either on-site or delivered to the residence listed on Page 5.
- b. Each Resident acknowledges and agrees that the non-exclusive Membership granted in favor of the HOA, for which the HOA hereby partially assigns to the Resident(s) named herein, is a revocable privilege (and is not a right of each resident of a home within Laureate Park). LPA may suspend or terminate the Membership privileges of each Resident at any time and from time to time, without prior written notice or warning, due to any violation of any terms and conditions of this Agreement (including, without limitation, a violation of the Rules and Regulations by any Resident or its guests), as determined by LPA in its discretion. The right of LPA to suspend or terminate the Membership privileges partially assigned herein to each Resident includes the right to de-activate any key fobs issued under this Membership.
- c. Upon termination of any Resident's Membership privileges hereunder, such Resident shall be required to return the key fob to LPA.
- d. Residents and their guests must comply with the following rules and regulations (collectively, the "Rules and Regulations"):

- 1. Hours of permitted use are from dawn to dusk each day of the week.
- 2. **No lifeguard on duty – SWIM AT YOUR OWN RISK**
- 3. Dial 911 for emergencies
- 4. Person(s) under the age of 16 must be accompanied by a parent or legal guardian resident
- 5. Shower before entering the pool
- 6. For safety, diaper age children must wear swim diapers
- 7. Any person with cuts, infections, or communicable diseases shall not use the pool
- 8. Do not swallow pool water
- 9. No diving, running or horseplay permitted
- 10. No swimming during severe weather, heavy rain, or when thunder and lightning can be seen
- 11. Proper swimming attire required – no cut-offs or thongs
- 12. Place trash in receptacles
- 13. No glass permitted in the fenced pool area
- 14. No animals permitted in the fenced pool area
- 15. No food or beverages in the pool or the pool's wet deck
- 16. Be courteous, no boisterous behavior or crude language
- 17. Keep all pool gates closed when entering or leaving the area
- 18. Do not prop open gates to the pool at any time
- 19. Pool furniture and safety equipment is to remain in the pool area
- 20. Put down pool umbrellas after use
- 21. Unzip the cabanas sides after use in order to leave all sides open
- 22. Maximum adult pool capacity is 150 persons
- 23. Maximum family pool capacity is 80 persons

**5. Guests.**

- a. Each Resident covered by this Agreement may bring up to 2 guests to the Pool per visit, but not to exceed 4 guests per residence without the prior written consent of LPA, which consent may be granted or withheld in LPA's sole discretion.
- b. LPA reserves the right to charge a reasonable fee for any use of the pool by a Resident involving more than 4 guests per visit or for any request to reserve the pool for a private party hosted by a Resident. LPA reserves the right to promulgate additional rules and regulations for any approved private parties hosted by a Resident. Resident acknowledges that LPA has the right at any time, and from time to time, to limit or restrict the use of the Laureate Park Aquatic Center – e.g., during a private party hosted by another member.
- c. Each Resident is responsible for the actions of their guests. All Residents must be with their guests at all times when using the Pool.
- d. All unauthorized persons attempting to use or actually using the Pool will be considered trespassing and subject to prosecution to the fullest extent allowable by law.

6. **Video Surveillance.** LPA has the right (but not the obligation) to install and operate 24-hour electronic video monitoring and recording within Laureate Park Aquatic Center. Each Resident agrees to waive any objection to any and all monitoring and recording video surveillance and further consents to LPA's unrestricted use of the video records for security purposes.
7. **Disclaimers and Waiver of Liability.** In consideration of the Membership privileges hereby partially assigned to each Resident in this Agreement through the HOA's Membership, each Resident hereby accepts the Laureate Park Aquatic Center's facilities and services (including, without limitation, the Pool) in their "as is, where is" condition, and each Resident expressly assumes all risk associated with the use of the Laureate Park Aquatic Center (also referred to herein as the "Property"). LPA makes no warranties, express or implied including, without limitation, that the Property is safe and suitable for a particular purpose. The Property is being made available to each Resident and its guests on an "as is" and "as available" basis, with all faults. No warranty or guaranty is made that Property will be safe, secure, uncompromised, available or uninterrupted at any time and for any reason. Each Resident assumes all risks arising from the conditions and use of the Property, and acknowledges and understands that included in the waiver contained in this Agreement is any cause of action, arising from the performance or failure to perform maintenance, inspection, supervision, or control of any of the Property (including, without limitation, the products, equipment, or other personal property) or arising from the design, installation, maintenance, operation or non-operation of any Property. Each Resident expressly, knowingly and voluntarily waives, and LPA and the HOA expressly disclaim, any liability for, arising from or in any way in connection with the Property for any cause or reason whatsoever. Each Resident waives all special, indirect, incidental or consequential damages which may be recoverable against LPA and/or the HOA. These limitations apply to the maximum extent permitted by law. Each Resident further understands and agrees that neither LPA or HOA shall not be responsible for any of Resident's property, or the property of the Resident's family or guests, which may be lost, stolen or damaged at the Laureate Park Aquatic Center.
8. **Indemnification.** EACH RESIDENT ASSUMES THE RISK AND DANGERS OF DAMAGE, INJURY, OR DEATH INHERENT IN PARTICIPATING IN AND OBSERVING AND/OR BEING ON, OR USING, THE FACILITIES AND SERVICES OF THE LAUREATE PARK AQUATIC CENTER. EACH RESIDENT, ON BEHALF OF ITSELF, ANY MINOR CHILDREN OF SUCH RESIDENT, AND ANY OTHER PERSONS ACCOMPANYING SUCH RESIDENT ON THE PROPERTY AT ANY TIME, HEREBY EXPRESSLY RELEASES, DISCHARGES, WAIVES, INDEMNIFIES AND HOLDS HARMLESS LPA AND HOA FROM AND AGAINST ANY AND ALL COSTS, DAMAGES, CLAIMS, CAUSES OF ACTION, LAWSUITS AND EXPENSES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS, CAUSES OF ACTION, LAWSUITS BY SUCH RESIDENTS' GUESTS), AND PROMISES NOT TO SUE AND/OR BRING ANY CLAIM, LOSS, CAUSE OF ACTION, AND/OR LAWSUIT OR PROCEEDING AGAINST LPA, ARISING OUT OF OR IN ANY WAY RELATING TO ANY INJURY, LOSS, DEATH AND/OR DAMAGE TO PERSON OR PROPERTY SUFFERED OR CAUSED WHILE PARTICIPATING IN AND/OR OBSERVING AND/OR BEING ON, OR USING, THE PROPERTY, INCLUDING BUT NOT LIMITED TO THOSE RESULTING FROM ANY OF LPA'S (OR A THIRD PARTY'S) DIRECT OR INDIRECT ACTION, INACTION, OMISSION, AND/OR NEGLIGENCE, OR FROM AN ACT OF GOD. EACH RESIDENT UNDERSTANDS THAT THIS AGREEMENT INCLUDES ANY CLAIMS BASED ON THE NEGLIGENCE, ACTIONS OR INACTION OF LPA OR ANY THIRD-PARTY AND COVERS BODILY INJURY AND PROPERTY DAMAGE, WHETHER SUFFERED BY ANY RESIDENT OR HIS OR HER CHILD OR GUEST BEFORE, DURING OR AFTER SUCH PARTICIPATION, USE OR OCCUPATION OF THE ACTIVITY AND/OR PROPERTY.

EACH RESIDENT ACKNOWLEDGES THAT IF SUCH RESIDENT SHOULD EVER LEAVE A MINOR CHILD AT THE PROPERTY, OR DURING AN ACTIVITY, UNATTENDED BY A PARENT OR LEGAL GUARDIAN FOR ANY AMOUNT OF TIME WHATSOEVER, THAT LPA SHALL NOT BE RESPONSIBLE FOR, NOR SHALL IT ASSUME ANY ROLE ASSOCIATED WITH SUPERVISING ANY CHILD IN ANY CAPACITY AND, AS SUCH, LPA SHALL NOT BE RESPONSIBLE FOR ANY DEATH, INJURY AND/OR DAMAGES THAT MAY RESULT FROM LEAVING A CHILD UNATTENDED. THIS EXPRESSLY INCLUDES LEAVING A CHILD FOR ANY AMOUNT OF TIME REGARDLESS OF WHETHER THE CHILD IS A GUEST, INVITEE OR OTHERWISE.

**NOTICE TO THE MINOR CHILD'S**

**NATURAL GUARDIAN**

**READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF LPA USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM LPA AND HOA IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND LPA AND HOA HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

This Agreement shall be perpetual (unless terminated or suspended in accordance with the terms hereof) and shall apply to each and every incidence in which the Resident(s) accesses, or uses, the Property. By access to, or the use of, the Property, each Resident reaffirms the terms and provisions hereof and affirms its consent thereto. No Resident shall be entitled to revoke this Agreement. This Agreement shall be perpetual and shall be deemed automatically reinstated upon reactivation of any suspended Membership privileges.