

LAUREATE PARK – AQUATIC CENTER
RESERVATION AGREEMENT

Reservation Date: _____

Resident Name: _____

Resident Address: _____

Resident Cell Phone #: _____

Event Name: _____

Event Time: _____

Area Location Preferred:

Right Side (Closest to Sachs Ave) _____

Left Side (Closest to T.L.B.) _____

Total Number of Guests Permitted (15 max, no exceptions) The pool attendant will periodically check to confirm no more than 15 guests are at this event. If more than 15 guests are found, the pool attendant will provide **one** warning. If there continues to be more than 15 guests, the event will be terminated, and everyone asked to leave. ***Total event time is limited to 3 hours maximum, including clean up time. No exceptions. Resident will be allowed a half hour, before the start time, to set up. Resident must also have a zero balance on their quarterly HOA assessments and no outstanding violations.**

THIS RESERVATION AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2023 ("**Effective Date**"), between LP Aquatic, LLC, a Florida limited liability company (hereinafter called "**Laureate Park**"), Laureate Park Master Association, Inc., a Florida non-profit corporation (the "**HOA**"), and _____, residing at the address noted above ("**Resident**"). Laureate Park, HOA and Resident shall each be referred to herein as a "**Party**" and collectively as the "**Parties**".

WHEREAS Laureate Park is the owner of the pool and related facilities commonly known as the Laureate Park Aquatic Center (referred to herein as the "**Pool**"), located at the Laureate Park Village Center, and the HOA administers the use of the Pool as well as rules and regulations relating to the Pool.

WHEREAS Resident desires to reserve and utilize Pavilion table/table(s) at the Pool for the purpose of hosting the event set forth in the details above (the "**Event**"); and

WHEREAS HOA agrees to allow Resident to reserve and utilize the covered area table/table(s) at the Pool for the purposes of hosting the Event, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of these premises and of the mutual promises and conditions herein contained, the Parties do hereby agree as follows:

1. **Reserved Table.** Upon delivery to the HOA of this fully executed Agreement Resident shall have the temporary, exclusive use of table(s) (at the "**covered area**") at the Pool. No other facilities are granted or guaranteed to Resident under this Agreement. Resident acknowledges that their use of the Pool is not exclusive and that the Pool will be accessible to other residents during the Event.
2. **Music.** No personal music can be played through any portable speaker or speaker system.
3. **Clean Up.** If the Pavilion Table or Table(s) or any other furniture is moved, Resident must return same to its original location. Resident is responsible to clean the Reserved covered area and Table/Table(s) as well as the surrounding area, to remove all items associated with the event. Failure to do so may result in charges being billed to Resident for any, and all, amounts expended by Laureate Park or the HOA in connection with cleanup, as well as termination of privileges to use the Pool under this or any Aquatic Center Membership Agreement separately executed by Resident.

4. **Events Per Year.** Residents are limited to one (1) event per quarter per calendar year.
5. **Rules and Regulations.** Residents and their guests must comply with all applicable rules and regulations, including those set forth in any Aquatic Center Membership Agreement previously executed by Resident as well as the following (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 18 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 grills of any kind and no heating elements (e.g., sterno) allowed
 14. No glass permitted in the fenced pool area
 15. No animals permitted in the fenced pool area
 16. No food or beverages in the pool or the pool's wet deck
 17. Be courteous, no boisterous behavior or crude language
 18. Keep all pool gates closed when entering or leaving the area
 19. Do not prop open gates to the pool at any time
 20. Pool furniture and safety equipment is to remain in the pool area
 21. Put down pool umbrellas after use
 22. Unzip the cabanas sides after use in order to leave all sides open
 23. Maximum adult pool capacity is 150 persons
 24. Maximum family pool capacity is 80 persons
6. **Lost and Found.** Neither Laureate Park nor the HOA accepts any responsibility for the damage or loss of any merchandise or article left on the premises prior to, during, or following the Event.
8. **Enforcement of Agreement.** This Agreement shall be effective between Resident, Laureate Park and the HOA when signed by each Party below and it shall be construed in accordance with the laws of the State of Florida without reference to choice of law provisions. No waiver by either Party of any breach of, or compliance with, any provision or obligation of this Agreement to be performed by the other Party hereto shall be deemed a waiver of any other provision or obligation of this Agreement. In the event of litigation arising under this Agreement, the predominantly prevailing Party in such litigation shall be entitled to recover reasonable attorney's fees and court costs, including appeal from the other Party. The Parties hereto consent to the exclusive jurisdiction of the courts in Orange County, Florida and no Party hereto shall object to such jurisdiction or venue.
9. **Conduct, Damage.** Resident agrees to conduct the Event in an orderly, decorous, and lawful manner, to abide by all rules and regulations set forth by Laureate Park and the HOA, and to advise Resident's guests and invitees of such rules and regulations. Laureate Park and

The HOA reserve the right to inspect and control all parties/events. Resident agrees to be responsible and reimburse Laureate Park and/or the HOA for any damage done by the Resident, the Resident's guests and/or invitees.

10. **Hold Harmless.** Subject to the term of this Agreement, Resident hereby agrees to indemnify and hold Laureate Park and the HOA harmless from and against any and all damages, losses, liabilities, costs, actions, suits, proceedings, demands, assessments, and judgments, including, but not limited to, reasonable attorney's fees and reasonable costs and expenses of litigation (collectively referred to hereinafter, as "**Losses**") arising out of or in any manner related to the Event and the use of the Pool by Resident and Resident's guests.

11. **COVID-19.** I understand COVID-19 is an easily transmittable virus and there are no known measures to insulate myself from infection. I also understand that any insurance maintained by the owner and operator of the pool and related facilities will likely not provide coverage for bodily injury, including permanent disability, paralysis, and death, resulting from infection by the COVID-19 virus. By entering and using the pool and related facilities I am knowingly and voluntarily subjecting myself to possible exposure to the COVID-19 virus and the consequences thereof. I will undertake all reasonable measures to protect myself and others who use the pool and related facilities from exposure or infection. I fully understand that the use of the pool and related facilities may involve risks of serious bodily injury, including permanent disability, paralysis, and death, caused by contraction of the COVID-19 virus due to my own actions, or inactions, and the actions or inactions of third parties including others using the pool and related facilities and the Laureate Park Aquatic Center (collectively, the "**Risks**"). I fully understand, accept, and assume all such Risks and all responsibility for losses, costs, and damages I incur as a result of such risks.

In consideration of allowing myself and all immediate family members, and guests, to use the pool and related facilities, I hereby release, forever discharge, and covenant not to sue the Laureate Park Aquatic Center and/or the Laureate Park Master Association Inc., its respective directors, officers, agents, employees, contractors from all liability, claims, demands, losses, or damages suffered by me on my account of, or alleged to be caused, in whole or in part, by the negligence or gross negligence of the Releasees or otherwise, resulting in my exposure to or infection by the COVID-19 virus. I further warrant, covenant, and agree that the release, waiver and assumption of the risk contained herein shall be binding on anyone who makes a claim against any of the Releasees on my behalf or resulting from injuries which I may incur or suffer. I agree to INDEMNIFY AND HOLD THE RELEASEES HARMLESS from any claim asserted by or on behalf of my family members, including minors, based on facts or circumstances encompassed by the risks.

In further consideration of being allowed to use the pool and related facilities, I hereby affirm that (i) I do not have a cough, fever, shortness of breath, and (ii) neither I nor anyone in my household has been sick in the past 2 weeks or exposed to someone who has been sick in the past 2 weeks. I understand and agree that the failure to abide by all Association rules and guidelines is subject to immediate removal, suspension of privileges, and/or closure of the pool and related facilities.

I have read this RELEASE, WAIVER OF LIABILITY, INDEMNITY, AND ASSUMPTION OF RISK, understand that I have knowingly and voluntarily given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

RESIDENT:

Date: _____

Print Name: _____

LAUREATE PARK:

LP AQUATIC, LLC, a Florida limited liability company

Date: _____

By: _____ Name: _____
Title: _____

HOA:

LAUREATE PARK MASTER ASSOCIATION, INC.

Date: _____

By: _____
Name: _____
Title: _____