

**RELEASE, COVENANT NOT TO SUE AND  
INDEMNITY AGREEMENT (THE "AGREEMENT")**

WHEREAS, the Governor of the State of Florida issued Executive Order 20-52 and subsequent Executive Orders declaring a state of emergency pertaining to Novel Coronavirus Disease (COVID-19) (hereinafter, the "virus"), and

WHEREAS, the virus is a severe acute respiratory illness that can easily and readily spread among humans through respiratory transmission, and

WHEREAS, health officials and medical experts have recommended that all individuals should either stay home in isolation or engage in social distancing to stop or slow down the transmission of the virus,

WHEREAS, Hillsboro Club, Inc. is a not for profit Florida corporation that is a private residential beach front Club whose address is 901 Hillsboro Mile, Hillsboro Beach, FL 33062, which provides overnight accommodations, and on which a Clubhouse, golf course, tennis courts, swimming pool and area, and other recreational facilities are located (the "Property"),

WHEREAS, certain of the Club Members and Guests have decided that they voluntarily are willing to accept and assume all of the risks of virus transmission and contraction on behalf of themselves and their minor children in order to be able to come onto the Club's Property, use the Club's facilities and services, play golf pitch and putt, tennis/pickle ball, croquet, cards, shuffleboard, ride bicycles, fish, swim in the pool and ocean, surf, play on the beach, use non-motorized watercraft activities, eat in the Club's dining room, use the Club's spa services (limited to massages and facials), hair salon, fitness/training facilities, game room and children's playground, attend wedding and business events, lectures, movies, children's programs and activities on the Club's Property, overnight room accommodations, shop at the gift/pro shops, and engage in other Club related activities at and on the Club's Property (collectively, the Club "activities"), and

WHEREAS, Club Member/Guest acknowledges and understands that no warranty, either express or implied, is made by the Club as to the condition of the Club's Property in connection with and due to the virus. Club Member/Guest is on notice on Club Member/Guest's own behalf and on behalf of Club Member/Guest's minor children that dangerous conditions, risks and hazards due to the virus may or do exist on the Club's Property. Club Member/Guest acknowledges that engaging in the Club activities may or does have known and unknown virus related hazards and risks and can result in injury or even death to a Club Member/Guest or Club Member/Guest's minor children involved in these activities and third parties with whom Club Member/Guest and Club Member/Guest's minor children may subsequently be in contact. The possibilities and sources of injury or death are acknowledged by Club Member/Guest on Club Member/Guest's own behalf and Club Member/Guest's minor children and Club Member/Guest and Club Member/Guest's minor children come on the Club's Property with full knowledge that virus related hazards and risks exist and CLUB MEMBER/GUEST AND CLUB MEMBER/GUEST'S MINOR CHILDREN ASSUMES ALL SUCH RISKS.

**RELEASE**

NOW THEREFORE,

Club Member/Guest, \_\_\_\_\_, whose address is

\_\_\_\_\_, on  
behalf of Club Member/Guest and Club Member/Guest's minor children

\_\_\_\_\_

for the good and valuable consideration of Club Member/Guest's minor children being allowed to voluntarily engage in Club activities (Whenever used herein the terms "Club Member/Guest" and "Club" shall include singular and plural, heirs, legal representatives, officers, directors, employees, spouses, attorneys, agents, representatives, shareholders, partners, members, trustees, executors, administrators, successors and assigns of individuals and corporations, wherever the context so admits or requires) hereby remises, releases, acquits, satisfies and forever discharges Club, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, (collectively "Claims") which said Club Member/Guest and Club Member/Guest's minor children ever had or now has, or may in the future have, against Club, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date this Release is executed, including but not limited to any and all claims, known or unknown, made or which could have been made, or which could be made in the future in connection with Club Member/Guest and Club Member/Guest's minor children engaging in Club activities, and using other facilities and services arising out of or pertaining to either the transmission or contraction of the virus, including, without limitation, claims based on the Club's negligence or gross negligence.

**COVENANT NOT TO SUE**

Club Member/Guest further represents that Club Member/Guest has not and will not in the future commence any action or proceeding arising out of the Claims described in the Release on Club Member/Guest's own behalf or on behalf of Club Member/Guest's minor children, and that Club Member/Guest will not seek to be entitled to any award of legal or equitable relief in any such action or proceeding that may be commenced either by Club Member/Guest or on Club Member/Guest's own behalf or on behalf of Club Member/Guest's minor children. The provisions of this portion of the Agreement constitutes a "covenant not to sue." A "covenant not to sue" is a legal term which means Club Member/Guest promises not to file a lawsuit on Club Member/Guest's own behalf or on behalf of Club Member/Guest's minor children in Court or any other forum against Club. It is different from the Release of Claims contained in the section above. Besides waiving and releasing Claims covered by the Release section of the Agreement Club Member/Guest further agrees on Club Member/Guest's own behalf and on behalf of Club Member/Guest's minor children never to sue the Club in any forum for any reason covered by the Release of Claims, including, without limitation, claims based on the Club's negligence or gross negligence. If Club Member/Guest sues Club in violation of this "covenant not to sue", Club

Member/Guest shall be liable to the Club for Club's reasonable attorneys' fees whether incurred prior to the commencement of litigation, during any and all trial level proceedings, including, without limitation, hearings to determine entitlement to or the amount of attorney fees and costs to be awarded to Club, and in connection with any and all appeals and remands of the litigation proceedings, and all other litigation costs incurred by Club in defending against a lawsuit, including expert witness fees.

### **HOLD HARMLESS AND INDEMNITY**

Club Member/Guest expressly acknowledges, understands, and agrees on Club Member/Guest's own behalf and on behalf of Club Member/Guest's minor children that Club Member/Guest's and Club Member/Guest's minor children's voluntary participation in Club activities can expose Club Member/Guest and Club Member/Guest's minor children, including Club Member/Guest's family, friends and other parties with whom Club Member/Guest has personal contact, to risk, injury, death, loss, illness, and/or damage. By signing below, Club Member/Guest acknowledges that Club Member/Guest freely and voluntarily assumes any and all risk associated therewith and agrees Club Member/Guest will not on Club Member/Guest's own behalf or on behalf of Club Member/Guest's minor children hold or seek to hold Club responsible for any injuries incurred by Club Member/Guest, Club Member/Guest's minor children, Club Member/Guest's family, friends and other parties, including, without limitation, claims based on the Club's negligence or gross negligence.

Club Member/Guest further specifically agrees that Club Member/Guest is obligated to indemnify, defend, and hold harmless the Club including for any and all virus related Claims of any kind of nature, including, but not limited to, any and all injuries or accidents, illness, death, loss or damage, to persons, due or claimed to be due including attorneys' fees and costs of defense, whatsoever, as defined and described in the portion of this Agreement titled Covenant Not To Sue, regardless of whether or not it is caused by or in part (whether joint, concurrent, or contributing) any act, omission, default, conduct, fault or negligence of any kind including gross negligence (whether passive or active), or otherwise of Club. The undersigned further agrees to indemnify and hold Club harmless from any and all damages which Club Member/Guest and Club Member/Guest's minor children in connection with Club Member/Guest's and Club Member/Guest's minor children's contraction or transmission of the virus to any third party, which indemnification shall include attorneys' fees and Court costs incurred by Club as described in this Agreement's section titled Covenant Not To Sue. In the event any third party makes demand upon or sues Club for damages related to the third party contracting the virus from Club Member/Guest or Club Member/Guest's minor children, Club Member/Guest shall pay Club's attorney fees and Court costs within thirty (30) days of receiving an invoice or bill from Club and shall pay any damages awarded to third party against Club within thirty (30) days of the entry of a Judgment against Club. If Club Member/Guest wants Club to appeal any such Judgment, Club Member/Guest shall post a bond to obtain a stay so the third party cannot execute the Judgment until the appeal is filed and resolved, shall pay all required appeal filing fees in order to commence an appeal, and shall pay Club's attorney fees within thirty (30) days of receiving an invoice from Club.

**COMPLIANCE WITH HILLSBORO CLUB'S  
PROTOCOLS PERTAINING TO COVID-19**

The Club has implemented the Hillsboro Club Protocols which contains various requirements to attempt to prevent the transmission and spread of COVID-19 including, without limitation, and subject to changes from time to time, the wearing of face coverings/masks, the frequent washing and sanitization of your hands, maintaining social distancing of at least six (6) feet to avoid close contact with other people, covering coughs and sneezes and cooperating with the Club in connection with temperature checks, completing written questionnaires, cooperating with being quarantined and otherwise complying with the Club's Protocols. Club Member/Guest agrees on Club Member/Guest's own behalf and on behalf of Club Member/Guest's minor children that any failure to comply with the Club's Protocols and any other rules and requirements pertaining to COVID-19 shall be grounds for the Club to immediately suspend Club Member/Guest's Membership or to suspend or terminate Guest's access to the Club and the Club activities and to require Club Member/Guest and Club Member/Guest's minor children to immediately leave and depart from the Club's premises including, without limitation, the room(s) that the Club provides for Club Member/Guest's and Club Member/Guest's minor children occupancy while at the Club.

Club Member/Guest further expressly agrees on Club Member/Guest's own behalf and on behalf of Club Member/Guest's minor children that the foregoing Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Florida and that if any portion thereof is held unenforceable or invalid, that portion shall be severed from this Agreement. The remainder of the Agreement will then be construed as though the unenforceable portion had never been contained in this Agreement.

This Agreement survives the termination of the parties' relationship and may be amended only by a signed writing by both parties.

Club Member/Guest agrees on Club Member/Guest's own behalf and on behalf of Club Member/Guest's minor children that this Agreement will be construed under Florida law, and further agrees that the State Courts of Broward County, Florida shall be the exclusive jurisdiction and forum to resolve any dispute between the parties, including, without limitation, under or relating to this Agreement.

**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 HILLSBORO CLUB, INC. 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 HILLSBORO CLUB, INC. 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 HILLSBORO CLUB, INC. HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_\_.

*Signed, sealed and delivered in the presence of:*

**CLUB MEMBER/GUEST ON BEHALF OF  
CLUB MEMBER/GUEST AND CLUB  
MEMBER/GUEST'S MINOR CHILDREN**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Witness**