

Liability Waiver

This **Liability Waiver** ("Wavier") is made this ____ day of _____, _____, by and between Grandefield at Poley Creek Homeowners Association, established pursuant to Chapter 720, Florida Statutes, with an address of 150 E. Bloomingdale Avenue Ste. 180, Brandon FL 33511 ("Grandfield Homeowners Association"), and _____, whose address is _____ ("Resident").

RECITALS

A. Grandefield Homeowners Association is the Owner of the real property described on Exhibit "A" attached hereto and incorporated herein by reference ("Property");

B. Resident desires the right to come onto the Property to trim trees, pressure wash sidewalks, clean up common areas owned by the Grandfield Homeowners Association; and

C. Grandefield Homeowners Association agrees to grant such right to use the Property to Resident upon the terms and conditions set forth in this waiver.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. Use Rights. Subject to the terms and conditions of this waiver, Resident shall have the right to enter upon the Property to do miscellaneous beautification projects such as trim trees, pressure wash, plant, clean, etc., owned by Grandefield Homeowners Association located on the Property, in the location shown on Exhibit "A". Grandefield Homeowners Association reserves the right to use the Property in any manner not inconsistent the use rights granted herein.

2. Term. The term of this Waiver shall commence on December __, 2018, and shall terminate on January __, 2019 ("Term"), unless earlier terminated as a result of a violation by Licensee of any provision of this Waiver.

3. Personal Nature of Use Rights - This use rights granted under this Waiver are personal to the Resident. Such rights are not assignable, and any attempt to assign such rights will terminate this Waiver.

4. Right to Terminate: Grandefield Homeowners Association reserves the right to terminate this Waiver in the event of any violation by Resident of any provision of this Waiver.

5. Compliance with Law, Rules and Regulations: Resident shall comply with all applicable laws, rules, ordinances and other legal requirements applicable to Resident's use of the Property. In the exercise of its rights hereunder, Resident shall not interfere with or impede the use and enjoyment of any portion of the Grandefield at Poley Creek Homeowners Association by any other person or entity.

6. Liability and Indemnification. Resident agrees that Resident assumes all risk of personal injury or death and property damage or loss from whatever cause arising from the exercise of its rights under this Waiver, and Resident hereby releases the Grandefield Homeowners Association, Inc., its officers, directors, agents, employees and assigns from any liability which might occur from the exercise by Resident of its rights under this Waiver. Resident shall indemnify, defend and hold harmless Grandefield Homeowners Association and the officers, directors, agents, employees and assigns of Grandefield Homeowners Association from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, any act or omission of Resident or its agents, including, without limitation, any failure of Resident or Resident's agents to comply with the terms, conditions and/or provisions of this Waiver.

7. Right to Use Only: This Waiver is not intended to, and shall not be deemed to, create a lease or any other interest in real property, but shall merely give Resident the right to use the Property as and when provided above.

IN WITNESS WHEREOF, the parties hereto have signed this Waiver on the day and year first written above.

ATTEST:

Grandefield at Poley Creek Homeowners Association

Secretary/Assistant Secretary

By:

Pres

RESIDENT

Print Name: _____

Exhibit "A"

Property Description

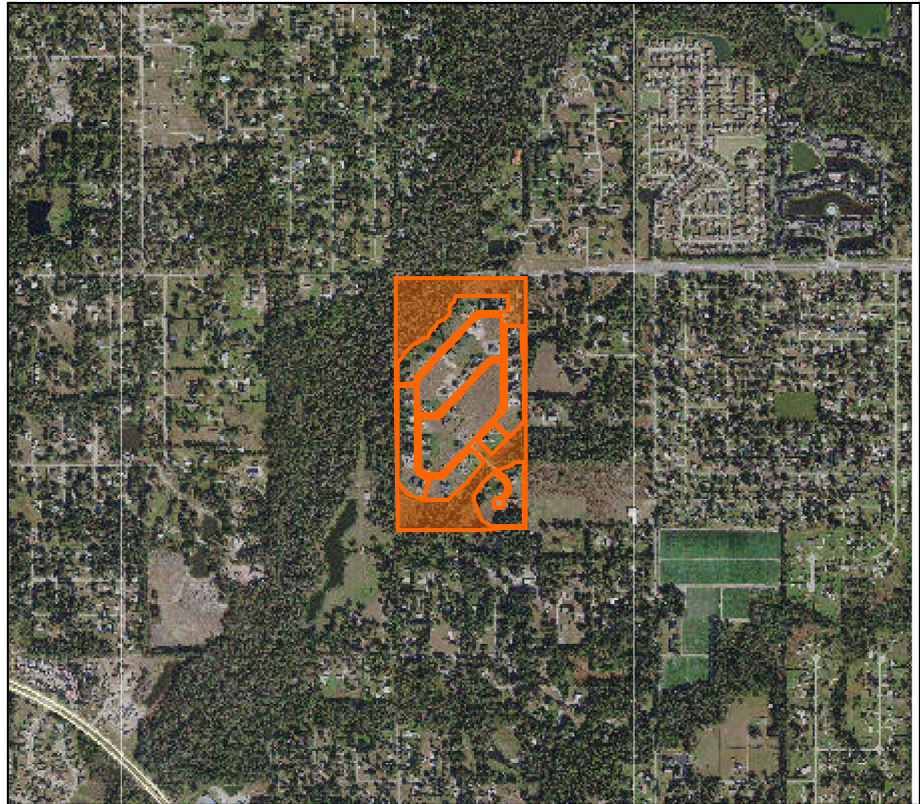
Parcel ID: 232928142053000810
GRANDEFIELD
Owner1: PROPERTY OWNERS
ASSOCIATION INC
Location
Address: 0 GRANDEFIELD CIR
City/St/Zip: MULBERRY FL 33860

MAP DISCLAIMER:

All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is."

PROPERTY DESC DISCLAIMER:

This property description is a condensed version of the original legal description recorded in the public records. It does not include the section, township, range, or the county where the property is located. The property description should not be used when conveying property. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation.



Property Description:

GRANDEFIELD ON POLEY CREEK PB 143 PGS 40-44 TRACTS 1 THRU 9 TRACT R-1 & PRIVATE RDS