

HERITAGE LANDINGS ASSOCIATION, INC.

WILD ANIMAL WAIVER AND RELEASE

PLEASE NOTE: ALL UNIT OWNERS AND TENANTS MUST SIGN THIS WAIVER.

1. By signing this Wild Animal Waiver and Release (“Waiver and Release”), I HEREBY KNOWINGLY AND VOLUNTARILY ASSUME ALL OF THE RISKS ASSOCIATED WITH MY VOLUNTARY ACCEPTANCE TO LIVE IN A COMMUNITY THAT IS LOCATED IN BROWARD COUNTY, FLORIDA, WHERE WILD ANIMALS OF POTENTIALLY BENIGN OR HARMFUL DISPOSITIONS AND BIOLOGICAL CHARACTERISTICS, INCLUDING BUT NOT LIMITED TO, TURTLES, BIRDS, SNAKES, ALLIGATORS, CROCODILES, OTHER REPTILE SPECIES, AND SPIDERS, NATURALLY OR ARTIFICIALLY RESIDE, with such risks including, but not limited to, any risks that may arise from the temperament or nature of the wild animal, failure to adhere to posted signs, the Rules and Regulations or any state or local law or ordinance, failure to warn any guest, invitee or other person of the known presence or nature of a wild animal in the community, death, personal injury, or emotional trauma as a result of encountering a wild animal or being attacked.

2. I acknowledge that the Released Parties will rely on the representations of this Waiver and Release, and that the terms will survive my ownership or tenancy within the Heritage Landings community. I agree that my acceptance of this Waiver and Release is a condition to the ownership and/or occupancy of a Unit pursuant to the Declaration, as it may exist from time to time. I hereby further represent as follows:

(A) I WAIVE, RELEASE, and DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the Released Parties, for my death, disability, personal injury, property damage or loss, including the death or injury to a pet or animal, property theft, or actions or inactions of any kind, which may hereafter occur to me and is related to or arising out of my voluntary acceptance to live in a community that is located in Broward County, Florida, where wild animals of potentially benign or harmful dispositions and biological characteristics, including but not limited to, turtles, birds, snakes, alligators, crocodiles, other reptile species, and spiders, naturally or artificially reside, or an intentional or unintentional encounter that I may have with a wild animal in the Unit in which I reside, in the Heritage Landings community, or on any property that Heritage Landings controls or otherwise, including but not limited to, death, personal injury, property damage, subrogation, and premises liability, THE FOLLOWING ENTITIES OR PERSONS:

HERITAGE LANDINGS ASSOCIATION, INC. and its directors, officers, employees, agents, management companies, heirs, personal representatives, successors, assigns, parents, subsidiaries, past and present attorneys and its attorney’s agents, employees, officers, directors, shareholders, executors, administrators, heirs, next of kin, successors, and assigns (collectively, “Released Parties”).

(B) I HOLD HARMLESS, PROMISE NOT TO SUE, AND WILL INDEMNIFY, to the fullest extent permitted by law, the Released Parties, as to any and all liabilities or claims made or that could be made as a result of my voluntary acceptance to live in a community that is located in Broward County, Florida, where wild animals of potentially benign or harmful dispositions and biological characteristics, including but not limited to, turtles, birds, snakes, alligators, crocodiles, other reptile species, and spiders, naturally or artificially reside, or that may arise out of an intentional or unintentional encounter that I or my guests, invitees, family members, or other occupants of the Unit in which I reside may have with a wild animal in the Unit, in the Heritage Landings community, or on any property that Heritage Landings controls or otherwise, whether caused by negligence or otherwise, including, but not limited to, death to person or any animal, personal injury, property damage or loss, subrogation, and premises liability.

3. I understand and agree that the Released Parties are NOT liable for the errors, omissions, acts, or any failure to act of any party or entity acting on their behalf.

4. I understand and agree that it is my responsibility to adhere to posted signs, the governing documents, state and local laws and ordinances, to use reasonable care, and to consider known, perceived and reasonably anticipated or discoverable circumstances, with or without prior research or inquiry, including but not limited to, the potential of exposure to certain wild animals, the temperament of such wild animals, the presence of allergies, phobias, or any implemented restrictions related to wild animals.

5. This Waiver and Release shall be construed broadly to provide a release and waiver to the Released Parties to the maximum extent permissible under applicable state and federal law. This Waiver and Release shall be binding upon my executors, administrators, heirs, next of kin, successors, and assigns as follows:

I CERTIFY THAT I READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THE TERMS THEREOF. I AM AWARE THAT THIS WAIVER AND RELEASE DISCHARGES AND INDEMNIFIES THE RELEASED PARTIES OF ALL LIABILITY FOR THE RISKS ASSOCIATED WITH MY VOLUNTARY ACCEPTANCE TO LIVE IN A COMMUNITY THAT IS LOCATED IN BROWARD COUNTY, FLORIDA, WHERE WILD ANIMALS OF POTENTIALLY BENIGN OR HARMFUL DISPOSITIONS AND BIOLOGICAL CHARACTERISTICS, INCLUDING BUT NOT LIMITED TO, TURTLES, BIRDS, SNAKES, ALLIGATORS, CROCODILES, OTHER REPTILE SPECIES, AND SPIDERS, NATURALLY OR ARTIFICIALLY RESIDE, OR AN INTENTIONAL OR UNINTENTIONAL ENCOUNTER THAT I OR MY GUESTS, INVITEES, FAMILY MEMBERS, OR OTHER OCCUPANTS OF THE UNIT IN WHICH I RESIDE MAY HAVE WITH A WILD ANIMAL WITHIN THE UNIT, IN THE HERITAGE LANDINGS COMMUNITY, OR ON ANY PROPERTY THAT HERITAGE LANDINGS CONTROLS OR OTHERWISE, AND I SIGN BELOW KNOWINGLY AND

VOLUNTARILY. I FURTHER CERTIFY THAT I RECEIVED AND READ THE
RULES AND REGULATIONS.

Owner or Tenant Signature: _____

Name: _____

Age: _____

(If under 18 years old or under guardianship, Parent or Legal Guardian must also sign.)

Date: _____

Parent/Legal Guardian Signature: _____

Name: _____

Age: _____

Date: _____