

# Valencia Lakes Art Club, Inc. Release

## Disclaimer and Release - Hold Harmless - Assumption of the Risk Agreement

VALENCIA LAKES ART CLUB, INC. ("VLAC") DISCLAIMER - WAIVER - RELEASE - HOLD HARMLESS - ASSUMPTION OF THE RISK AGREEMENT BY MEMBERS, GUESTS, AND PARTICIPANTS

GENERAL: The Valencia Lakes Art Club, Inc. or "VLAC" also referred to herein as "the Club" is a non-profit organization run by residents who volunteer their time and efforts; it enlists the assistance of volunteers, and artists and educators, charters and transportation companies (such as buses for trips); the Club is not a charter, a bus or travel company nor any kind of commercial venture; it expects members and their guests to treat each other with respect at all times at meetings, classes, practical art instruction and on trips and at all social functions and to recognize that all officers, board members, committee persons, instructors, speakers and trip coordinators are volunteers and not paid; non-resident guests must be accompanied at all times by a resident member of the Club. Members' guests and participants aged 20 and under (referred to herein as "minor child/children") must be accompanied and supervised by an adult Club member age 21 or older.

THIS IS A DISCLAIMER - WAIVER, RELEASE, HOLD HARMLESS AND ASSUMPTION OF THE RISK AGREEMENT BY MEMBERS, PARTICIPANTS AND GUESTS: As a member, participant or guest in the VLAC and its activities, events, classes, instruction and art trips, and by signing my name below on this document, I understand my participation is voluntary and at my own risk, that I assume all and sole responsibility for my safety and the safety of any minor children or guests in my company and that I hereby waive, release, discharge and hold harmless the VLAC and its officers, directors and members, and Valencia Lakes Property Owners Association (POA) from any and all potential claims, actual claims and liability arising or resulting from an accident, injury or illness or claims or later asserted claims relating to, caused by or arising from or out of my participation in any VLAC activity, class, art trip or other art charter or transportation to or from instructional or other events.

ASSUMPTION OF RISK BY MEMBER, PARTICIPANT OR GUEST Further, I understand that participation in activities and programs of VLAC may have certain inherent risks, including, but not limited to, economic loss, significant changes in the participant's physical or mental health, injury, disabilities or even death to the participant. I willingly, knowingly and voluntarily assume and accept any and all risks, both known and unknown, from or involved in or arising out of my participation in the Club activities, including, but not limited to, by way of example only and not by way of limitation, trips, commercial or private transportation, art trips and charters, art activities, meetings and instruction, and further I understand that art and activities can be dangerous activities and involve dangers of risk of loss of life or bodily injury or other personal injuries and damages from, arising out of or resulting from but not limited to, by way of example and not by limitation, slips and falls on stairs and gangways, as well as the danger of highway crashes and accidents during transportation to and from art events, and I hereby knowingly, voluntarily and of my own free will accept and assume all the risks, dangers, damages, potential damages and disabilities and risk of life and waive any claims against and release and hold harmless the VLAC and its officers, directors and members and the Valencia Lakes Property Owners Association (POA).

If a minor child accompanies the member, guest or participant then the member, guest or participant accepts and assumes sole, full and all responsibility for that minor's personal safety and supervision and acknowledges and agrees that the above listed dangers and risks exist for the minor child and accepts any and all risks for and on behalf of the minor and sole liability for any and all claims arising and brought by the minor or his parents or guardian on behalf of the minor's estate and hereby releases the Club, its officers, directors and members, and the Valencia Lakes Property Owners Association (POA) from any liability for claims or the defense thereof by a minor child or those acting on the minor's behalf or estate.

This Agreement is to be governed by Florida Law. Venue for any actions arising under this Agreement shall be in a court of appropriate jurisdiction in Hillsborough County, Florida.

I am of lawful age and legally competent to sign this agreement. I have read and understand the terms of this Agreement and understand that I am giving up substantial legal rights for myself, my minor children, heirs, executors, administrators, legal representatives, successors and assigns. I acknowledge that I am signing the Agreement freely and voluntarily and intend my signature to be a complete and unconditional Release of Liability as set forth herein and to the greatest extent allowed by law. If the participant is a minor child, I further certify that I am the participant's parent and/or legal guardian and that I am authorized to sign this Agreement. I APPROVE OF THIS AGREEMENT AND EACH AND ALL OF ITS PROVISIONS THEREIN.

\_\_\_\_\_  
Member, Participant or Guest's signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Member, Participant, Children or Guest's Name(s)

Address of Member: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone number: \_\_\_\_\_

\_\_\_\_\_  
VLAC's Officer's signature

Date: \_\_\_\_\_

Any concerns with Valencia Lakes Art Club, Inc. (VLAC) should be brought to the attention of and discussed with VLAC Board of Directors.